



**AGENDA
REGULAR MEETING**

**City Council of the Town of Colma
Colma Community Center
1520 Hillside Boulevard
Colma, CA 94014**

Wednesday, March 11, 2015 at 7:30 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PRESENTATION

- Proclamation in Honor of American Red Cross Month
- City Manager's Commendation

PUBLIC COMMENTS

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time.
Comments on Agenda Items will be heard when the item is called.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the February 11, 2015 Regular Meeting.
2. Motion to Accept the Minutes from the February 17, 2015 Special Meeting.
3. Motion to Approve Report of Checks Paid for February 2015.
4. Motion to Adopt a Resolution Directing City Manager to Submit Beacon Award Application.
5. Motion to Adopt a Resolution Approving Agreement for Animal Control Services.
6. Motion to Adopt a Resolution Amending Colma Administrative Code Subchapter 1.10, Master Fee Schedule, Relating to Animal Control.
7. Motion to Accept the 2014 Annual Report on the Implementation of the General Plan, Including the Housing Element.
8. Motion to Adopt a Resolution Approving Contract Amendment with Ratcliff for Architectural Services for Town Hall Project.
9. Motion to Adopt a Resolution Approving Contract with Best Best & Krieger LLP for Legal Services.

10. Motion to Adopt Ordinance Amending Section 5.15.060 of the Colma Municipal Code, Relating to Requests for Reasonable Accommodations in Housing (second reading).

NEW BUSINESS

11. **BULK TV SERVICES**

Consider: Motion to Adopt a Resolution Authorizing the City Manager to Negotiate a Bulk Cable Television Services Agreement.

PUBLIC HEARING

12. **ITALIAN CEMETERY FUNERAL HOME**

Consider: Motion to Adopt a Resolution Granting a Conditional Use Permit to Use Existing Facilities for a State Licensed Funeral Establishment at the Italian Cemetery.

13. **ANIMAL CONTROL ORDINANCE**

Consider: Motion to Introduce an Ordinance Amending Colma Municipal Code Chapter 8, Relating to Animals, and Waive a Further Reading of the Ordinance.

14. **LAND USE ELEMENT AMENDMENT**

Consider: Motion to Adopt a Resolution Adopting a Negative Declaration and Amending the General Plan Land Use Element to Remove the Annual Residential Building Permit Limit of 50 Units.

STUDY SESSION

15. **RECYCLING AND SOLID WASTE HAULING FRANCHISE**

16. **GENERAL PLAN SURVEY RESULTS**

These items are for discussion only; there will be no action taken at this meeting.

COUNCIL CALENDARING

REPORTS

Mayor/City Council

City Manager

ADJOURNMENT

The City Council Meeting Agenda Packet and supporting documents are available for review at the Colma Town Hall, 1198 El Camino Real, Colma, CA during normal business hours (Mon – Fri 8am-5pm). Persons interested in obtaining an agenda via e-mail should call Caitlin Corley at 650-997-8300 or email a request to ccorley@colma.ca.gov.

Reasonable Accommodation

Upon request, this publication will be made available in appropriate alternative formats to persons with disabilities, as required by the Americans with Disabilities Act of 1990. Any person with a disability, who requires a modification or accommodation to view the agenda, should direct such a request to Brian Dossey, ADA Coordinator, at 650-997-8300 or brian.dossey@colma.ca.gov. Please allow two business days for your request to be processed.

**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Colma Community Center, 1520 Hillside Boulevard
Colma, CA 94014

**Wednesday, February 11, 2015
7:30 p.m.**

CALL TO ORDER

Mayor Joanne F. del Rosario called the Regular Meeting of the City Council to order at 7:32 p.m.

Council Present – Mayor Joanne F. del Rosario, Vice Mayor Diana Colvin, Council Members Helen Fisicaro, Raquel “Rae” Gonzalez and Joseph Silva were all present.

Staff Present – City Manager Sean Rabé, Interim City Attorney Christopher Diaz, Police Chief Kirk Stratton, Recreation Services Director Brian Dossey, Director of Public Works Brad Donohue, City Engineer Cyrus Kianpour, City Planner Michael Laughlin, Police Commander Sherwin Lum, and Administrative Technician III Caitlin Corley were in attendance.

ADOPTION OF THE AGENDA

Mayor del Rosario asked if there were any changes to the agenda; none were requested. She asked for a motion to adopt the agenda.

Action: Council Member Fisicaro moved to adopt the agenda; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Raquel “Rae” Gonzalez	✓				
Joseph Silva	✓				
	5	0			

PRESENTATION

- Recreation Director Brian Dossey introduced New Facility Attendant David Andrews

PUBLIC COMMENTS

Mayor del Rosario opened the public comment period at 7:36 p.m. Resident Esmerelda Harper made a comment on the Hillside Boulevard Improvement Project. The Mayor closed the public comment period at 7:39 p.m.

CLOSED SESSION

Council entered a Closed Session at 7:39 p.m.

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators

Agency Designated Representative: Mayor Joanne del Rosario
Unrepresented Employee: City Manager

Council returned to the dais at 7:47 p.m. The Mayor announced "The Council has reached an agreement on contract negotiations with City Manager Sean Rabé. The resolution approving the first amendment to the City Manager's contract and the amendment itself have been presented to the City Council and are available on the back table for public review. This item will be presented to the City Council as Consent Calendar number 8."

CONSENT CALENDAR

2. Motion to Accept the Minutes from the January 5, 2015 Special Meeting.
3. Motion to Accept the Minutes from the January 8, 2015 Special Meeting.
4. Motion to Accept the Minutes from the January 14, 2015 Regular Meeting.
5. Motion to Approve Report of Checks Paid for January 2015.
6. Motion to Adopt a Resolution Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act.
7. Motion to Adopt a Resolution Amending Section 3.6 of the Colma Parking Code Relating to the Stopping, Standing or Parking of Vehicles on Hillside Boulevard Between Hoffman Street and Serramonte Boulevard.
8. Motion to Adopt a Resolution Approving First Amendment to City Manager Contract.
9. Motion to Adopt a Resolution Adding Subchapter 1.17 to the Colma Administrative Code, Relating to Social Media.
10. Motion to Adopt a Resolution Adopting Findings and a Statement of Overriding Considerations as a Responsible Agency Pursuant to the Requirements of the California Environmental Quality Act and Approving a Memorandum of Agreement Between the Town of Colma and the San Francisco Public Utilities Commission.

Action: Council Member Fiscaro moved to approve the Consent Calendar items #2-10; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

NEW BUSINESS

11. MID-YEAR BUDGET REPORT

City Manager Sean Rabé presented the staff report. Mayor del Rosario opened the public comment period at 8:07 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Vice Mayor Colvin moved to approve Mid-Year Budget Report; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

OLD BUSINESS

12. ADULT HOLIDAY PARTY

Director of Recreation Brian Dossey presented the staff report. Mayor del Rosario opened the public comment period at 8:22 p.m. Resident Dorothy Hillman spoke. The Mayor closed the public comment period at 8:23 p.m. Council discussion followed.

Action: Council Member Gonzalez made a motion giving direction to staff regarding the Adult Holiday Party in 2015; the motion was seconded by Council Member Fiscaro and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

13. APPROVAL OF TOWN HALL BUDGET THRESHOLD

City Manager Sean Rabé presented the staff report. Mayor del Rosario opened the public hearing at 8:42 p.m. Residents Ruby Paniagua and Pat Hatfield made comments. The Mayor closed the public comment period at 8:44 p.m. Council discussion followed.

Action: Council Member Silva moved to set the budget for the Town Hall Renovation Project at \$13 million; the motion was seconded by Council Member Fiscaro and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor		✓			
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez		✓			
Joseph Silva	✓				
	3	2			

PUBLIC HEARING

14. **REASONABLE ACCOMODATIONS IN HOUSING ORDINANCE AMENDMENT**

City Planner Michael Laughlin presented the staff report. Mayor del Rosario opened the public comment hearing at 9:05 p.m. Resident Tom Taylor made a comment. The Mayor closed the public hearing at 9:07 p.m. Council discussion followed.

Action: Council Member Silva moved to Introduce an Ordinance Amending Section 5.15.060 of the Colma Municipal Code, Relating to Requests for Reasonable Accommodations in Housing, and to Waive a Further Reading of the Ordinance; the motion was seconded by Vice Mayor Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

COUNCIL CALENDARING

There will be a Special City Council Meeting will be on Tuesday, February 17, 2015 at 6:00 p.m. at the Colma Community Center.

The next Regular City Council Meeting will be on Wednesday, March 11, 2015 at 7:30 p.m. at the Colma Community Center.

REPORTS

Council Members reported on the events listed below:

Joanne F. del Rosario

State of Our Cities, 1/29

Diana Colvin

State of Our Cities, 1/29

Helen Fiscaro

State of Our Cities, 1/29

Joseph Silva

Council of Cities Dinner, hosted by the County, 1/30

City Manager Sean Rabé reported on the topics below:

- Welcome to our new City Attorney Christopher Diaz.
- The Police Department is currently recruiting for a new Police Officer.
- Sergeant Kevin Nishita has been nominated for a community service award by the Daly City Lions.
- Sean will be speaking at the Chamber of Commerce Major Employers Breakfast on February 19, 2015.
- Reminder: Town offices will be closed on February 12 and February 16, 2015

ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor del Rosario at 9:06 p.m. in memory of Tim O'Brien, brother of Town employee Jeanne O'Brien.

Respectfully submitted,

Caitlin Corley
Administrative Technician III

This page left intentionally blank.

**MINUTES
SPECIAL MEETING**

City Council of the Town of Colma
City Hall, 1198 El Camino Real
Colma, CA 94014

**Tuesday, February 17, 2015
6:00 p.m.**

CALL TO ORDER

Mayor del Rosario called the Special Meeting of the City Council for the Town of Colma to order at 6:04 p.m.

Council Present – Mayor Joanne F. del Rosario, Vice Mayor Diana Colvin, Council Members Helen Fisicaro, Raquel “Rae” Gonzalez and Joseph Silva all were present.

Staff Present – City Manager Sean Rabé, Special Projects Management Analyst Roger Peters, and Administrative Technician III Caitlin Corley were in attendance.

NEW BUSINESS

1. BASIC CABLE TELEVISION SERVICE

Julie Mason of Comcast Cable gave a presentation and answered questions from the public and the Council. John Kiely of AT&T gave a presentation and answered questions from the public and the Council.

This item was for discussion only; no action was taken at this meeting.

ADJOURNMENT

Mayor del Rosario adjourned the Special Meeting at 7:47pm.

Respectfully Submitted,

Caitlin Corley
Administrative Technician III

This page left intentionally blank.

Final Check List
Town of Colma

apChkLst
02/02/2015 1:13:43PM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41232	2/3/2015	00004 AT&T	000006151618	1/13/2015	C3A1210TS01 12/13/14-01/12/	3,207.37	
			000006140552	1/13/2015	C602221371777 12/13/14-01/1:	2,510.98	
			000006171314	1/20/2015	2312714310437 12/20/14-01/1:	235.68	
			000006140829	1/13/2015	6509973409097 12/13/14-01/1:	92.81	
			000006140828	1/13/2015	6509970105804 12/13/14-01/1:	73.74	6,120.58
41233	2/3/2015	00025 ALLIED HEATING & AIR COND	37382	12/31/2014	085/01/14-01/31/15 Semi-annu:	2,980.00	
			37341	12/31/2014	Removed Broken Fan and Repi	268.52	3,248.52
41234	2/3/2015	00051 CALIFORNIA WATER SERVICE	6544607057	1/20/2015	6544607057 SW Corner Hillside	108.00	108.00
41235	2/3/2015	00093 CITY OF SOUTH SAN FRANCIS	515955	1/21/2015	TRAFFIC SIGNAL MAINTENAN	750.00	750.00
41236	2/3/2015	00140 FIRST NAT BANK OF NO CA	01/21/15 Dossey	1/21/2015	CREDIT CARD PURCHASE	5,908.70	
			01/21/15 Ramos	1/21/2015	CREDIT CARD PURCHASE	3,427.44	
			01/21/15 Rabe	1/21/2015	CREDIT CARD PURCHASE	2,123.97	
			01/21/15 Gogan	1/21/2015	CREDIT CARD PURCHASE	1,113.79	
			01/21/15 Stratfor	1/21/2015	CREDIT CARD PURCHASE	401.08	
			01/21/15 Morque	1/21/2015	CREDIT CARD PURCHASE	378.07	
			01/21/15 Pfortent	1/21/2015	CREDIT CARD PURCHASE	114.00	
			01/21/15 Fisicarc	1/21/2015	CREDIT CARD PURCHASE	58.86	13,525.91
41237	2/3/2015	00215 FEDEX OFFICE AND PRINT	2-909-26188	1/16/2015	01/05/15 Planning Dept. Shipm	33.02	33.02
41238	2/3/2015	00288 HATFIELD, PATRICIA	2000011.003	1/23/2015	01/23/15 Golden Gate Fields W	17.00	17.00
41239	2/3/2015	00307 PACIFIC GAS & ELECTRIC	01/21/2015	1/21/2015	PG&E	1,685.55	
			01/21/15	1/21/2015	PG&E	276.89	
			01/26/2015	1/26/2015	PG&E	123.84	
			01/20/2015	1/20/2015	PG&E	12.06	2,098.34
41240	2/3/2015	00432 VISION SERVICE PLAN	Feb 2015	1/21/2015	VISION SERVICE PLAN	980.72	980.72
41241	2/3/2015	00456 NORTH PENINSULA FOOD PA	01/28/2015	1/28/2015	Donation in Honor of 2014 May	100.00	100.00
41242	2/3/2015	00575 C.A.P.E. ACCOUNTING	2015 Membershi	1/27/2015	2015 Membership T. Jordan	45.00	45.00
41243	2/3/2015	01037 COMCAST CABLE	Jan 25-Feb 24, ;	1/20/2015	INTERNET 1520 HILLSIDE BL	280.70	
			Jan 25-Feb 24, ;	1/20/2015	INTERNET 427 F ST.	230.70	511.40
			15-1	1/26/2015	RECORDS MANAGEMENT	5,006.25	5,006.25
41244	2/3/2015	01076 API CONSULTING	SAN MATEO COUNTY ELECTI	1/9/2015	Nov 4, 2014 Election Cost of	505.44	505.44
41245	2/3/2015	01138 STONE, SHIRLEY	2000012.003	1/23/2015	01/23/15 Golden Gate Fields W	17.00	17.00
41246	2/3/2015	01181 SAN MATEO COUNTY	02/01/15 2nd Ins	2/1/2015	MOSQUITO ABATEMENT ASS	93.71	93.71
41247	2/3/2015	01291 VERIZON WIRELESS SERVICE	9738896107	1/15/2015	CELL PHONE SERVICE	1,178.68	1,178.68
41248	2/3/2015	01370 SAN MATEO LAWN MOWER	Jan 2015	1/26/2015	Jan 2015 Parts & Service	283.79	283.79
41249	2/3/2015	01450					

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41250	2/3/2015	01457	BATERINA, BARBARA 2000014.003	1/23/2015	01/23/15 Golden Gate Fields W	17.00	17.00
41251	2/3/2015	01552	FORTE PRESS CORPORATIO152254	1/15/2015	500 Business Cards - Det. Daw	201.12	201.12
41252	2/3/2015	01565	BAY CONTRACT MAINTENAN(January 2015	1/10/2015	JANITORIAL SERVICES	8,114.11	8,114.11
41253	2/3/2015	01601	DELA CRUZ, MARIA THERESA 100483	1/26/2015	01/26/15 Deposit Refund 1/25/1	300.00	300.00
41254	2/3/2015	01833	OLIVAS, DIANA 2000018.003	1/26/2015	01/26/15 Program Withdrawal F	49.00	49.00
41255	2/3/2015	01878	PRIORITY ARCHITECTURAL G2014A3730	12/31/2014	Custom Nameplates for Sgt Ke	161.55	161.55
41256	2/3/2015	01995	CELESTE, MIKE L. 15-0107	1/28/2015	Jan 16 & 21, 2015 Cardroom B;	330.00	330.00
41257	2/3/2015	02179	HUB INTERNATIONAL OF CA Jan 2015	1/31/2015	INSURANCE EVENTS	256.08	256.08
41258	2/3/2015	02190	GOGAN, REA Jan 17-22, 2015	1/23/2015	Jan 17-22, 2015 Reimburseme	58.41	58.41
41259	2/3/2015	02274	FRANK AND GROSSMAN LANI40445628	1/21/2015	Tree Cleanup Police Station	720.00	720.00
41260	2/3/2015	02398	ADVANCED BUSINESS FORM:18750	1/23/2015	3-Pt Moving Citations #701101-	277.60	277.60
41261	2/3/2015	02527	SALVANTE, BENJAMIN 2000015.003	1/26/2015	01/26/15 Deposit Refund	50.00	50.00
41262	2/3/2015	02641	PAPE, HEATHER 2000017.003	1/26/2015	01/26/15 Withdrawal Refund St	19.00	19.00
41263	2/3/2015	02739	ZEBOHEAD AUTOMOTIVE INC000002633 Bala	1/9/2015	Balance Due Labor and Tax	245.53	245.53
41264	2/3/2015	02787	AECO SYSTEMS, INC. 49371	1/15/2015	Adjust Fire Alarm Switch and G:	291.70	291.70
41265	2/3/2015	02801	DUENAS, DIANA 2000016.003	1/26/2015	01/26/15 Deposit Refund	50.00	50.00
41266	2/3/2015	02802	WANG, FEI HAI 2000019.003	1/27/2015	01/27/15 Deposit Refund	184.00	184.00
			2000020.003	1/27/2015	01/27/15 Deposit Refund	80.00	264.00

b total for FIRST NATIONAL BANK OF DALY CITY: 46,028.46

35 checks in this report.

Grand Total All Checks:

46,028.46

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41267	2/3/2015	01276	02/06/2015	2/6/2015	State Disability Insurance Reim	195.68	195.68
41268	2/3/2015	01299	Replaces Ck #40	8/6/2014	Replaces Refund Ck #40251 08	10.00	10.00
41269	2/3/2015	01359	02/06/2015	2/6/2015	State Disability Insurance Reim	124.37	124.37
41270	2/3/2015	01653	KAISER FOUNDATION HEALTH	1/9/2015	Oct 2014 Injections and Lab Se	178.00	178.00
41271	2/3/2015	02499	GE CAPITAL INFORMATION TI94031340	1/23/2015	COPY MACHINE RENTAL	1,116.28	1,608.96
			94032132	1/26/2015	COPY MACHINE RENTAL	492.68	
41272	2/3/2015	02605	Bicycle Patrol Sh	2/3/2015	Replacement Check 05/11/14 B	54.50	
			March 24-25, 20	2/3/2015	Replacement Check March 24-	24.27	78.77
					b total for FIRST NATIONAL BANK OF DALY CITY:		2,195.78

6 checks in this report.

Grand Total All Checks:

2,195.78

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41273	2/6/2015	00068	02062015 B	2/6/2015	COLMA PEACE OFFICERS: P/	554.90	554.90
41274	2/6/2015	00631	02062015 B	2/6/2015	PERS - BUYBACK: PAYMENT	36,105.84	
			02062015 B	2/6/2015	PERS MISC NON-TAX: PAYME	13,935.38	
			02062015 M	2/6/2015	PERS MISC NON-TAX: PAYME	961.74	51,002.96
41275	2/6/2015	01340	02062015 B	2/6/2015	FLEX 125 PLAN: PAYMENT	538.86	538.86
41276	2/6/2015	01360	02062015 B	2/6/2015	ICMA CONTRIBUTION: PAYME	4,350.00	
			02062015 M	2/6/2015	ICMA CONTRIBUTION: PAYME	650.00	5,000.00
41277	2/6/2015	01375	02062015 B	2/6/2015	NATIONWIDE: PAYMENT	5,000.00	
			02062015 M	2/6/2015	NATIONWIDE: PAYMENT	700.00	5,700.00
41278	2/6/2015	02377	02062015 B	2/6/2015	WAGE GARNISHMENT: PAYM	553.84	553.84
93161	2/6/2015	00130	02062015 B	2/6/2015	CALIFORNIA STATE TAX: PAY	7,596.95	7,596.95
93162	2/6/2015	00521	02062015 B	2/6/2015	FEDERAL TAX: PAYMENT	42,466.01	42,466.01
93164	2/6/2015	00521	02062015 M	2/6/2015	FEDERAL TAX: PAYMENT	907.56	907.56

o total for FIRST NATIONAL BANK OF DALY CITY: 114,321.08

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41279	2/9/2015	00051	CALIFORNIA WATER SERVICE01/29/2015	1/29/2015	WATER BILL	2,207.69	
			5793906861	1/30/2015	WATER BILL	32.48	2,240.17
41280	2/9/2015	00057	CINTAS CORPORATION #2	1/23/2015	PW First Aid Supplies	359.65	
			8401954821	1/23/2015	Admin First Aid Supplies	160.68	520.33
			8401954843	2/1/2015	Feb 2015 Maintenance Contrac	602.00	602.00
41281	2/9/2015	00254	METRO MOBILE COMMUNICA150205	2/3/2015	PEST CONTROL	50.00	
41282	2/9/2015	00414	TERMINEX INTERNATIONAL L341889202	1/24/2015	CREDIT CARD CHARGES	2,535.57	2,535.57
41283	2/9/2015	00449	BANK OF AMERICA	2/1/2015	601 F St. Stormwater Annual Fe	244.00	244.00
41284	2/9/2015	00573	SMC ENVIRONMENTAL HEAL1257869	1/21/2015	01/21/15 PTAP Award	3,000.00	3,000.00
41285	2/9/2015	00592	METROPOLITAN TRANSPORTAR0469	1/30/2015	Nov 4, 2014 Colma's Election	796.36	796.36
41286	2/9/2015	00714	SMC ASSESSOR-COUNTY CLI1415002	2/2/2015	02/02/15 Deposit Refund 1/31/1	50.00	
41287	2/9/2015	00779	CASTRO, ESTHER	1/17/2015	Remantoner HP CE505A, CD/E	356.92	
41288	2/9/2015	00830	STAPLES BUSINESS ADVANT/8032912958	1/24/2015	Sharpie Markers, Insertable Div	172.00	528.92
			8033000614	2/2/2015	02/02/15 Deposit Refund 1/31/1	300.00	300.00
41289	2/9/2015	00978	CASTRO, RUDOLFO	1/20/2015	MONTHLY SERVICE CONTRA	5,380.00	5,380.00
41290	2/9/2015	01030	STEPFORD, INC.	1/26/2015	COMCAST CABLE TV	22,682.18	
41291	2/9/2015	01037	COMCAST CABLE	1/27/2015	INTERNET 1198 & 1199 EL CA	235.70	22,917.88
41292	2/9/2015	01308	EEL RIVER FUELS, INC.	1/31/2015	PW GAS PURCHASES	310.88	310.88
41293	2/9/2015	01340	FLEX-PLAN SERVICES, INC	1/31/2015	SECTION 125 PARTICIPANT F	655.00	655.00
41294	2/9/2015	01461	DOSSEY, BRIAN	Jan 22-Feb 2 Re	Jan 22-27, 2015 Mileage Reimt	132.01	132.01
41295	2/9/2015	01685	STADTLER LANDSCAPING	2/4/2015	PLANT MAINTENANCE	240.00	
			4562	2/4/2015	PLANT MAINTENANCE	120.00	360.00
41296	2/9/2015	01687	UNITED SITE SERVICES OF	1/29/2015	STANDARD AND REGULAR SI	118.98	118.98
41297	2/9/2015	01723	THE ACTIVE NETWORK, INC. 11064624	1/27/2015	ACTIVE Net - Microsoft Lifecar	59.68	59.68
41298	2/9/2015	01760	JARVIS, FAY & DOPORTO, LLLF6961	12/31/2014	Nov & Dec 2014 TEA and Colm	650.00	650.00
41299	2/9/2015	02056	GOTELLI, LOUIS	2/3/2015	01/25/15 Work Boots Reimburs	113.91	113.91
41300	2/9/2015	02078	CINTAS CORPORATION NO. 2DG38298883	1/20/2015	DOCUMENT DESTRUCTION	48.58	48.58
41301	2/9/2015	02082	VINCE'S OFFICE SUPPLY, INCJan 2015 #2109	1/30/2015	OFFICE SUPPLIES	347.96	
			Jan 2015 #2110	1/30/2015	OFFICE SUPPLIES	284.16	632.12
41302	2/9/2015	02144	DOMINICA. DE LUCCA DBA DI400	1/27/2015	TAE KWON DO	1,800.00	1,800.00
41303	2/9/2015	02182	DALY CITY KUMON CENTER	2/5/2015	TUTORING	4,330.00	4,330.00
41304	2/9/2015	02249	ONTIVEROS, ANTONIO	2000022.003	02/03/15 Deposit Refund	350.00	
			2000023.003	2/3/2015	02/03/15 Deposit Refund	300.00	650.00
41305	2/9/2015	02258	KIM, SEUNG NAM	Jan 2015 Golf	GOLF LESSONS	500.00	500.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41306	2/9/2015	02274	FRANK AND GROSSMAN LANI0148899	2/1/2015	LANDSCAPE MAINTENANCE	10,063.00	10,063.00
41307	2/9/2015	02716	COM-STRAT, LLC DBA 292	1/30/2015	Misc. Emails, Telecons re:	3,022.50	3,022.50
41308	2/9/2015	02739	ZEBOHEAD AUTOMOTIVE INC000002663	2/5/2015	11 Ford Crown Vic #7 Replacec	971.27	
			000002661	2/4/2015	09 Ford Explorer Oil Service & 1	637.52	1,608.79
41309	2/9/2015	02743	UTILITY TELEPHONE, INC Feb 2015	2/1/2015	INTERNET ACCESS 128070	664.75	664.75
41310	2/9/2015	02762	CORNERSTONE EARTH GRO16913	1/23/2015	Outside Laboratory Colma Stree	784.70	784.70
41311	2/9/2015	02790	SAN PEDRO, SUZETTE 100489	2/2/2015	02/02/15 Deposit Refund 2/01/1	300.00	300.00
b total for FIRST NATIONAL BANK OF DALY CITY:							65,970.13

33 checks in this report.

Grand Total All Checks:

65,970.13

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41312	2/13/2015	00002	02/01/2015	2/1/2015	PHONE BILLS	148.52	148.52
41313	2/13/2015	00004	000006202709	2/1/2015	4 Voice Mail Ports Jan 2015	799.52	799.52
41314	2/13/2015	00013	Jan 2015	1/31/2015	TIRE SERVICE	193.41	193.41
41315	2/13/2015	00051	CALIFORNIA WATER SERVICE0944444444	1/30/2015	09444444444 1180-1190 El Cam	48.72	97.44
41316	2/13/2015	00174	3422893362	1/30/2015	3422893362 1520 Hillside Blvd.	48.72	713.54
41317	2/13/2015	00181	HOME DEPOT CREDIT SERVI(01/30/2015	1/30/2015	Jan 6-28, 2015 PW Purchases	713.54	1,242.00
41318	2/13/2015	00211	IEDA 20064	2/1/2015	LABOR RELATIONS CONSUL	1,242.00	1,242.00
41319	2/13/2015	00307	KELLY-MOORE PAINTS	1/31/2015	PAINT AND SUPPLIES	131.73	131.73
			PACIFIC GAS & ELECTRIC	2/4/2015	PG&E	2,440.04	
			0512181543-4	2/4/2015	PG&E	2,017.25	
			0576889222-5	2/4/2015	PG&E	327.13	
			6991706865-7	2/3/2015	6991706865-7 1190 El Camino	289.71	5,106.69
			00352222590-8	2/4/2015	PG&E	32.56	54.50
41320	2/13/2015	00309	PAUL'S FLOWERS	1/31/2015	01/08/15 Presentation Bouquet	54.50	100.00
41321	2/13/2015	00365	SMCLETMA	2/7/2015	2015 Membership Dues	100.00	109.00
41322	2/13/2015	00388	SONITROL	2/1/2015	427 F ST. MONTHLY MONITO	109.00	308.51
41323	2/13/2015	00411	TURBO DATA SYSTEMS	1/31/2015	CITATION PROCESSING	308.51	1,886.00
41324	2/13/2015	00500	SMC CONTROLLERS OFFICE Jan 2015	2/6/2015	Jan 2015 Allocation of Parking I	1,886.00	180.00
41325	2/13/2015	00507	COLMA FIRE PROTECTION DI03/04-8	2/4/2015	08/10/13 First Aid & CPR 3 Stur	180.00	400.52
41326	2/13/2015	00623	AUS WEST LOCKBOX	1/31/2015	UNIFORM SERVICE	400.52	234.37
41327	2/13/2015	00659	ADAMSON POLICE PRODUCTINV165682	2/3/2015	40 S&W 180 GR JHP Ranger T	234.37	126.45
41328	2/13/2015	00830	STAPLES BUSINESS ADVANT/8033110553	1/31/2015	Board Marker Aluminum, Cloro	126.45	490.75
41329	2/13/2015	00928	CLEAN SOURCE, INC.	1/28/2015	Paper and Cleaning Supplies	490.75	17.90
41330	2/13/2015	01399	WESTLAKE TOUCHLESS CARJan 2015	2/1/2015	PD CAR WASH	17.90	253.98
41331	2/13/2015	01549	BURNS, LORI	2/10/2015	01/21-02/15 REIMBURSEMENT	253.98	291.25
41332	2/13/2015	01680	NBS GOVERNMENT FINANCE 115000085	1/31/2015	USER FEE CONSULTING SER	291.25	300.00
41333	2/13/2015	02056	GOTELLI, LOUIS	2/9/2015	02/09/15 Deposit Refund 02/7/1	300.00	282.48
41334	2/13/2015	02118	BAY AREA NEWS GROUP	1/31/2015	Jan 6-10, 2015 Public Notice Pr	282.48	885.11
41335	2/13/2015	02216	RAMOS OIL CO. INC.	1/31/2015	GASOLINE PURCHASES	885.11	859.57
			4897	1/10/2015	GASOLINE PURCHASES	859.57	800.58
			6427	1/20/2015	GASOLINE PURCHASES	800.58	0.07
41336	2/13/2015	02228	AT&T TELECONFERENCE SEF502-003136	2/1/2015	TELECONFERENCE	0.07	290.00
41337	2/13/2015	02285	MIRA, DEBBIE	2/9/2015	02/09/15 Deposit Refund 02/8/1	290.00	1,536.90
41338	2/13/2015	02499	GE CAPITAL INFORMATION TE94108435	2/3/2015	COPY MACHINE RENTAL	1,536.90	

Bank: first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41339	2/13/2015	02641	2000026.003	2/7/2015	02/07/15 Withdrawal Refund Ve	3.00	3.00
41340	2/13/2015	02731	Jan 15-27, 2015	2/6/2015	Jan 25-27, 2015 Mileage & Mea	84.03	84.03
41341	2/13/2015	02739	ZEBOHEAD AUTOMOTIVE INC000002660	2/3/2015	Replace Alternator on Admin Pc	752.66	752.66
41342	2/13/2015	02749	HUBB SYSTEMS, LLC SI-102518	2/11/2015	Hardware Installation Charge: F	800.00	800.00
41343	2/13/2015	02799	ASTOUND BROADBAND Feb 2015 RIMS	1/27/2015	Feb 2015 RIMS Pt to Pt Fiber L	400.00	400.00
41344	2/13/2015	02803	GYMDOC, INC. 00064715	2/4/2015	Quarterly Preventive Maintenanc	120.00	120.00

b total for FIRST NATIONAL BANK OF DALY CITY: 20,000.48

33 checks in this report.

Grand Total All Checks:

20,000.48

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41345	2/20/2015	00047	02202015 B	2/20/2015	CLEA: PAYMENT	416.50	416.50
41346	2/20/2015	00068	02202015 B	2/20/2015	COLMA PEACE OFFICERS: P/	645.52	645.52
41347	2/20/2015	00631	02202015 B	2/20/2015	PERS - BUYBACK: PAYMENT	36,134.29	
			02202015 B	2/20/2015	PERS MISC NON-TAX: PAYME	13,934.47	50,068.76
41348	2/20/2015	01340	02202015 B	2/20/2015	FLEX 125 PLAN: PAYMENT	538.86	538.86
41349	2/20/2015	01360	02202015 B	2/20/2015	ICMA CONTRIBUTION: PAYME	4,350.00	4,350.00
41350	2/20/2015	01375	02202015 B	2/20/2015	NATIONWIDE: PAYMENT	5,000.00	5,000.00
41351	2/20/2015	02224	02202015 B	2/20/2015	LIFE INSURANCE: PAYMENT	319.00	319.00
41352	2/20/2015	02377	02202015 B	2/20/2015	WAGE GARNISHMENT: PAYM	553.84	553.84
93171	2/20/2015	00130	02202015 B	2/20/2015	CALIFORNIA STATE TAX: PAY	7,491.36	7,491.36
93172	2/20/2015	00521	02202015 B	2/20/2015	FEDERAL TAX: PAYMENT	42,099.17	42,099.17

o total for FIRST NATIONAL BANK OF DALY CITY: 111,483.01

Bank : first FIRST NATIONAL BANK OF DALY

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
41353	2/20/2015	02224	STANDARD INSURANCE COM02202015 B	2/20/2015	LIFE INSURANCE: PAYMENT	8.20	8.20
) total for FIRST NATIONAL BANK OF DALY CITY:						8.20	8.20

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41354	2/23/2015	00003	A. S. F. ELECTRIC	2/11/2015	Install 2 LED Wall Packs on We	1,991.00	1,991.00
41355	2/23/2015	00020	ASSOCIATED SERVICES INC	1/31/2015	SUPPLIES	135.50	135.50
41356	2/23/2015	00025	ALLIED HEATING & AIR COND	1/31/2015	Temp Sensor in Meeting Room	1,143.11	1,143.11
41357	2/23/2015	00051	CALIFORNIA WATER SERVICE	2/12/2015	1727052702 JSB across from F	101.79	101.79
41358	2/23/2015	00057	CINTAS CORPORATION #2	1/31/2015	CLEANING SERVICE	751.34	751.34
41359	2/23/2015	00071	CSG CONSULTANTS, INC.	2/12/2015	CSG	149,733.75	149,733.75
41360	2/23/2015	00093	CITY OF SOUTH SAN FRANCISCO	2/12/2015	DISPATCH SERVICES	8,626.09	8,626.09
41361	2/23/2015	00112	DEPARTMENT OF JUSTICE	2/4/2015	FINGERPRINT APPLICATIONS	1,286.00	1,286.00
41362	2/23/2015	00214	KSM PRINTING	2/17/2015	2500 #10 Fast Forward Window	243.78	243.78
41363	2/23/2015	00282	CALIFORNIA PUBLIC EMPLOY	2/17/2015	MEDICAL INSURANCE	94,600.47	94,600.47
41364	2/23/2015	00364	SMC SHERIFF'S OFFICE	1/31/2015	LAB FEES	681.67	681.67
41365	2/23/2015	00412	TELECOMMUNICATIONS ENG	2/10/2015	Facilities Mgmt & Maintenance	1,328.00	1,328.00
41366	2/23/2015	00414	TERMINEX INTERNATIONAL	2/23/2015	01/20/14 Service 601 F St.	59.00	59.00
41367	2/23/2015	00534	SMC INFORMATION SERVICE	2/10/2015	MICRO CHANNEL & LINES	1,322.25	1,322.25
41368	2/23/2015	01036	MANAGED HEALTH NETWORK	2/14/2015	EMPLOYEE ASSISTANCE PRG	118.00	118.00
41369	2/23/2015	01037	COMCAST CABLE	2/7/2015	INTERNET 601 F ST.	103.95	103.95
41370	2/23/2015	01276	GONZALEZ, RAE	2/20/2015	10/15/14 Refund Overcharge C.	18.00	18.00
41371	2/23/2015	01414	VERANO HOMEOWNERS ASS	3/1/2015	02/17/15 Cooking Class Withdr.	14.00	32.00
41372	2/23/2015	01442	INTERSTATE GRADING & PAV	2/6/2015	VERANO OWNERS ASSOCIA	295.00	295.00
41373	2/23/2015	01461	DOSSEY, BRIAN	2/23/2015	Pmt #6 Work Through 01/31/15	45,818.27	45,818.27
41374	2/23/2015	01565	BAY CONTRACT MAINTENAN	2/10/2015	Feb 7-11, 2015 Reimbursement	899.70	899.70
41375	2/23/2015	01569	DARLING INTERNATIONAL	2/2/2015	JANITORIAL SERVICES	8,114.11	8,114.11
41376	2/23/2015	01878	PRIORITY ARCHITECTURAL	2/11/2015	TRAP SERVICE CHARGE	79.71	79.71
41377	2/23/2015	02224	STANDARD INSURANCE	2/12/2015	Custom Nameplate 2"x10"x1/16	72.95	72.95
41378	2/23/2015	02251	RECORD XPRESS OF CA, LLC	1/31/2015	LIFE INSURANCE	220.00	220.00
41379	2/23/2015	02274	FRANK AND GROSSMAN LANI	1/28/2015	STORAGE, WORKORDERS, IN	319.94	319.94
41380	2/23/2015	02332	AUGUSTINE, DEBORAH	1/31/2015	Cypress Lawn Phase 2 Install &	2,465.00	2,930.00
41381	2/23/2015	02352	GUTIERREZ, IMELDA	2/17/2015	Remove & Replace (1) 2" Valve	465.00	50.00
41382	2/23/2015	02510	REGIONAL GOVERNMENT SE	2/17/2015	02/17/15 Deposit Refund	300.00	300.00
41383	2/23/2015	02547	ESTES COMMERCIAL REFRIG	1/31/2015	02/17/15 Deposit Refund 2/15/1	1,965.00	1,965.00
41384	2/23/2015	02623	BLOEBAUM, CYNTHIA	1/28/2015	CONTRACT C. FRANCIS	1,922.40	1,922.40
41385	2/23/2015	02637	Z.A.P. MANUFACTURING INC.	2/23/2015	Replaced Damaged Compress	450.00	450.00
				2/11/2015	2 "Colma Community Center" S	648.10	648.10

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41386	2/23/2015	02662	1718	2/13/2015	Carpet Purchase & Installation I	8,732.45	8,732.45
41387	2/23/2015	02699	Jan 26-30, 2015	2/15/2015	Jan 26-30, 2015 Supervisory Cr	51.18	
			Feb 2-6, 2015 R	2/15/2015	Feb 2-6, 2015 Supervisory Cou	47.04	98.22
41388	2/23/2015	02719	100498	2/17/2015	02/17/15 Deposit Refund 2/14/1	300.00	300.00
41389	2/23/2015	02739	ZEBOHED AUTOMOTIVE INC000002670	2/12/2015	11 Ford Crown Vic #5 Replacec	639.15	639.15
41390	2/23/2015	02804	VELEZ, LUIS	2/17/2015	02/17/15 Deposit Refund	50.00	50.00
41391	2/23/2015	02805	ESCOBAR, EDDY	1/5/2015	31991P Refund Live Scan Over	7.00	7.00
41392	2/23/2015	02806	REBOLA, MICHELLE	2/19/2015	32113P Refund Live Scan Over	17.00	17.00
41393	2/23/2015	02807	BLUE WATER TOWING & AUT-343	2/12/2015	Chrysler 300 Admin Car Tow to	125.00	125.00
b total for FIRST NATIONAL BANK OF DALY CITY:						336,311.70	

40 checks in this report.

Grand Total All Checks:

336,311.70

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Kathleen Gallagher, Sustainability Programs Manager
Michael P. Laughlin, City Planner
Lori Burns, Human Resources Manager

VIA: Sean Rabé, City Manager

MEETING DATE: March 11, 2015

SUBJECT: Participation in Beacon Award Recognition Program

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION DIRECTING CITY MANAGER TO SUBMIT BEACON AWARD APPLICATION

EXECUTIVE SUMMARY

The Beacon Award is an Institute for Local Government (ILG) program that recognizes jurisdictions which adopt programs that promote sustainability and reduce greenhouse gas emissions (GHG). The Town of Colma has implemented several sustainability programs and is eligible for recognition for these efforts via the Beacon Award.

FISCAL IMPACT

None. The Beacon Award application requires minimal staff time to complete, and hours are available in the current Planning budget for sustainability programs. Participating in the recognition program may increase Colma's competitiveness for future state or other grant funding.

BACKGROUND

The Town of Colma adopted a Climate Action Plan (CAP) and has implemented several successful sustainability programs that reduce GHG. Participation in the Beacon Award program is an opportunity for Colma to highlight current successes that promote sustainability. Beacon Award jurisdictions receive special recognition at League of California Cities and California State Association of Counties events, are highlighted on the Beacon Award website, and receive certificates and other materials to display in Town facilities.

ANALYSIS

Participation in the Beacon Award involves the following steps:

- Adopt a resolution stating Colma's participation in the program;
- Designate a lead staff person as the point of contact;
- Prepare baseline GHG inventories for Town facilities and the community as a whole. *Colma has already completed these inventories for the years 2005 and 2010;*
- Prepare a Climate Action Plan (CAP). *Colma has already adopted a CAP and implemented some of the CAP programs;*
- Demonstrate compliance with AB 939, the California Integrated Waste Management Act of 1989. *Colma is in compliance with AB 939 for recycling requirements and waste reduction programs;*
- Achieve specified measurable GHG reductions and energy savings in agency facilities. *Colma has achieved the required GHG reductions for agency facilities;*
- Achieve measurable greenhouse gas reductions and promote energy conservation activities in the community. *Colma has achieved the required GHG reductions for community; and*
- Implement Best Practices from the ILG's California Climate Action Network's Best Practices Framework to reduce GHG for Town facilities and the community (residents and businesses). The Town of Colma's Climate Action Plan includes these practice areas, and the Town is working on implementation in these practice areas. The 10 Best Practice Areas are:
 1. Energy Efficiency & Conservation
 2. Water & Wastewater Systems
 3. Green Building
 4. Waste Reduction & Recycling
 5. Climate-Friendly Purchasing
 6. Renewable Energy & Low-Carbon Fuels
 7. Efficient Transportation
 8. Land Use & Community Design
 9. Open Space & Offsetting Carbon Emission
 10. Promoting Community & Individual Action

Participating jurisdictions are recognized with Silver, Gold, or Platinum Beacon Awards for achieving specified measurable reductions. The program also recognizes participants for interim accomplishments. The criteria for the three levels of the Beacon Award are achieved through a tiered scale for agency (Town) actions, and community (residents and businesses) actions. The following table provides the detailed criteria.

Criteria:	<i>Beacon Award Level Silver</i>	<i>Beacon Award Level Gold</i>	<i>Beacon Award Level Platinum</i>	<i>Data Source</i>
Town operations: GHG reductions	5% reduction	10% reduction	20% reduction	RICAPS
Town operations: Energy savings	5% savings	10% savings	20% savings	PG&E
Community (residents & businesses): GHG reductions	5% reduction	10% reduction	20% reduction	RICAPS
Community (residents & businesses): Energy efficiency	1 activity	2 activities	4 activities	PG&E
10 Best Practice Programs	Implement 1 program in each Best Practice Area	Implement 2 programs in each Best Practice Area	Implement 3 programs in each Best Practice Area	ILC

The Town of Colma currently qualifies for the Silver Beacon Award. There is no deadline or timeline for meeting award level criteria and awards will be distributed on an ongoing basis. Colma will be asked to provide periodic information about efforts to reduce GHG emissions, CAP program implementation, and activities in the ten best practice areas.

Colma's participation in the Beacon Award program is a good opportunity to highlight successful Town efforts that promote sustainability, and to receive special recognition by the League of California Cities and California State Association of Counties.

Values

The City Council was **Visionary** in adopting the CAP. Submitting for the Beacon Award will allow Colma to receive special recognition by the League of California Cities and California State Association of Counties for adopting the CAP and implementing successful sustainability programs.

Sustainability Impact

Submittal of the Beacon Award is consistent with the Town's goals of furthering sustainability and sustainability awareness in the community and region.

Alternatives

The City Council could direct the City Manager to not submit the application. However, this alternative is not recommended since the Town should be recognized for the work the Town is doing in the area of climate action and protection.

CONCLUSION

Staff recommends that City Council adopt a resolution directing the City Manager to submit the Beacon Award application.

ATTACHMENT

- A. Resolution

**RESOLUTION NO. 2015-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA
RESOLUTION DIRECTING CITY MANAGER TO SUBMIT
BEACON AWARD APPLICATION**

The City Council of the Town of Colma does hereby resolve as follows:

1. Background

- (a) The Beacon Award is an Institute for Local Government (ILG) program that recognizes jurisdictions who adopt programs that promote sustainability and reduce greenhouse gas emissions.
- (b) The Town of Colma adopted a Climate Action Plan and implemented several successful sustainability programs that reduce greenhouse gas emissions. Participation in the Beacon Award program is an opportunity for Colma to highlight current successes that promote sustainability.
- (c) The Town of Colma has implemented several sustainability programs and can be recognized for these efforts via the Beacon Award. Beacon Award jurisdictions receive special recognition at League of California Cities and California State Association of Counties events, are highlighted on the Beacon Award website, and receive certificates and other materials to display in Town facilities.

2. Findings

- (a) The Town of Colma City Council finds that submittal of an application for the Beacon Award is beneficial because it increases awareness of sustainability programs in Colma and may make the Town eligible for grant funding.

3. Order

- (a) The City Council hereby directs the City Manager to submit an application for the Town to be considered for a Beacon Award.

//
//
//
//
//
//
//
//
//
//

Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on March 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Animal Control Services Agreement

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING AGREEMENT FOR ANIMAL CONTROL SERVICES

EXECUTIVE SUMMARY

The proposed resolution would approve an agreement for animal care and control services between the Town, the County of San Mateo, and the cities of Atherton, Belmont, Brisbane, Burlingame, 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. This agreement would allow the Town to continue to contract with the County to continue its long running practice of facilitating animal care and control services. It would also allow the County to continue to contract with the Peninsula Humane Society/SPCA for animal control and sheltering services to be provided in the Town and the County. It would also obligate the Town to pay its share of costs associated with the services to be provided.

FISCAL IMPACT

Under the terms of the agreement, the Town would be liable for its proportionate share of the costs of the services. For year 2014-2015 the Town's proportionate share is 0.53% with the County and the other cities making up the remaining 99.47% of the costs. The Town would also be liable for any additional net program costs associated with the County administering certain services when requested. For fiscal year 2014-2015, the Town has budgeted \$30,000 for animal control services.

Overall, costs with both the Peninsula Humane Society/SPCA and the County are anticipated to increase in future fiscal years but no more than 2% to 3% annually. This means that the Town's budgeted amount for animal control services will need to increase slightly in future years. Costs associated with animal care and control administered by the County and the Peninsula Humane Society/SPCA are still less than if the Town sought to provide its own animal care and control services.

BACKGROUND

The Town of Colma, like all of the incorporated cities and towns in the County, contracts with the County to operate a countywide animal control program. The County contracts with the Peninsula Humane Society/SPCA, a private, non-profit organization, to enforce all animal control and anti-cruelty laws and to provide shelter for homeless animals and other services.

The Town's existing agreement with the County and the other cities will expire on June 30, 2015.

ANALYSIS

The proposed animal services agreement, along with the facility/shelter funding arrangement for a new animal care facility approved by the City Council last year, were developed and reviewed by a working group of County managers, the San Mateo County City Managers' Association (SMCCMA). The SMCCMA has been discussing animal services and the existing contract with the Peninsula Humane Society/SPCA as part of its monthly association meetings. The SMCCMA has also established a standing committee to review draft contracts, performance audits, and cost sharing formulas for countywide animal control services. The SMCCMA committee was directly involved with the County during contract negotiations and had a seat at the table with the Peninsula Humane Society/SPCA on the proposed agreement.

Terms of the Agreement

The new proposed agreement provides for the following:

- Section 3.2 requires all cities entering into the agreement to amend their existing ordinances and fee schedule to be consistent with the County's provisions regarding animal control.
- Section 3.6 allows the cities to use the County's offices and hearing officers to conduct certain types of hearings authorized by the Town's ordinance.
- Section 3.8 imposes on the Town the obligation to pay its proportionate share of costs of the services currently set for year 2014-2015 at 0.53%. It also imposes on the Town the obligation to pay additional costs if the Town authorizes the County to undertake certain administrative tasks, such as hearings, outlined in the agreement.
- Section 4 outlines the County's responsibilities under the agreement. Some of these responsibilities include: (1) entering into an agreement with Peninsula Humane Society/SPCA for animal care and control services; (2) handling all financial aspects of the arrangement; (3) providing certain administrative services for the convenience of the cities; (4) providing audit reports to each city annually and overseeing and managing the audits as further discussed in the Costs Section below; and (5) issuing tags for dangerous animals.
- Section 5.1, 5.2, 5.3, and Exhibit C to the agreement outlines the Peninsula Humane Society/SPCA's responsibilities. Some of these responsibilities include: (1) providing adequate staff and facilities for the provision of shelter services; (2) providing adequate

staff and facilities for the treatment of injured animals; and (3) providing adequate staff and facilities for licensing dogs and cats.

- Section 5.3 and 5.4 requires the Peninsula Humane Society/SPCA to vacate the current shelter when the new shelter is ready, but acknowledges the Peninsula Humane Society/SPCA can use contract funds to address deferred maintenance for the existing facility.
- Section 5.6 details the term of the agreement which is from July 1, 2015 to June 30, 2020.
- Section 5.13 provides that the Town shall indemnify the County for any Town officer or employee negligent or wrongful acts in performing Town obligations under the agreement. A reciprocal indemnification is provided that requires the County to indemnify the Town for any County officer or employee negligent or wrongful acts in performing County obligations under the agreement.
- Section 5.13 also acknowledges that with respect to activities of the Peninsula Humane Society/SPCA, a particular city will be obligated to indemnify the County and the other cities if a suit is brought against the County and other cities for actions of the Peninsula Humane Society/SPCA that occur in one particular city. Likewise, the County is obligated to indemnify the Town and other cities if a suit is brought against the Town and other cities for actions of the Peninsula Humane Society/SPCA that occur in the unincorporated County. It is important to note Section 5.13(e) requires the Peninsula Humane Society/SPCA to indemnify the Town, the County, and the other cities in its performance of the Services.

Costs

The Town currently has budgeted \$30,000 for animal care and control services for fiscal year 2014-2015.

Future costs associated with the animal control services provided by the Peninsula Humane Society/SPCA are anticipated to increase no more than 2.5 and 3% annually over the five year term of the agreement. The County's cost for facilitating the services is also anticipated to increase between 2.5 and 3% annually over the term, but no more than the actual cost.

As previously stated, Colma's proportionate share under the terms of the agreement for 2014-15 is 0.53%, with the Town's percentage share (and all cities) being revisited annually. The number of service calls and shelter visits generated by each city is tracked, and the average of the last three years' data is used to set the upcoming year's costs for member cities and for the County. Each city's, and the County's, three year average usage data is weighted 41% for field services and 59% for shelter services, with a credit for revenues as further discussed in the "Cost Allocation" section below.

There are also cost saving incentives built into the agreement. If the Peninsula Humane Society/SPCA saves money from their approved budget without compromising their service levels, it can keep half of those savings, with the other half realized by member cities and the County. In order for the Peninsula Humane Society/SPCA to retain half of the savings, the

County reviews the service levels provided to confirm that the Peninsula Humane Society/SPCA's service levels were not degraded in order to achieve those savings. This provision is a change from the current contract, which has the Peninsula Humane Society/SPCA keeping 75% of savings.

Cost Allocation to Cities and Unincorporated County

As mentioned above, annual costs are divided up in two ways. The first is to divide costs using a three year average of usage, weighted 41% on field services and 59% on shelter usage. This weighting was selected by the negotiating team as it is representative of how the Peninsula Humane Society/SPCA's costs are actually divided. The prior contract costs were charged to cities weighted 27% Field Services/73% Shelter services. That cost allocation was based on an older consultant study that was based more on activity, but not as much on costs.

The second factor in dividing costs is how to factor in offsetting revenues from animal licensing and vaccinations. The prior contract with cities had all licensing/vaccination revenues coming off the top from total Peninsula Humane Society/SPCA's costs, prior to allocating net costs back to cities and the Unincorporated County. The new contract gives each city credit for the animal licensing and vaccination revenue attributable to that particular city as a direct offset of its own share of costs. That change gives cities a mechanism to lower their costs by allowing them to do additional outreach to their residents to license and vaccinate their animals.

Performance Audit

The agreement provides for a performance audit in section 4.3 (k) after the first two years of the agreement to assess whether the Peninsula Humane Society/SCPA is achieving efficiency and effectiveness in performance of the services. The parameters of the audit and cost will be determined by a subgroup of all parties through a County administered RFP process. That RFP and the review process will be coordinated with interested city participants through the SMCCMA.

Review of Animal Care Shelter Construction Progress

The proposed animal services agreement includes a provision in Section 5.3 (b) that states:

"(o)nce construction begins on the new animal care shelter ... in San Mateo...., presently anticipated to be during the summer of 2015, each City may participate on an Animal Care Shelter Advisory Committee. This Committee will convene at key junctures during the construction process to discuss the progress. It will also be used as a venue for each City to ask questions and share concerns."

The construction process and results will be reviewed with interested city participants through the SMCCMA.

Reasons for the Recommended Action/Findings

The City Council should adopt the resolution approving the agreement for animal control services as it would allow the current arrangement with the County to continue through 2020. It will also ensure an overall lower cost to the Town. If the Town opted to provide its own animal care and control services, it would likely incur costs in excess of those contemplated under the agreement.

Values

The City Council's adoption of the resolution approving the agreement for animal control services is *visionary* as it will ensure that animal care and control services are provided as they have historically been provided in the Town. Further, the City Council's adoption of the resolution is *responsible* as it ensures an overall lower cost to the Town than if the Town opted to provide its own animal care and control services.

Alternatives

The City Council could choose to not enter into the agreement. Doing so would require the Town to provide its own animal care and control services which will likely be at an increased cost than those contemplated under the agreement.

CONCLUSION

The City Council should adopt the resolution approving the agreement for animal control services.

ATTACHMENTS

- A. Resolution
- B. Contract

This page left intentionally blank.

**RESOLUTION NO. 2015-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING AGREEMENT
FOR ANIMAL CONTROL SERVICES**

The City Council of the Town of Colma does hereby resolve:

1. Background.

- (a) The Town has historically contracted with the County of San Mateo for the County to facilitate animal care and control.
- (b) In 2003, San Mateo County and the Town of Colma entered into an agreement for the County to provide animal control services to the Town through the Peninsula Humane Society and SPCA.
- (c) The current agreement is set to expire on June 30, 2015.
- (d) In anticipation of the current agreement expiring, the Town and the County, in conjunction with other cities in the County, seek to enter into a new agreement for animal care and control.
- (e) The agreement is not subject to competitive bidding under the Town's Purchasing Ordinance and the Town can enter into the contract with the County directly as a contract for services provided by a government agency under Municipal Code Section 1.06.180(c).

2. Order.

- (a) The agreement between the Town of Colma, the County of San Mateo, and other cities in the County, attached hereto as Exhibit "A", and which is on file with the City Clerk, is hereby approved by the City Council of the Town of Colma.
- (b) The Mayor is authorized to execute the agreement on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on March 11, 2015 by the following vote:

///

///

///

///

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk

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 _____ day of _____, 2015, 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 50 years with the current Agreement expiring on June 30, 2015; 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, 2020; 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

Exhibit C – Animal Control Contractor Responsibilities

Exhibit D – Animal Licensing Contractor Responsibilities

Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society & SPCA

2. Definitions

2.1 Administrative Costs: The actual costs, including, but not limited to, salaries, benefits, dispatch, 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 regulating and enforcing laws dealing with 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 regulating 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 Animal Control Contractor's 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 its 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's animal control ordinance(s) shall 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 each City's territorial limits. The fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

Enforcement of provisions of each City's ordinance that differs

substantially from the County Ordinance 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 or 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 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 Each City agrees to meet annually with County to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of services provided by Animal Control Contractor and Animal Licensing Contractor.
- 3.8 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, 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 November 15th of each year; and
- c. Each City shall pay the County the amount shown on the Final Invoice no later than December 31st of each year.

3.9 If revenue collected exceeds Net Program Costs, the excess will be returned to the Cities using the Proportionate Share of Costs.

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 3.8 above.

Fiscal Year	Amount
2015-16	\$5,944,135
2016-17	\$6,122,459
2017-18	\$6,275,521
2018-19	\$6,463,786
2019-20	\$6,625,381

- 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 3.8 above.

Current Contract 2013-2016	Amount
One year license	\$3.80 per license
Multi-year license	\$3.80 for the first year and \$2 for each additional year
Late fees collected	\$2.50 collection service fee for each license
Replacement tags	\$3.80 per tag
Bank and supply fees	Actual cost

- 4.2 The County shall provide the services as outlined in this Agreement for the following estimated amounts. Parties 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 3.8 above.

Fiscal Year	Amount
2015-16	\$420,000
2016-17	\$433,000
2017-18	\$442,000
2018-19	\$455,000
2019-20	\$466,000

- 4.3 In consideration of the payment provided for in Section 3.8, 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 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.
- c. If requested, the Parties' representatives will meet annually to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of service provided by the Animal Control Contractor and Animal Licensing Contractor.
- d. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.
- e. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders as feasible.
- f. Provide dispatch services for after-hours/holiday calls for animal control and licensing.
- g. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Exhibit C.
- h. 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.
- i. 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.

- j. Annually provide each City with the audit report required and completed as outlined in Exhibit C.
- k. At the end of the second year of this Agreement, arrange and oversee a performance audit 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 3.8.
- l. 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. Oversee a committee known as the Spay/Neuter Assistance Advisory Committee comprised of volunteers and city representatives. This Committee will convene quarterly to discuss spay/neuter voucher activities and outreach efforts focused on pet overpopulation. It will also be used as a forum for each City and the public to ask questions and share concerns regarding spay/neuter assistance. Meetings will be arranged and scheduled by County staff.
 - 3. 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.
- m. 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.

- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. 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.
- s. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.
- t. 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.
- u. 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 a anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.
- v. Attend the Animal Control Contractor's monthly vaccination clinic in an on-going effort to educate pet owners on the importance of vaccinating and licensing dogs and cats that reside in the County and the Cities.

- w. Provide decapitation training and materials to Animal Control Contractor's staff.
- x. 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 & 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.

Field Enforcement Services. Services Agreement shall require that the Animal Control Contractor shall provide adequate staff for the provision of field enforcement services for the purpose of enforcing state and local ordinances pertaining to domestic animals, as described in Exhibit C.

Shelter Services. Services Agreement shall require that the Animal Control Contractor shall provide adequate staff and facilities for the provision of shelter services, including the impounding, receiving of unwanted animals, housing, redemption, treatment, sale, adoption, euthanasia and disposal of animals. The shelter and care for all stray and unwanted animals shall be provided 24 hours a day 7 days a week, as described in Exhibit C.

Treatment Services. Services Agreement shall require that, in accordance with California state law, the Animal Control Contractor shall provide adequate staff and facilities for the provision of treatment services to injured animals as described in Exhibit C.

Licensing Services. Services Agreement shall require that, in accordance with California state law, the Animal Licensing Contractor shall provide adequate staff and facilities for the provision of licensing dogs and cats as described in Exhibit D.

5.3 **Lease.**

- a. To enable the Animal Control Contractor to perform the services contemplated by this Agreement for the entire term, each City understands that the existing Animal Control Contractor's leasehold of the animal care shelter located at 12 Airport Boulevard in San Mateo, California, is subject to the County and Animal Control Contractor's lease agreement and that the current lease shall extend at the rental rate of one dollar (\$1.00) per annum, but only so long as the Animal Control Contractor's Services Agreement remains in full force and effect. Notwithstanding the above, when the County's proposed new shelter facility is ready to accommodate all services required to be provided by the Animal Control Contractor under the Services Agreement that are now provided in the existing facility, the lease will terminate. At such time, County will provide the Animal Control Contractor with 90 days written notice to, and the Animal Control Contractor shall within that 90 days, vacate the existing facility unless both parties agree to an extension.
- b. Once construction begins on the new animal care shelter to be located at 12 Airport Boulevard in San Mateo, California, presently anticipated to be during the summer of 2015, each City may participate on an Animal Care Shelter Advisory Committee. This Committee will convene at key junctures during the construction process to discuss the progress. It will also be used as a venue for each City to ask questions and share concerns. Meetings will be arranged and scheduled by County staff.

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 as set forth in Exhibit B.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the Peninsula Humane Society & SPCA facility 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. Parties acknowledge that the County has prepared a Maintenance & Repair survey "Survey" of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Boulevard in the City of San Mateo, which document is included in Attachment 1.

While Animal Control Contractor may use contract funds for the general maintenance of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, repairs shall be prioritized to those noted in the "Survey" or that ensure safe and effective operation of the facility.

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

The Animal Control Contractor agrees to allow the County Department of Public Works to access to the facility quarterly to review conditions. This authorized visit does not in any way create a process for authorizing repairs as the decision of which repairs to perform remains at the discretion of the Animal Control Contractor.

In the event of an emergency safety related repair or other repair deemed necessary in order to maintain the facility in operable condition is needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, Parties agree to meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.

- 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.

Program Deficit or Surplus. The Cities acknowledge and agree that:

- a. The Animal Control Contractor may retain half (50%) of all unspent animal control contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Animal Control Contractor have not impacted the quality of services detailed in this Agreement.
- b. County's determination under Section 5.6(a) shall follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C of this Agreement.
- c. The Animal Control Contractor has agreed not to use these savings to provide services which will add on-going costs to services covered by this Agreement without written County approval.
- d. This Section 5.6 shall not apply to cost savings resulting from decreased levels of service due to changes in each City, County

or State law.

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 basis to the Cities summarizing various field enforcement 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, 2015 through June 30, 2020.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2015 through June 30, 2020. 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 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 each City as set forth in Sections 3.6 and 4.2.
- c. In the event of concurrent negligence of the County, its officer 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. Finally, 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. This indemnification and hold harmless clause 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, sex, 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: Jean Fraser, Chief of the Health System

Address: 225-37th Avenue San Mateo, CA 94403

Telephone: 650.573.2912

Facsimile: 650.573.2788
Email: JFraser@smcgov.org

- 5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirety 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: _____

COUNTY OF SAN MATEO

President, Board of Supervisors

Dated: _____

ATTEST:

TOWN OF ATHERTON

Town of Atherton, Clerk

By

Dated: _____

ATTEST:

CITY OF BELMONT

City of Belmont, Clerk

By

Dated: _____

ATTEST:

CITY OF BRISBANE

City of Brisbane, Clerk

By

Dated: _____

ATTEST:

CITY OF BURLINGAME

City of Burlingame, Clerk

By

Dated: _____

ATTEST:

TOWN OF COLMA

Town of Colma, Clerk

By

Dated: _____

ATTEST:

CITY OF DALY CITY

City of Daly City, Clerk

By

Dated: _____

ATTEST:

CITY OF EAST PALO ALTO

City of East Palo Alto, Clerk

By

Dated: _____

ATTEST:

CITY OF FOSTER CITY

City of Foster City, Clerk

By

Dated: _____

ATTEST:

CITY OF HALF MOON BAY

City of Half Moon Bay, Clerk

By

Dated: _____

ATTEST:

TOWN OF HILLSBOROUGH

Town of Hillsborough, Clerk

By

Dated: _____

ATTEST:

CITY OF MENLO PARK

City of Menlo Park, Clerk

By

Dated: _____

ATTEST:

CITY OF MILLBRAE

City of Millbrae, Clerk

By

Dated: _____

ATTEST:

CITY OF PACIFICA

City of Pacifica, Clerk

By

Dated: _____

ATTEST:

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By

Dated: _____

ATTEST:

CITY OF REDWOOD CITY

City of Redwood City, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN BRUNO

City of San Bruno, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN CARLOS

City of San Carlos, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN MATEO

City of San Mateo, Clerk

By

Dated: _____

ATTEST:

CITY OF SOUTH SAN FRANCISCO

City of South San Francisco, Clerk

By

Dated: _____

ATTEST:

TOWN OF WOODSIDE

Town of Woodside, Clerk

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 2014-15 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%

Exhibit C
Animal Control Contractor Responsibilities

Animal Control Contractor shall provide the following services:

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.
2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit, Section 31, Excluded Services.
3. Impound all dogs caught at large and provide for field return as appropriate.
4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to the Services Agreement between County and Animal Control Contractor (Attachment 1) except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor's mission and purpose as a humane society for the prevention of cruelty to animals.
5. Notify County by January 31st of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.
6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit, Section 31 Excluded Services.
7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.
8. Remove stray dead domestic animals from private property for no charge.
9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.
10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.
11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.

12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

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 A 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.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.
14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.
15. Employ sufficient resources to provide the level of service guaranteed to County and contract areas as shown in Exhibit A.

16. **Field Enforcement Staffing & Services**

- 16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit, Section 16.
- 16.2 Contractor's field services shall include enforcement of all local ordinances which are substantially similar to the County's Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in the Services Agreement between County and Animal Control Contractor (Attachment 1).

- 16.3 Field Enforcement shall include:
- a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and
 - b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and
 - c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up; and all other non-emergency calls for service including pick up of confined strays from the public, but always within twenty-four (24) hours of receiving the call.

Notwithstanding any other provision herein, Contractor shall respond on Sundays, holidays, and after regular patrol hours (9pm-8am) only to calls in the Priority 1 and 2 categories unless staffing is available.

In any case wherein the Contractor does not believe it will be able to respond within these guidelines, the Contractor shall inform the reporting party and/or the local law enforcement agency as to the reason for the delay and an anticipated time frame for the Contractor's response.

- 16.4 When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify Public Health personnel, 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays.

17. **Impoundment**

- 17.1 Within 24 hours of receipt of a specific request from City and/or County law enforcement agencies, Contractor shall promptly impound any animal when lawfully requested. The requesting law enforcement agency must be present at the scene of the impoundment and must provide Contractor with any warrants required for entry and/or impoundment. This request may come at any time the local law enforcement agency deems it is appropriate.
- 17.2 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, appears at the Contractor's facility, and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

- 17.3 Contractor shall maintain for four (4) years 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 or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.
18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in the Services Agreement between County and Animal Control Contractor (Attachment 1).
19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.
20. **Sheltering Services**
 - 20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.
 - 20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).
 - 20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.
 - 20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.
 - 20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit A of hours and of any change in hours.
 - 20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit A.

20.7 Microchip all animal 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.

21. **Treatment, Staffing and Services**

21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.

21.2 Employ sufficient resources to provide the level of treatment services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).

21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor's facility if staff and/or volunteers are available to treat said animals.

21.4 On holidays, weekends, and between 6pm and 8am, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor's staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.

21.5 If an animal becomes sick and/or injured while at the Contractor's facility, it will be treated by the Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat sick and/or injured animal, it will be transported to a veterinary clinic/hospital for emergency or immediate treatment, if needed.

22. **Licensing & Permit Issuance for Dogs and Cats.**

Contractor shall:

22.1 Not release any impounded dog or cat to its owner unless it is licensed as required by applicable ordinance unless refusing to release the animal causes a conflict to the Contractor's mission and purpose as a humane

society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers, or facilities.

22.2 License and/or issue required permits and collect applicable fees for all dogs and cats that are encountered at the Airport Blvd. shelter as required by applicable ordinance.

22.3 Issue dog and cat licenses to the general public as required by applicable ordinance and collect applicable fees.

23. **Performance Measures.**

Contractor shall:

23.1 Collect and maintain data as outlined in the Services Agreement between County and Animal Control Contractor (Attachment 1) Section 8 Performance Measures.

23.2 Report calendar year data to County by January 15th of each year of the Services Agreement between County and Animal Control Contractor (Attachment 1)..

24. **Pick up of animals.**

Contractor shall:

24.1 Pick up and dispose of any dead animal on any street, sidewalk, or other public property with reasonable access as determined in the sole discretion of Contractor except as otherwise indicated in this Exhibit.

24.2 Pick up and dispose of domestic animals on private property for free if the animal is not owned (stray).

24.3 Pick up domestic, owned animals on private property for a fee.

24.4 Pick up and/or dispose of dead or live wildlife on private property or brought to shelter if such wildlife has had direct contact with humans and/or domestic animals which are involved in a bite, attack, is sick, or is injured.

24.5 Dispose of dead or live wildlife or domestic dead animals that are brought to the shelter.

25. **Disaster Preparedness.**

Contractor shall participate in a minimum of one full-scale exercise with San Mateo

County Health System or the Office of Emergency Services annually. County to provide Contractor with a list of exercises which meet this requirement.

26. **Reporting**

Contractor shall:

26.1 Provide complete statistical and other summary information regarding activities and services performed under the Services Agreement between County and Animal Control Contractor (Attachment 1) upon request and with reasonable notice from County or contract areas as well as from members of the public.

26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.

26.3 Provide annual reports on :
a) Total rabies vaccinations given to dogs and cats by Contractor
b) Total quarantines (home & shelter) monitored by Contractor
c) Total spay/neuter surgeries provided by Contractor

Information contained on said annual reports shall be agreed upon by Parties annually.

26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of the Services Agreement between County and Animal Control Contractor (Attachment 1).

26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. **Record Requests**

27.1 Comply with any request by a representative of County for records or documents.

Nothing in the Services Agreement between County and Animal Control Contractor (Attachment 1) obligates Contractor to release names, addresses, phone numbers and/or any other personal, private or other identifying information that it deems confidential for the purposes of conducting its business or for maintain individuals' privacy protection.

Contractor agrees to hold harmless and indemnify County and its officer, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or

employees, to withhold any document or information from any member of the public.

- 27.2 Provide Dangerous or Vicious animal reports prepared by Contractor for purpose of administrative hearings to the County or City and the animal owners, and other interested parties so requesting, no less than three days prior to the scheduled hearing; provided however that Contractor reserves the right to maintain the confidentiality of any private information as described in the Services Agreement between County and Animal Control Contractor (Attachment 1) Section 13 Hold Harmless.

28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. 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 Services Agreement between County and Animal Control Contractor (Attachment 1) and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year. 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 Services Agreement between County and Animal Control Contractor (Attachment 1).

29. **Vaccination Clinics**

- 29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.
- 29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

- 30.1 Contractor agrees to report to the City Managers' Group upon request, at a maximum of quarterly over the term of the Services Agreement between County and Animal Control Contractor (Attachment 1).
- 30.2 Contractor agrees to meet with representatives of Contractor's Board of Directors and a committee of City and County elected officials upon request, at a maximum of once a year over the term of the Services Agreement between County and Animal Control Contractor (Attachment 1).

31. **Excluded Services**

- 31.1 Enforcement of regulations regarding the number of animals per household.
- 31.2 Removal and/or disposal of dead marine animals.
- 31.3 Pick up of baby birds.
- 31.4 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.
- 31.5 Respond to barking dog complaints or animal noise nuisance complaints.
- 31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.
- 31.7 Respond to marine mammals/fish whether dead or alive.
- 31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).
- 31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor's California Department of Fish and Wildlife permits.
- 31.10 Respond to incidents involving dangerous escaped exotic animals.
- 31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.
- 31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.

Exhibit D
Animal Licensing Contractor Responsibilities

Animal Licensing Contractor shall provide the following services:

Management of daily operations for animal licensing

Data Entry & Processing

Process correspondences from pet owners including, but not limited to, issuing tags.

Provide timely billing and renewal notices to pet owners, with at least one of the notices to be printed on an 8-½ x11 sheet of paper and a return envelope is enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.

Provide data entry of both new and renewal licenses and vaccination information. Implement procedures for verification of information submitted.

Ensure complete, unduplicated, and accurate information.

Process, collect, and provide receipts for animal licensing fees.

Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.

Provide customer service including communication with citizens, veterinarians, and designated County staff.

Issue service animal tags to County approved service animal owners. Assist County staff in processing rabies exemption applications.

Veterinarians & Other Authorized Registrars

Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)

Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, vaccination certificates, citizen mailing envelopes, et.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.

Animal License Tags

Process and mail 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.

Issue replacement tags to pet owners whose license tags have been lost, stolen, or damaged.

Electronic Payments & Banking

Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.

Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.

Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.

Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.

Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the month.

Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.

Charges to Licensee for on-line payments:

Cost of Recovery Processing Fees in the amount of \$1.95 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.

Communication & Access

Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing program representatives including Animal Control Officers.

Provide a customized San Mateo County toll-free number and answering service.

Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.

Communicate to pet owners on the status of their pet's license status including annual billing.

Reporting

Provide monthly report of animals licensed to the County.

Provide statistical reports as requested by the County.

Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.

Provide monthly, quarterly, and annual lists of delinquent licenses as requested by the County.

Additional Services

Work in partnership with County staff on developing and implementing options to increase licensing compliance.

Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.

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.

Contractor agrees to comply with California state and local laws governing animal licensing.

Contractor will back up all databases twice during the working day.

ATTACHMENT 1

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT
CORPORATION**

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
PENINSULA HUMANE SOCIETY & SPCA, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, 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 providing animal care, control and shelter services, as required under local and state law and in the interest of the public safety and welfare, for the entire unincorporated territory of the County of San Mateo and all cities of the County of San Mateo which have contracted with the County for such services (collectively hereinafter, "Cities"); and

WHEREAS, Contractor is a private, nonprofit corporation organized under the California Nonprofit Public Benefit Corporation law for charitable purposes, including for the prevention of cruelty to animals; and

WHEREAS, County and Contractor (collectively hereinafter, "Parties") wish to enter into a written Agreement for Animal Control and Shelter Services, in which Contractor agrees to perform and County agrees to compensate Contractor for performance of certain specified animal care, animal control, and shelter services (hereinafter, "Services Agreement"); and

WHEREAS, Parties entered into a written Lease Agreement, dated October 12, 1971, as amended (hereinafter, "Lease Agreement"), in which County leased to Contractor and Contractor leased from County certain premises located at 12 Airport Boulevard in the City of San Mateo containing approximately 8.766 acres, more or less, at the rental rate of one dollar (\$1.00) per annum for an initial period of four (4) years, ending August 31, 1975, and renewable at the option of Contractor for three (3) successive periods of twenty-five (25) years each upon written notice to the County, for use and occupation of Contractor in carrying out the animal care, control and shelter services specified in the Services Agreement; and

WHEREAS, on or about August 17, 1976, Parties entered into an amendment of the October 12, 1971 Lease Agreement whereby Contractor relinquished a portion of the leased area (identified as Parcel B on Exhibit A) and the County added to the leased area

a portion (identified as Parcel C on Exhibit A), such that the Amended Lease Agreement encompassed a lease of approximately six (6) acres of County real property; and

WHEREAS, on or about August 12, 2003, County sent written notice to Contractor terminating Parties' Lease Agreement early as of August 12, 2006, pursuant to Section 18(b) of the Lease Agreement (hereinafter, "Lease Termination Notice"); and

WHEREAS, on or about June 17, 2003, December 14, 2004, April 24, 2007, and April 26, 2011, Parties entered into written agreements for Animal Control Services and Shelter Services for the purpose of amending and extending the term of the Services Agreement and extending the term of the Lease Agreement by a period ending June 30, 2015; and

WHEREAS, Parties desire to enter into a Services Agreement and extend the current Lease Agreement as set forth herein.

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

1. Exhibits and Attachments

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

- Exhibit A—Leased Areas
- Exhibit B—Contract Areas
- Exhibit C—Services
- Exhibit D – Fees to Be Collected for Services Provided
- Exhibit E—Payments and Rates
- Attachment 1 – Public Works Inspection dated March 16, 2009
- Attachment 2 – Quarantine Algorithm dated February 5, 2014

2. Contractor to Provide

- 2.1 **Services.** In consideration of the payments set forth herein and in Exhibit E, and under the general direction of representatives of the San Mateo County Health System, Contractor shall provide animal control services including field enforcement, shelter services, and treatment including spay and neuter, of all animals as described in Exhibit C for County and contract areas as shown in Exhibit B.
- 2.2 **Facilities & Equipment.** Unless stated elsewhere in the Services Agreement, Contractor is responsible for the purchase, repair, and maintenance costs of all facilities and equipment needed to perform services outlined in Exhibit C.

If County and Cities choose, at their own discretion, to replace equipment that is used solely by the Contractor for the purpose of this Services

Agreement, County and Cities will be financially responsible for the purchase cost of said equipment.

Parties acknowledge that the County has prepared a Maintenance & Repair survey of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Boulevard in the City of San Mateo, which document is attached and incorporated herein as Attachment 1 ("Survey").

While Contractor may use contract funds for the general maintenance of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, repairs shall be prioritized to those noted in the "Survey" or that ensure safe and effective operation of the facility.

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

The Contractor agrees to allow the County Department of Public Works to access to the facility quarterly to review conditions. This authorized visit does not in any way create a process for authorizing repairs as the decision of which repairs to perform remains at the discretion of the Contractor.

In the event of an emergency safety related repair or other repair deemed necessary in order to maintain the facility in operable condition is needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, Parties agree to meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.

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

3. County to Provide

- 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 Contractor at its shelter or held in a humane way at a designated holding area until it can be picked up by Contractor.
- 3.2 **Uniform Ordinances and Citation Authority.** County shall encourage jurisdictions shown on Exhibit B to adopt and maintain the same animal

control ordinance and fee schedule as the County. The animal control ordinances for all jurisdictions shown on Exhibit B shall 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.

Enforcement of city ordinances which differ substantially from the County ordinance and which result in an increase to Contractor's costs shall be reimbursed directly by the city requiring additional services, as negotiated between city requiring additional services and Contractor; alternately, Contractor may, at its sole discretion, choose not to provide enforcement of city ordinances which differ substantially from the County ordinance. Provision of services to the contracted areas under this Services Agreement shall take priority over such additional services provided separately to contracting cities.

County reserves the right to make amendments to its animal control ordinance at any time. County will involve Contractor in the process of developing proposed ordinance amendments. County will submit any proposed ordinance changes to Contractor, and Contractor will respond within 30 days as to whether or not the proposed ordinance changes are contrary to Contractor's mission and purpose as a humane society for the prevention of cruelty to animals. Contractor will not be obligated to enforce ordinance changes which are contrary to its mission and purpose. Provided the amendments are not contrary to Contractor's mission and purpose, Parties shall negotiate in good faith regarding Contractor's enforcement of the amendments. Should such amendments result in significantly increased costs to Contractor, the Parties agree to negotiate in good faith, appropriate reimbursement, as provided by Section 7 Cost Overruns of this Services Agreement.

- 3.3 **Radios.** County shall maintain County-owned radio equipment.
- 3.4 **Dispatch.** 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.

Parties shall meet when necessary to agree upon the relevant voicemail message the public hears on Contractor's telephone during County dispatch hours.

- 3.5 **Supplies.** County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

- 3.6 **Revenue Services.** County shall provide collection services for fees that are uncollectable after a service has been provided in the cases when the Contractor determines failure to provide the service would result in conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals and Contractor has made every reasonable attempt to collect said fees.

Contractor has no legal authority to negotiate, waive or retain fees for services outlined in Exhibit C.

- 3.7 **Training.** County shall provide decapitation training and materials to Contractor's staff to ensure their health and safety.
- 3.8 **Documents.** Parties shall meet when necessary to agree upon any relevant printed materials which are to be prepared and distributed by the Contractor for use in executing the Services Agreement.

4. Payments

- 4.1 In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit E. In no event shall the County's fiscal obligation under this Services Agreement exceed Thirty One Million Four Hundred Thirty One Thousand Two Hundred and Eighty Two Dollars (\$31,431,282) except as provided by 7.1 of this Services Agreement.
- 4.2 County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is in deficient and in breach of the terms of this Services Agreement unless, after County provides written notice to Contractor of the deficiencies, Contractor cures said deficiencies within sixty days of the written notice of deficiencies.

5. Fiscal and Program Monitoring

- 5.1 Representatives designated by the Parties may meet to review year-to-date expenditures and to discuss any financial or programmatic issues that either party may have. Either party may request a special meeting for these purposes and upon reasonable notice. Any changes in the amount to be paid to the Contractor shall require Board of Supervisors and Cities' approval. If requested by the County, members of the Contractor's Board of Directors Executive Committee and/or President shall meet with representatives from the San Mateo County City Managers Association.
- 5.2 Where County and Cities issue permits for public exhibitions and events which include animals, such permits shall not be issued without the input of Contractor. Contractor is entitled to recover costs which relate to

staffing that may result during or after the exhibition or event. Such costs shall be collected from the permit applicant by City or County as part of the permit process and then such fee shall be provided to Contractor based on a fee schedule set by Contractor and approved by the City or County in which the event is taking place. Contractor agrees to expeditiously review permits and provide input to the County or 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.

- 5.3 For budgeting and monitoring purposes, revenue accounts shall be established for each service and shall be maintained separately by Contractor.

6. Use of Contract Revenue

- 6.1 All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
- 6.2
- a. Contractor may retain half (50%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract.
 - b. Approval from County will follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C, Section 28 Audit Requirements & Records of this Services Agreement.
 - c. Contractor agrees not to use these savings to provide services which will add on-going costs to services covered by this Services Agreement without written County approval.
 - d. This paragraph shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by Section 7 Cost Overruns of this Services Agreement.

7. Cost Overruns

- 7.1 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.
- 7.2 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.

- 7.3 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.

Notwithstanding any provision of the Lease Agreement to the contrary, should the County choose to exercise the early termination option described herein by providing the required three-hundred-sixty-five (365) days prior written notice of termination of the Services Agreement to Contractor, the early termination of Parties' Lease Agreement shall also be automatically effected thereby, as of the same date of termination as the Services Agreement, without further notice to Contractor, including but not limited to that otherwise required by Section 18 (b) of the Lease Agreement No. 5024 executed October 12, 1971.

8. Performance Measures

- 8.1 From the effective date of this Services Agreement, Contractor shall implement the following performance measures.

- a. Contractor responds to Priority 1 Calls within 60 minutes of receipt of the call. Target = 90%

For the purpose of this subsection, "responds" is defined as arriving on-scene.

- b. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority to represent the owner, appears at the Contractor's facility, and pays relevant impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Target = 100%
- c. Number of pets receiving a rabies vaccination by Contractor. Target a 10% total increase of animals receiving rabies vaccinations by using the baseline of FY 2014-15, with a 10% increase for each consecutive year throughout the term of this Services Agreement.
- d. All legally required vaccinations will be verified as up-to-date or given to any domestic animal that comes into the Contractor's possession prior to being released back into the community unless Contractor's veterinarian determines said animal has a serious medical condition that by giving the vaccination would risk the animal's health or well-being. Target = 100%

- 8.2 If requested, Contractor shall meet annually with the County and City representatives to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of service provided by Contractor.

9. **Term and Termination**

- 9.1 **Services Agreement.** Subject to compliance with all terms and conditions, the term of this Services Agreement shall be from July 1, 2015, through June 30, 2020.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Services 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 materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of this Services Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Services Agreement.

- 9.2 **Material Breach.** In the event of a material breach of this Services Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within sixty days of the notice. In the event the breaching party does not cure the material breach within sixty days, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedy including but not limited to specific performance of this Agreement. 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 until termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.
- 9.3 **Lease Agreement.** To enable Contractor to perform the services under this Services Agreement for the entire term, Parties hereby agree that Contractor's leasehold of the premises subject to the Parties' Lease Agreement and the Lease Termination Notice shall extend at the rental rate of one dollar (\$1.00) per annum, but only so long as this Services Agreement remains in full force and effect. Notwithstanding the above, when the County's proposed new shelter facility is ready to accommodate all services required to be provided by Contractor under this Services Agreement that are now provided in the existing facility, the lease will terminate. At such time, County will provide Contractor with 90 days written notice to, and Contractor shall within that 90 days, vacate the existing facility unless both parties agree to an extension.

10. Negotiated Agreement

Parties acknowledge and agree that this Services Agreement was reduced to writing by County solely for the convenience of the Parties and that neither party is to be considered the drafter of this Services Agreement for the purposes of construction or interpretation of said Services Agreement or any ambiguity herein. Parties acknowledge that the language and provisions of this Services Agreement was negotiated between the Parties, each of whom had the benefit of legal counsel.

11. Availability of Funds

County may terminate this Services Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, City or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. In the event of termination, Contractor shall only be entitled to payment under this Agreement for services already rendered as of the date of termination and shall refund any payments made in advance for which services have not been rendered. Contractor shall not be obligated to provide any services under this Services Agreement for which funding is not available.

12. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Services 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.

13. Hold Harmless

13.1 Contractor shall hold harmless and indemnify the County, and each participating city as listed in Exhibit B as third party beneficiaries of this Services 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, 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.

13.2 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, 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.

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.

14. Assignability and Subcontracting

If the Cities within San Mateo County and the County establish a Joint Powers Agency to implement the administrative function of the Animal Control Program, this Services Agreement may be assigned to it by the County.

Contractor may not assign this Services Agreement in whole or in part to a third party without the prior written approval of the County except as otherwise noted elsewhere in this Services Agreement. All obligations contained herein shall remain in force following any such assignment, except by mutual written agreement of Parties.

Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Services Agreement.

15. Insurance

Contractor shall not commence work or be required to commence work under this Services 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 Services 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.

15.1 **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Services Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Services Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Services Agreement.

15.2 **Liability Insurance.** Contractor shall take out and maintain during the term of this Services 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 Services

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 Services Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by 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 amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional 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 Services Agreement and suspend all further work and payment pursuant to this Services Agreement.

16. Compliance With Laws

16.1 All services to be performed by Contractor pursuant to this Services 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 handicap 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 Services 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 Services Agreement. Notwithstanding, nothing in this Section in any way alters the provisions set forth in Section 3.2, 7.2,

and 7.3 regarding obligations and rights of the Parties as it relates to changes made to City and County ordinances and State laws during the term of this Agreement.

16.2 Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

17. Non-Discrimination and Other Requirements

17.1 *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.

17.2 *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 Services Agreement. Contractor's equal employment policies shall be made available to County upon request.

17.3 *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 handicapped individual 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 this Services Agreement. This Section applies only to contractors who are providing services to members of the public under this Services Agreement.

17.4 *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and

its employees with domestic partners.

- offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

17.5 *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

17.6 *History of Discrimination.* Contractor must check one of the two following options, and by executing this Services Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

17.7 *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Services Agreement shall be considered a breach of this Services 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 Services Agreement;
- ii) disqualification of the Contractor from bidding on 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 examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Services Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

18. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Services Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

19. Retention of Records, Right to Monitor and Audit

- 19.1 Contractor shall maintain all records pertaining to services provided under this Services Agreement for a period of 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 of County, a Federal grantor agency, and the State of California.
- 19.2 Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

- 19.3 Contractor agrees upon reasonable notice to maintain and provide to County, to 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.
- 19.4 All books, records, reports and accounts maintained pursuant to this Services Agreement as related to Contractor's activities under this Services Agreement shall be open to inspection and audit by the County or a designated representative, and by representatives of the state and federal government, upon reasonable notice during normal business hours throughout the life of this Services Agreement and for a period of four (4) years thereafter.
- 19.5 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, County may request additional detailed information of one or more services performed for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS). The Contractor shall not unreasonably deny such requests under this intent. County may not require additional information of Contractor which Contractor, in its sole discretion, knows to be unduly burdensome to provide and/or which will interfere with the operations of Contractor's programs and services including such programs and services which are not covered by this Services Agreement.

20. Merger Clause & Amendments

This Services Agreement, including the Exhibits and Attachments attached to this Services Agreement and incorporated herein by reference, constitutes the sole Services Agreement of the parties to this Services 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 Services Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Services Agreement, the provisions of the body of this Services 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.

21. Controlling Law and Venue

The validity of this Services Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Services Agreement, the performance of this Services Agreement, and any other dispute of any nature arising out of this Services 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 Services 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.

22. Effectiveness of Services Agreement

This Services Agreement becomes effective only after all jurisdictions shown on Exhibit B adopt it by entering into the agreement for animal control services between the County and participating cities.

If such County/City Services Agreement is not adopted by all jurisdictions shown on Exhibit B, this Services Agreement is null and void in its entirety except in such an event, Contractor and any of the jurisdictions shown on Exhibit B are in agreement with the terms and conditions and choose to use it as the grounds for considering a Services Agreement acceptable to only those parties, with such changes in payment and other terms as the parties agree.

23. Notices

Any notice, request, demand, or other communication required or permitted under this Services 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: Jean Fraser, Chief of the Health System
Address: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2912
Facsimile: 650.573.2788
Email: JFraser@smcgov.org

In the case of Contractor, to:

Name/Title: Ken White, President
Address: 1450 Rollins Road Burlingame, CA 94010

Telephone: 650.685.8502
Facsimile: 650.348.7891
Email: kwhite@peninsulahumanesociety.org

24. Electronic Signature

If both County and Contractor wish to permit this Services Agreement and future documents relating to this Services Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Services Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Services Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Peninsula Humane Society & SPCA

President, Peninsula Humane Society & SPCA

Date: _____

Exhibit B

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

Exhibit C
Animal Control Contractor Responsibilities

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

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.
2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit C, Section 31, Excluded Services.
3. Impound all dogs caught at large and provide for field return as appropriate.
4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to this Services Agreement except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor's mission and purpose as a humane society for the prevention of cruelty to animals.
5. Notify County by January 31st of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.
6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit C, Section 31 Excluded Services.
7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.
8. Remove stray dead domestic animals from private property for no charge.
9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.
10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.
11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.

12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

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.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.
14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.
15. Employ sufficient resources to provide the level of service guaranteed in this Services Agreement for County and contract areas as shown in Exhibit B.
16. **Field Enforcement Staffing & Services**
 - 16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit C, Section 16.
 - 16.2 Contractor's field services shall include enforcement of all local ordinances which are substantially similar to the County's Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in this Services Agreement.

- 16.3 Field Enforcement shall include:
- a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and
 - b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and
 - c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up; and all other non-emergency calls for service including pick up of confined strays from the public, but always within twenty-four (24) hours of receiving the call.

Notwithstanding any other provision herein, Contractor shall respond on Sundays, holidays, and after regular patrol hours (9pm-8am) only to calls in the Priority 1 and 2 categories unless staffing is available.

In any case wherein the Contractor does not believe it will be able to respond within these guidelines, the Contractor shall inform the reporting party and/or the local law enforcement agency as to the reason for the delay and an anticipated time frame for the Contractor's response.

- 16.4 When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify Public Health personnel, 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays.

17. **Impoundment**

- 17.1 Within 24 hours of receipt of a specific request from City and/or County law enforcement agencies, Contractor shall promptly impound any animal when lawfully requested. The requesting law enforcement agency must be present at the scene of the impoundment and must provide Contractor with any warrants required for entry and/or impoundment. This request may come at any time the local law enforcement agency deems it is appropriate.
- 17.2 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, appears at the Contractor's facility,

and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

- 17.3 Contractor shall maintain for four (4) years 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 or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.
18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in this Services Agreement.
19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.
20. **Sheltering Services**
 - 20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.
 - 20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in this Services Agreement.
 - 20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.
 - 20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.
 - 20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit B of hours and of any change in hours.
 - 20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit B under this Services Agreement.
 - 20.7 Microchip all animal 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.

21. **Treatment, Staffing and Services**

- 21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.
- 21.2 Employ sufficient resources to provide the level of treatment services guaranteed in this Services Agreement.
- 21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor's facility if staff and/or volunteers are available to treat said animals.
- 21.4 On holidays, weekends, and between 6pm and 8am, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor's staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.
- 21.5 If an animal becomes sick and/or injured while at the Contractor's facility, it will be treated by the Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat sick and/or injured animal, it will be transported to a veterinary clinic/hospital for emergency or immediate treatment, if needed.

22. **Licensing & Permit Issuance for Dogs and Cats.**

Contractor shall:

- 22.1 Not release any impounded dog or cat to its owner unless it is licensed as required by applicable ordinance unless refusing to release the animal causes a conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers, or facilities.
- 22.2 License and/or issue required permits and collect applicable fees for all dogs

and cats that are encountered at the Airport Blvd. shelter as required by applicable ordinance.

- 22.3 Issue dog and cat licenses to the general public as required by applicable ordinance and collect applicable fees.

23. **Performance Measures.**

Contractor shall:

- 23.1 Collect and maintain data as outlined in this Services Agreement Section 8 Performance Measures.
- 23.2 Report calendar year data to County by January 15th of each year of this Services Agreement.

24. **Pick up of animals.**

Contractor shall:

- 24.1 Pick up and dispose of any dead animal on any street, sidewalk, or other public property with reasonable access as determined in the sole discretion of Contractor except as otherwise indicated in this Exhibit.
- 24.2 Pick up and dispose of domestic animals on private property for free if the animal is not owned (stray).
- 24.3 Pick up domestic, owned animals on private property for a fee.
- 24.4 Pick up and/or dispose of dead or live wildlife on private property or brought to shelter if such wildlife has had direct contact with humans and/or domestic animals which are involved in a bite, attack, is sick, or is injured.
- 24.5 Dispose of dead or live wildlife or domestic dead animals that are brought to the shelter.

25. **Disaster Preparedness.**

Contractor shall participate in a minimum of one full-scale exercise with San Mateo County Health System or the Office of Emergency Services annually. County to provide Contractor with a list of exercises which meet this requirement.

26. **Reporting**

Contractor shall:

- 26.1 Provide complete statistical and other summary information regarding

activities and services performed under this Services Agreement upon request and with reasonable notice from County or contract areas as shown on Exhibit B, as well as from members of the public.

- 26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.
- 26.3 Provide annual reports on :
 - a) Total rabies vaccinations given to dogs and cats by Contractor
 - b) Total quarantines (home & shelter) monitored by Contractor
 - c) Total spay/neuter surgeries provided by Contractor

Information contained on said annual reports shall be agreed upon by Parties annually.
- 26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of this Service Agreement.
- 26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. **Record Requests**

- 27.1 Comply with any request by a representative of County for records or documents.

Nothing in this Services Agreement obligates Contractor to release names, addresses, phone numbers and/or any other personal, private or other identifying information that it deems confidential for the purposes of conducting its business or for maintain individuals' privacy protection.

Contractor agrees to hold harmless and indemnify County and its officer, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or employees, to withhold any document or information from any member of the public.

- 27.2 Provide Dangerous or Vicious animal reports prepared by Contractor for purpose of administrative hearings to the County or City and the animal owners, and other interested parties so requesting, no less than three days prior to the scheduled hearing; provided however that Contractor reserves the right to maintain the confidentiality of any private information as described in this Services Agreement, Section 13 Hold Harmless.

28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. 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 this Services Agreement and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year. 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 this Services Agreement.

29. **Vaccination Clinics**

- 29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.
- 29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

- 30.1 Contractor agrees to report to the City Managers' Group upon request, at a maximum of quarterly over the term of this Services Agreement.
- 30.2 Contractor agrees to meet with representatives of Contractor's Board of Directors and a committee of City and County elected officials upon request, at a maximum of once a year over the term of this Services Agreement.

31. **Excluded Services**

- 31.1 Enforcement of regulations regarding the number of animals per household.
- 31.2 Removal and/or disposal of dead marine animals.
- 31.3 Pick up of baby birds.
- 31.4 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.

- 31.5 Respond to barking dog complaints or animal noise nuisance complaints.
- 31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.
- 31.7 Respond to marine mammals/fish whether dead or alive.
- 31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).
- 31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor's California Department of Fish and Wildlife permits.
- 31.10 Respond to incidents involving dangerous escaped exotic animals.
- 31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.
- 31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.

Exhibit D
Fees To Be Collected For Services Provided

In consideration of the payments set forth in Exhibit E, 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. However, where failure to provide the service would result in a conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers or facilities, County agrees to provide collection services for said fees.

1. 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.

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.

2. 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.

- (a) All redemption charges as shown in San Mateo County Ordinance 6.04.290 (b) with the following limitation:

1. **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;
2. **Transportation and trailing costs** for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and
3. **Animal rescue costs** on private property.

- (b) All surrender, euthanasia and dead on arrival disposal fees, as shown in San Mateo County Ordinance 6.04.290 (c).

- (c) Quarantine fee – Home, as shown in San Mateo County Ordinance 6.04.290 (d).

- (d) Dangerous Animal Permit – permit, inspection, and signage fees, as

shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

- (e) Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).
- (f) Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).
- (g) Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).
- (h) Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).
- (i) Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.
- (j) Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

3. **Uncollectable Fees**

When the applicable fee is uncollectable, but the service has been provided in the cases where failure to provide the service would result in conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers or facilities, Contractor shall make what it believes to be a reasonable attempt to collect the fee from the responsible party.

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.

If fees remain uncollectable, 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

Exhibit E
Payments and Rates

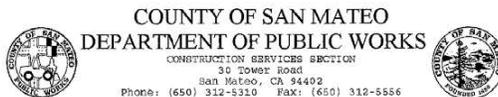
In consideration of the services provided by Contractor in Exhibit C & D and subject to the terms of this Services Agreement:

1. County shall pay Contractor in twelve (12) equal monthly installments the annual amount of:

<u>Fiscal Year and Amount</u>	
2015-16	\$ 5,944,135
2016-17	\$ 6,122,459
2017-18	\$ 6,275,521
2018-19	\$ 6,463,786
2019-20	\$ 6,625,381

2. Contractor shall pay County in twelve (12) monthly payments all fees collected for services provided in Exhibit C and outlined in Exhibit D.

Attachment 1



Public Health

ESTIMATE

March 16, 2009
CSS Est. #72626

Attn: Brian Zamora

Phone: 650-573-3426

RE: **Maintenance and Repair**
Peninsula Humane Society, 12 Airport Blvd., San Mateo

Dear Brian,

We propose to furnish services, including labor and materials, necessary to **Perform Maintenance and Repair** per your request dated November 19, 2008, our Scope of Work, and subject to the stated exclusions:

SCOPE OF WORK: ELECTRICAL

- > Perform EAMP (Electrical Apparatus Maintenance Program).
- > Test and clean Main Switchgear and subpanels.

Estimate Price: \$ 15,120.00

- > Perform various electrical work at the following locations:

- In-House Clinic: \$ 7,665.00
- Squad Room/Lobby/Upstairs: \$ 7,140.00
- Adoption: \$ 3,413.00
- Wildlife: \$ 5,040.00
- Education Lobby: \$ 375.00
- Barn Yard: \$ 640.00
- Roof: \$ 5,670.00

- > Perform exterior lighting work: \$ 13,230.00
- > Install exit signs: \$ 275.00 each*

*Number of exit signs to be determined by Fire Marshall.

Total Estimate Price for ELECTRICAL: \$ 58,293.00 (without exit signs)

SCOPE OF WORK: *PLUMBING*

Per the walk-thru, the following observations were noted below:

Spay & Neuter Clinic

- > The unisex staff bathroom does not meet ADA requirements (16" to centerline of fixture) but is functional.
- > The dog wash sink should have a vacuum breaker installed, UPC code due to the pre-rinse hose being used.

Dog Storage Area

- > The water line touches the chain link fence, and the hose BIBBs need to have a vacuum breaker installed.
- > The Fire Inspector Test Drain needs to be strapped to the wall.

Cat Area

- > Hose BIBB attached to fence.

Roof Area

- > Sleepers need to be anchored to roof structure.
- > The water, gas, and condensate lines need to be put on sleepers and strapped.
- > Some of the condensate lines are broken or no traps are in place resulting in poor drainage.

In-House Clinic

- > No vacuum breaker installed on faucet. Need one due to the use of the pre-rinse hose.

Cat Room

- > Sink trap and/or dishwasher leaks. Check valves need to be installed on the hose reels.

Lobby and Human Resources

- > Men's and Women's restrooms do not meet ADA requirements for public use:
 - Centerline of toilet, height, 5'-0" radius for wheelchair.
 - Improper grab bar size and location.
 - Urinals do not meet height requirement and/or spacing.
- > Drinking fountains not to ADA specifications.

*Without a specific scope of work from the requester/customer, it is difficult to provide a cost estimate on the aforementioned items. Most are small things that can be done over a period of time (i.e. maintenance schedule). Some items are more important and should be addressed as soon as possible. It is recommended that one area at a time is brought up to all applicable codes.

SCOPE OF WORK: *Construction/Carpentry*

- > Pavement repairs, restriping, and spot sealing: \$ 39,900.00
- > Tune up (not rebuild) all HVAC units and roof ductwork: \$ 13,650.00
- > Patch, prime and paint no more than 12 small (4'x4' or smaller) sheetrock patches in multiple areas of wall and ceiling: \$ 22,050.00
- > Perform no more than 6 small (6'x6' or smaller) vct and/or carpet repairs: \$ 8,400.00
- > Repair & store up no more than 14 existing doors so as to operate normally (includes prime & paint): \$ 23,100.00
- > Repair existing roofing material, skylights, gutters, & downspouts: \$ 14,700.00
- > Replace no more than 940' of exterior siding, trim, z channel & vapor barrier: \$ 186,900.00
- > Caulk, prime (where needed), and paint exterior wood siding & trim: \$ 44,100.00

Total Estimate Price for CONSTRUCTION/CARPENTRY: \$ 352,800.00

GRAND TOTAL ESTIMATE PRICE: \$ 411,023.00 (without plumbing or exit signs).

***NOTES:**

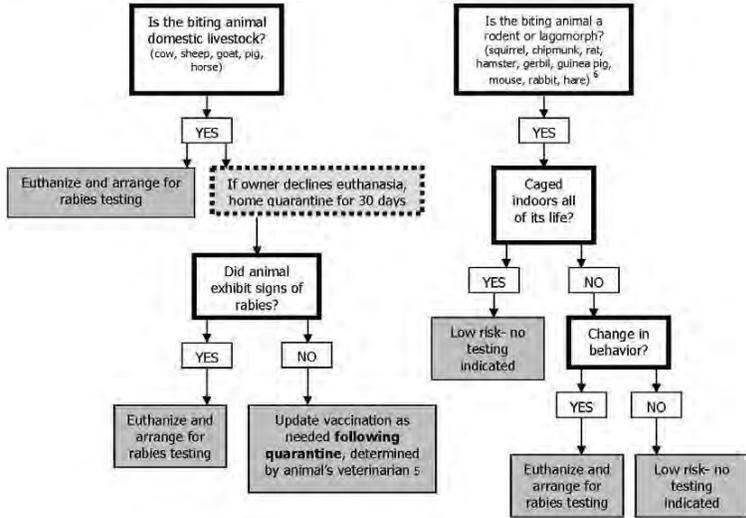
- ✓ Please keep in mind that access to areas may be limited, occupied or restricted.
 - ✓ Scheduling will take time and cooperation between all parties will be necessary to ensure impact to the public, staff, and tenants will be as minimal as possible.
 - ✓ Do to the age and state of repair for much of the facility, some incidentals will come up as work takes place. Example: exterior siding is removed revealing needed framing repair or replacement. This cannot be foreseen; therefore, a change order for any work above & beyond anticipated work will be submitted for approval.
1. A project daily report will be completed by the Construction Services authorized representative and is available upon request.
 2. Costs for material, rental equipment, subcontractor invoices, and other miscellaneous items not listed above will be charged at invoice.
 3. Any and all changes to the scope of work as detailed above will be done by authorized change order only.

EXCLUSIONS:

- 1) Anything not noted above.
- 2) *Unforeseen obstructions or changes to the scope or progress of any work.*
 - a. *Such obstructions or changes will be discussed with the customer and agreement will be made on appropriate revisions to the budget before any further work is done.*
- 3) Meetings. _____ (Initial)
- 4) Acts of nature.
 - a. Delays in work.

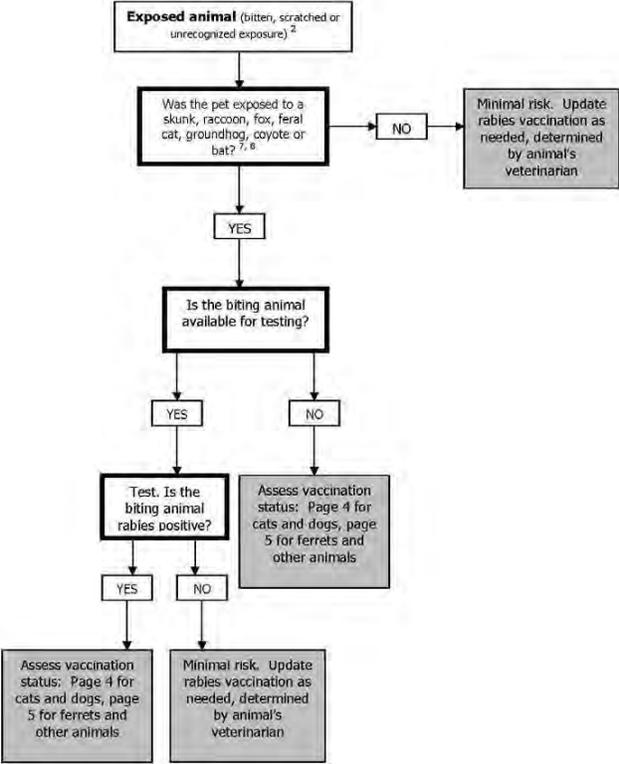
ATTACHMENT 2

QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS



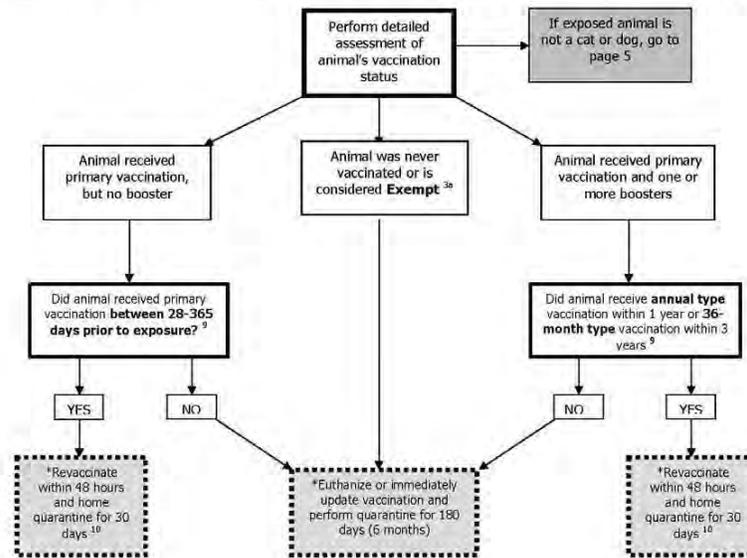
Revised/Approved 2/5/14

QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL



Revised/Approved 2/5/14

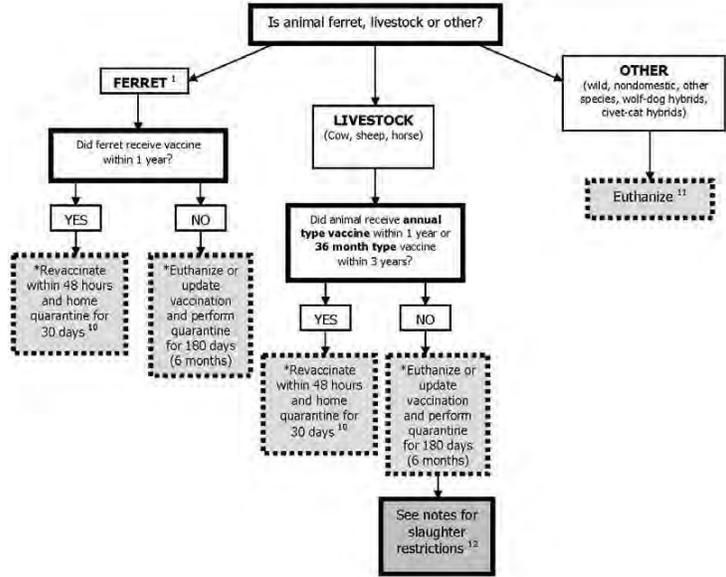
QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS



***If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

Revised/Approved 2/5/14

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.**

Revised/Approved 2/5/14

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

Revised/Approved 2/5/14

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Animal Control Fees

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION AMENDING COLMA ADMINISTRATIVE CODE, SUBCHAPTER 1.10, MASTER FEE SCHEDULE, RELATING TO ANIMAL CONTROL

EXECUTIVE SUMMARY

On March 11, 2015, as part of the consent calendar items, the City Council approved an agreement with the County of San Mateo, and the cities of Atherton, Belmont, Brisbane, Burlingame, 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. Pursuant to Section 3.2 of that agreement, the Town is required to update its animal control fees to be consistent with the County's fees. The proposed resolution amends the Town's existing fee schedule on animal control to be consistent with the County's fee schedule.

FISCAL IMPACT

Adoption of the resolution is not anticipated to cause increased costs to the Town.

ANALYSIS

The proposed resolution amends the Town's Master Fee Schedule to ensure the animal control fees imposed by the Town are consistent with the fees imposed by the County for such services. In particular, the fees have been increased from the prior fees in order to address increased costs in providing the services. Additionally, adoption fees have been removed from the Town's fee schedule as such fees are not imposed by the Town or the County, but instead are collected by the Peninsula Humane Society/SPCA.

A few fee examples are as follows:

- Dog license fees for a one year period have increased from \$30 to \$50 for unaltered dogs and from \$12 to \$20 for altered dogs.
- Cat license fees are now imposed pursuant to a new license fee requirement contained in the ordinance. Cat license fees for a one year period are \$15.00 for unaltered cats and \$7.00 for altered cats.
- Impound fees for dogs and cats has increased from \$30 to \$40 for altered animals, and from \$50 to \$60 for unaltered animals.
- Surrender, euthanasia, and dead on arrival fees have increased with surrender fees for dogs and cats increasing from \$20 to \$60, euthanasia fees increasing from \$40 to \$50 and dead on arrival fees increasing from \$20 to \$30.

Reasons For the Recommended Action

The City Council should adopt the resolution as it will ensure the Town is in compliance with the terms of the animal control services agreement entered into with the County.

Values

The City Council's adoption of the resolution is the *responsible* thing to do as it will ensure the Town is in compliance with the terms of the animal control services agreement with the County.

Alternatives

The City Council could choose not to adopt the resolution, or seek changes. If the City Council chooses not to adopt the resolution, the Town may be out of compliance with the terms of the animal control services agreement with the County. Such non-compliance could lead to increased costs to the Town to the extent the Town is forced to subsidize the difference between the cost to provide the service, as detailed in the County's fee schedule, and the amount the City can legally impose, as detailed in the Town's fee schedule.

CONCLUSION

The City Council should adopt the resolution.

ATTACHMENTS

- A. Resolution

**RESOLUTION NO. 2015-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AMENDING COLMA ADMINISTRATIVE CODE,
SUBCHAPTER 1.10, MASTER FEE SCHEDULE,
RELATING TO ANIMAL CONTROL**

The City Council of the Town of Colma hereby resolves:

ARTICLE 1. BACKGROUND

(a) On March 11, 2015 the Town of Colma entered into an Agreement with the County of San Mateo and the cities of Atherton, Belmont, Brisbane, Burlingame, Daily 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 ("Agreement").

(b) Pursuant to Section 3.2 of the Agreement each city's fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

ARTICLE 2. SUBCHAPTER 1.10 AMENDED

Subchapter 1.10 of Chapter One of the Colma Administrative Code is hereby amended as follows:

1.10.600	<i>ANIMAL CONTROL: LICENSE FEES.</i> The following fees will be charged for administration of the Animal Control Program. These fees are in addition to any other fees set forth in this schedule. The fees set forth herein do not exceed the estimated reasonable cost of providing the service.	
1.10.602	Dog License Fee: Unaltered dog	\$50.00 for one year; \$145.00 for three years
1.10.604	Dog License Fee: Altered dog	\$20.00 for one year; \$55.00 for three years
1.10.606	Dog License Fee: Late penalty	\$20.00
1.10.608	Dog License Fee: Duplicate tag	\$8.00
1.10.610	Dog License Fee for Seniors*: Unaltered dog	\$18.00 for one year; \$54.00 for three years
1.10.612	Dog License Fee for Seniors*: Altered dog	\$9.00 for one year; \$23.00 for three years
1.10.614	Wolf Hybrid License Fee: Unaltered wolf	\$50.00 for one year; \$145.00 for three years
1.10.616	Wolf Hybrid License Fee: Altered wolf	\$20.00 for one year; \$55.00 for three years

1.10.618	Duplicate Wolf Tag	\$8.00
1.10.620	Cat License Fee: Unaltered cat	\$15.00 for one year; \$45 for three years
1.10.622	Cat License Fee: Altered cat	\$7.00 for one year; \$17.50 for three years
1.10.624	Cat License Fee: Late penalty	\$7.00
1.10.626	Cat License Fee: Duplicate tag	\$5.00
1.10.628	Cat License Fee for Seniors*: Unaltered cat	\$7.00 for one year; \$21.00 for three years
1.10.630	Cat License Fee for Seniors*: Altered cat	\$5.00 for one year; \$11.25 for three years

* Discount for seniors 60 years of age or older; proof required

1.10.632	<i>ANIMAL CONTROL: REDEMPTION CHARGES</i>		
1.10.634	Redemption Charges: Type A (large size animals; i.e., horses, cows, etc.)	Impound cost \$125.00 plus \$25.00 per day board cost plus \$70.00 transportation cost (per animal) plus \$70.00 trailering cost (per use)	
1.10.636	Redemption Charges: Type B (medium size animals; i.e., hogs, sheep, etc.)	Impound cost \$125.00 plus \$25.00 per day board cost plus \$70 transportation cost (per animal) plus \$70.00 trailering cost (per use)	
1.10.638	Redemption Charges: Type C (dogs, cats and hybrid wolves) Impound costs: First offense	Altered: \$40.00– licensed or registered dogs and wolves, wearing tag, and unlicensed cats; \$50.00– unlicensed or unregistered dogs or wolves, no tag	Unaltered: \$60.00– licensed or registered dogs and wolves, wearing tag, and unlicensed cats; \$80.00– unlicensed or unregistered dogs or wolves, no tag
1.10.640	Redemption Charges: Type C (dogs, cats and hybrid wolves) Impound costs: Second offense	Altered: \$90.00	Unaltered: \$120.00
1.10.642	Redemption Charges: Type C (dogs, cats and hybrid wolves) Impound costs: Third offense or more	Altered: \$135.00	Unaltered: \$150.00

1.10.644	Redemption Charges: Type C (dogs, cats and hybrid wolves) Impound costs: Fourth offense	Altered: \$180.00	Unaltered: \$210.00
1.10.646	Redemption Charges: Type C (dogs, cats and hybrid wolves) Impound costs: Fifth offense and up	Altered: \$225.00	Unaltered: \$255.00
1.10.648	Redemption Charges: (dogs and hybrid wolves), Board cost:	Altered: \$20.00	Unaltered: \$25.00
1.10.650	Redemption Charges: (cats), Board cost:	Altered: \$16.00	Unaltered: \$19.00
1.10.652	Redemption Charges: Type D (small size animals; i.e., birds, hamsters)	\$40.00 impound cost plus \$13.00 per day board cost	

1.10.654	<i>ANIMAL CONTROL: SURRENDER, EUTHANASIA AND DEAD ON ARRIVAL DISPOSAL FEES</i>			
		Surrender	Euthanasia	Dead on Arrival
1.10.656	Dog or Cat	\$60.00	\$50.00	\$30.00
1.10.658	Rabbit or small animal	\$60.00	\$50.00	\$30.00
1.10.660	Litter of 3 or more	\$50.00	\$40.00	\$30.00
1.10.662	Bird/Fowl	\$30.00	\$15.00	\$22.00
1.10.664	All exotic animals	\$25.00	\$25.00	\$25.00
1.10.666	Farm Animal	\$60.00	\$100.00	\$100.00

1.10.668	<i>ANIMAL CONTROL: MISCELLANEOUS FEES</i>		
1.10.670	Quarantine Fee		\$50.00
1.10.672	Dangerous Animal Permit Fee		\$260.00
1.10.674	Dangerous Animal Signage		\$10.00
1.10.76	Dangerous Animal Inspection Fee		\$100.00
1.10.678	Field Return Fee		\$35.00
1.10.680	Breeding Permit Fee		\$50.00

1.10.682	Fancier's Permit and/or Exotic Pet Fee (Per household)	\$100.00
1.10.684	Return Check Fee	\$25.00
1.10.686	Records Request Fee	\$0.20/page

Legislative History:

Adopted by Res. 97-75 on 12/10/1997;
 Amended by Res. 98-12 on 2/11/1998;
 Amended by Res. 2003-62 on 11/5/2003;
 Amended by Res. 2006-29 on 6/14/06;
 Amended by Res. 2007-06 on 2/21/07;
 Amended by Res. 2007-21 on 5/16/07;
 Amended by Res. 2008-07 on 2/13/08;
 Amended by Res. 2012-22 on 6/13/12;
 Amended by Res. 2012-38 on 10/10/12;
 Amended by Res. 2013-08 on 3/13/13;
 Amended by Res. 2013-32 on 9/11/13;
 Amended by Res. 2015-## on 3/11/15.

ARTICLE 3. SEVERABILITY

Each of the provisions of this resolution is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

ARTICLE 4. NOT A CEQA PROJECT

The City Council finds that adoption of this resolution is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

ARTICLE 5. EFFECTIVE DATE

This resolution shall take effect immediately upon passage. The resolution, or a summary thereof prepared by the City Attorney, shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage.

Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on March 11, 2015, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael P. Laughlin, AICP, City Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: 2014 General Plan and Housing Element Annual Report

RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION ACCEPTING THE 2014 ANNUAL REPORT ON THE IMPLEMENTATION OF THE GENERAL PLAN, INCLUDING THE HOUSING ELEMENT

EXECUTIVE SUMMARY

Each year, the Town is required to submit an annual report to the State on the implementation of the Town's General Plan and Housing Element. Prior to staff sending the report to the State, the City Council must accept the report. As shown in the attached General Plan Implementation Status Sheets, there were minimal developments in the 2014 calendar year regarding implementation of the current General Plan. The most significant actions taken in 2014 were the adoption of a revised Circulation Element and a new Housing Element. Additional General Plan policies that have been furthered this year include:

- Hillside Boulevard – Furthering of Circulation Element policies 5.03.723, 5.03.727 and 5.03.742 with the construction of Hillside Boulevard phase 1 improvements, sidewalk and bike lanes.
- Gateway Monument – The Town is installing a gateway monument on Hillside Boulevard at Hoffman Street. Only two monuments will be left to be installed in the future under Circulation Element Policy 5.03.731

FISCAL IMPACT

The preparation of the 2014 Annual Report on the implementation of the General Plan does not have an impact on the Town's adopted budget.

BACKGROUND

California Government Code Section 65400 requires that a local agency prepare an annual report detailing the status of the General Plan and the progress in its implementation. This report is also required to detail the status of the Town's implementation of its Housing Element. The entire report is to be submitted to the City Council, the Governor's Office of Planning and Research, and the California Department of Housing and Community Development.

ANALYSIS

A General Plan serves as the overall guide and vision for all of the community's land use and development activities. Due to the fact that a General Plan requires periodic updates to accurately reflect changes in values and priorities of a community, it is important that local jurisdictions review their General Plans and the implementation of the measures included in each element of the Plan. It is the goal of this Annual Report to provide a tool for this review.

The General Plan contains the seven State required elements: Land Use, Circulation, Housing, Open Space/Conservation, Noise and Safety. The law does not require specific time limits on updates to the General Plan, with the exception of the Housing Element. However, it is essential that a community's General Plan is current and consistent with zoning regulations and changes within the community. As the City Council is aware, most of Colma's General Plan dates back to 1999 and is in need of updating. Over the past 2014 calendar year, staff worked with other San Mateo County Cities, the County and their consultants on the 2015 Housing Element update, and Staff has also made progress on the 2035 General Plan update.

Attached is a table that details each of the policies set forth in elements of the General Plan. The tables contain the implementation measure for each policy along with a status update for each policy.

The discussion below highlights actions by element (only elements where a significant action occurred are listed):

Housing Element

Due to the economy, no applications for housing development have been received by the Town, but more inquiries are being made as the economy improves. The following list summarizes the highlights of the Housing Element:

- No applications have yet been submitted to develop the sites identified in the recently adopted Housing Element for potential residential development. However, two potential applications may be forthcoming for two of the sites identified in the Housing Element.
- Colma continues to provide funding to programs such as the Human Investment Project, the North Peninsula Food Pantry and Dining Center, and Second Harvest Food Bank to provide assistance to the homeless and to help people find housing.

- The number of section 8 units in the Town remained at 12 between 2013 and 2014. Additional information about Housing Element compliance can be found in Tables A-C, attached.

Circulation Element

The City Council adopted the Complete Street revisions to the 1999 Circulation Element. Hillside Boulevard was improved between Hoffman and Serramonte. New ADA improvements, bike lanes, street parking, a sidewalk on the east side (there is already exists a sidewalk on the west side), light fixtures, and landscaping were installed. Improvements will extend between Serramonte and Lawndale for Phase II at a future time.

Land Use Element

The City Council reviewed an Urban Design Study that will be used as a basis for future updates to the Land Use Element. No other actions were taken related to the Land Use Element.

Noise Element

No policy implementation occurred this year on the General Plan Noise Element. Planning staff presented new existing conditions information at a study session in 2014. This information will be used in the General Plan update.

COUNCIL ADOPTED VALUES

The Council's acceptance of the 2014 Annual Report on the General Plan is ***Responsible*** as it ensures periodic review of the implementation of adopted policies and programs contained in the General Plan.

ALTERNATIVES

1. Take no action. The Town would not be in compliance with the requirements of Government Code Section 65400.
2. Provide direction to staff to make changes in the General Plan Annual Report and forward the report to the State.

CONCLUSION

Staff recommends that the City Council, by motion, accept the 2014 Annual Report on the status of the implementation of the General Plan, including the Housing Element.

ATTACHMENTS

- A. 2014 Annual Report on the Implementation of the Housing Element, including Tables A-C
- B. 2014 Annual Report on the Implementation of the General Plan, Remaining Elements

This page left intentionally blank.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction COLMA
Reporting Period 01/01/2014 - 12/31/2014

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the “Final” button and clicking the “Submit” button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor’s Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction COLMA
 Reporting Period 01/01/2014 - 12/31/2014

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3			0	0							
(10) Total by Income Table A/A3			0	0	0	0					
(11) Total Extremely Low-Income Units*			0								

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction COLMA

Reporting Period 01/01/2014 - 12/31/2014

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction COLMA
 Reporting Period 01/01/2014 - 12/31/2014

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	0	0	0	0	0	0	0
No. of Units Permitted for Above Moderate	0	0	0	0	0	0	0

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction COLMA

Reporting Period 01/01/2014 - 12/31/2014

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed Restricted	15	0	0	0	0	0	0	0	0	0	0	15
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Low	Deed Restricted	11	0	0	0	0	0	0	0	0	0	0	11
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Moderate		13	0	0	0	0	0	0	0	0	0	0	13
Above Moderate		26	0	0	0	0	0	0	0	0	-	0	26
Total RHNA by COG. Enter allocation number:		65											
Total Units ▶ ▶ ▶			0	0	0	0	0	0	0	0	0	0	65
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction COLMA

Reporting Period 01/01/2014 - 12/31/2014

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 1.1 Manufactured Housing Design Standards.	Allow for the development of new housing at a lower construction cost	Completed	In May of 2013 City Council adopted Ordinance No. 720, allowing manufactured homes to be located in a single-family residential zone, provided it is on a permanent foundation, devoid of wheels or axles, and meets specified design standards, and establishing development standards applicable to manufactured homes.
Program 1.2 General Plan Consistency Review and Annual Report.	To make decision makers and the state aware of progress in implementing the Housing Element	Continue internal consistency review annually and make report available to the p	Scheduled for review by City Council in March 2015
Program 2.1 Second Unit Ordinance.	To allow for the creation of second units to increase housing supply	Ongoing	No new second units this reporting period
Program 3.1 Planned Development Districts and Mixed Use.	To allow for flexibility in development standards such as setbacks, height etc. in	Ongoing	No new Planned Development or Mixed Use projects for this reporting period

	order to maximize development potential of each site.		
Program 3.2 Density Bonus and Inclusionary Housing Provisions	To increase the supply of affordable housing by allowing density bonuses and by requiring that 20% of units be set aside as affordable.	December 2015	Town participating with other jurisdictions in San Mateo County to prepare a joint Nexus study to support existing ordinance. It is anticipated that Nexus study will be completed by end of 2015.
Program 3.3 High-Density Housing Near Colma and South San Francisco BART Stations.	To increase the supply of transit-oriented housing by encouraging property fronting on El Camino Real between B, C and D Streets to develop with high density residential units in the vicinity of the Colma and South San Francisco BART Stations.	Ongoing	No new units this reporting period
Program 3.4 Planner Responsibility to Promote Affordable Housing and Mixed-Use.	To encourage development of affordable housing and mixed unit development in the town.	Ongoing	Routine meetings and inquiries with property owners and developers as they request information about various properties.
Program 3.5 Planned Development Zoning Provisions for Larger Lot Development.	To maximize housing development on vacant lots.	Ongoing	No new units this reporting period. The Town's Planned Development Ordinance provides for residential development proposals that would not be possible under the available conventional zoning. Establishing a PD, or Planned Development, allows for site-specific constraints to be taken into account when setting the regulations for development, such as design, setback, and parking standards.
Program 3.6 Ensure No Net Loss of Required Units.	To assure that the three sites that the Town has designated for housing are developed for housing, or that units be developed elsewhere so that there is no net loss in the number of units constructed.	Completed.	In May of 2013 City Council adopted Ordinance No. 720, prohibiting the density of any multi-family residential site identified in the 2009 Housing Element from being reduced unless (1) the reduction is consistent with the General Plan and (2) the remaining sites are adequate to meet the Town's allocation of the regional housing needs (RHNA)
Program 4.1 Reasonable Accommodations Ordinance Enforcement.	To provide a procedure by which persons with disabilities can request reasonable accommodation in seeking equal access to housing.	Ongoing	No requests for reasonable accommodations have been made during the reporting period. In January 2007, the Town adopted an ordinance amending the Colma municipal code
Program 4.2 Senior Housing.	To provide high quality, affordable senior housing to Colma and San Mateo County residents.	Completed and ongoing.	Through this program the Town maintains and manages Creekside Villas, an 18-unit Senior Housing Complex on El Camino Real. The current rental structure is designed to provide subsidized and affordable units to low-income seniors.
Program 4.3 Emergency Shelters.	To allow homeless shelters by right in accordance with California Government	Completed	In May of 2013 City Council adopted Ordinance No. 720, allowing emergency shelters on all properties zoned for commercial use, without a conditional use

	Code Section 65583(a)(4). This removes barriers to the development of these facilities, if needed		permit or other discretionary permit, and establishing development standards applicable to emergency shelters (An emergency shelter is housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less).
Program 4.4 Inform local developers of opportunities to provide transitional and supportive housing	To provide information regarding the Town's transitional and supportive housing opportunities to local developers through counter handouts and interactions, and on the Town's website.	Completed	Information provided at time of counter interaction.
Program 4.5 Amend the Zoning Code within one year of adoption of the Colma Housing Element to clarify that transitional and supportive housing is considered a residential use of the property	To allow for transitional and supportive housing within Colma's residential neighborhoods.	Completed	In May of 2013 City Council adopted Ordinance No. 720, allowing transitional and supportive housing on all properties zoned for residential or commercial use (Transitional housing is rental housing for a set period of time of at least six months and Supportive housing means rental housing with no limit on length of stay, which is linked to certain support services), and establishing development standards applicable to both.
Program 4.6. Reach out to local service providers of special needs groups to assist in the identification and analysis of constraints to the provision of housing for persons with disabilities.	Identify unmet needs for the disabled community and to the degree possible to overcome any constraints, including lack of capacity and available resources.	Development of program and ongoing implementation	Opportunities for outreach did not present themselves during the reporting period.
Program 5.1 Knowledgeable Housing Referral.	To assist individuals who inquire about housing opportunities	Ongoing implementation of existing program	Information and referrals made during the reporting period to individuals calling or coming into planning department offices. The Colma Planning Department currently retains a listing of major agencies and organizations active in housing related services in nearby cities and a listing of relevant regional, state and federal offices providing project funding and individual assistance.
Program 5.2 Human Investment Project (HIP) Support.	To connect individuals with housing to individuals in need of affordable housing.	Ongoing support of HIP and its programs	Continued support by the Town of HIP and their programs. The Town supports the Human Investment Project (HIP), which provides affordable housing opportunities to residents of San Mateo County such as a Home Sharing Program for the elderly and roommate referral. Information about HIP is periodically printed in the Town's monthly newsletter.
Program 5.3 Section 8 Rental Assistance.	To provide access to housing by low income families through the Section 8 program	Ongoing implementation of existing program	Information is disbursed to the community by the Colma Planning Department. Through this program, the Town actively encourages very-low income households to apply to the San Mateo Housing Authority for rent subsidies. There were 12 Section 8 units in Colma in the 2013-2014 calendar year(almost 3%).
Program 5.4 Housing Recordkeeping.	To track housing stock and opportunities for the benefit of the community and outside agencies.	Ongoing implementation of existing program	Through this program a master list of total housing units and the estimated population is maintained by the City Planner and updated annually using building records

Program 5.5 Address needs of Extremely Low-Income Households.	To understand the barriers in the construction of affordable housing.	Completed	San Mateo County and 21 Elements organized a affordable housing developer panel in December 2013 that was attended by Colma Staff.
Program 6.1 Greenbuilding Regulations for Residential Uses.	To create sustainable units that are inexpensive to maintain.	Ongoing consideration.	The Town is currently considering adopting green building regulations. Colma Planning Department will study the appropriateness and effectiveness of adopting green building and green landscaping ordinances, as part of a Town effort to address global climate change and energy conservation.
Program 7.1 ¿Rebuilding Together Peninsula¿ Participation.	To improve and maintain existing housing stock	Ongoing participation in existing program	No residences were improved in Colma as part of this program in 2013. The Town will continue participation in Rebuilding Together Peninsula as opportunities arise.
Program 7.2 Minor Housing Repair Grant Program.	To improve and maintain existing housing stock	Ongoing	The Town supports and uses the monthly newsletter to advertise programs administered through Rebuilding Together. Rebuilding Together assists qualifying homeowners in obtaining funding for repairs and minor projects. Rebuilding Together also has a Safe at Home program where they can assist with minor home upgrades and repairs. The town is not aware of any units that have taken advantage of these programs. The Minor Housing Repair Grant Program was run by the Town until December 2003. The funding program provided grants for repair of minor items such as unsafe walkways and porches, installation of insulation and dual-pane windows and energy-efficient appliances. The grants could also have been used for major repairs such as new roofs or foundation work, and for upgrades and retrofits pertaining to disable access.
Program 7.3 Neighborhood Improvement (Code Enforcement).	To improve and maintain existing residential areas	Ongoing	Continue neighborhood improvement efforts through an active code enforcement program and provide staff as needed to improve residential areas. In September of 2012 City Council adopted an ordinance amending subchapter 2-01 of the Colma Municipal Code, relating to property maintenance and nuisance abatement, to provide for issuance of Administrative Citations and other enforcement tools, and Section 1.05.020 of the Colma Municipal Code, relating to penalties for infractions.
Program 7.3.2 Low-interest loan program for very-low, low, and moderate income homeowners.	To provide low interest loans for the maintenance of existing properties	Ongoing	No activity. The Town will work to establish a low-interest loan program for rehabilitation of residential properties owned by those with very-low, low, and moderate income
Program 7.4 Underground Utilities in the Mission Road Corridor.	It is hoped that this program will encourage private property improvement through the beautification of the neighborhood.	Portions completed but suspended due to recession. Add project to 2013-2014	Added to the 2013-2014 CIP. Will remain on the CIP list The Town will work with PG&E to fund the undergrounding of utilities in the Mission Road corridor.

		CIP	
Program 7.5 Nuisance Abatement and Property Maintenance process to Improve Individual Properties and Neighborhood Pride.	Maintain property values and reduce visual blight	Ongoing	Ongoing enforcement of existing ordinance and standards. The Town will continue its active pursuance of compliance by property owners on laws related to property maintenance permit conditions and construction and zoning codes in order to correct conditions of visual blight and to protect property values.
Program 7.6 Organize Community Clean Up Days.	Maintain property values and reduce visual blight	Ongoing.	scheduled clean up day was held by the town in the first part of 2013 and occurs annually. Town will continue to organize community clean up days, to promote rehabilitation, renovation and home care. Program may include waste hauling programs, Town provided painting and other renovation supplies, and possibly organize volunteers.
Program 6.2 Encourage use of cool roofing systems and other energy conservation measures to reduce a building's energy usage.	To reduce energy use and energy useage costs.	Ongoing.	Ongoing. The Town will provide information to the public on programs to assist in the provision of energy efficiency measures during new construction or as a residential retrofit.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction COLMA

Reporting Period 01/01/2014 - 12/31/2014

General Comments:

Table B needs to be modified to show two (2) Above Moderate permitted units issued by affordability in Year 1. The Town has consistently reported these units since Year 1. The total remaining RHNA by income level for Above Moderate should be 24 and the total remaining RHNA by income level for total units should be 63.

This page left intentionally blank.

**2014 GENERAL PLAN ANNUAL PROGRESS REPORT
LAND USE ELEMENT POLICIES & IMPLEMENTATION STATUS**

ATTACHMENT B

5.02.310 LANDSCAPING, DESIGN AND COMPATIBILITY			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.311	In any proposed development the Town shall balance and use judgement in reviewing the visual effects and the potential impacts of the proposed development, facilitating the tranquil atmosphere required for the Town's memorial parks is maintained.	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects.	Ongoing: Policy is being implemented on a case-by-case basis for new projects, both administrative and discretionary.
5.02.312	The Town should take action to improve civic beauty including tree planting, road median landscaping, and enforcement of conditions related to private development projects.	The Town of Colma will commit financial resources for beautification projects including tree planting and road median landscaping in future budgets. Existing budget resources are committed to landscape maintenance. The City Planner currently tracks and enforces conditions related to private development projects.	The following projects have been completed that are consistent with this policy objective: <ol style="list-style-type: none"> 1) Junipero Serra Blvd median beautification- 2) Junipero Serra gateway sign (south end): 10/2008 3) Junipero Serra gateway sign (north end): 4) El Camino Real Gateway sign (12/2008) 5) Hillside Boulevard, between Hoffman and Serramonte, new ADA improvements, bike lanes, street parking, a sidewalk on the east side (there already exists a sidewalk on the west side), light fixtures, and landscaping were approved as part of the Capital Improvement Plan in 2014. Improvements will extend between Serramonte and Lawndale for Phase II at a future time.
5.02.313	Particular encouragement should be given to those new developments that incorporate passive and/or active solar energy systems for preheating water and for space heating and cooling.	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects.	On-going: during pre-application meetings for new construction, project staff encourages developments to incorporate said measures. In May of 2013, the Town adopted a Climate Action Plan which focuses, in part, on promoting solar/renewable energy installations for commercial and residential development.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.314	The Town should prohibit land uses generating excessive amounts of traffic or requiring large signs from locating on El Camino Real.	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects, and an Environmental Review will be conducted pursuant to the California Environmental Quality Act to consider traffic impacts. The Sign Ordinance allows only small signs for businesses facing the El Camino Real.	Case-by-case assessment is done by staff. Projects are reviewed in accordance with CEQA, and traffic studies may be part of the CEQA analysis. Traffic studies are reviewed by Public Works and if it is determined that excessive traffic would be generated, staff would provide this information to Council and make appropriate recommendations. All signage applications are reviewed in accordance with this policy.
5.02.315	The Town should encourage the private redevelopment of properties along Collins Avenue to strengthen the commercial retail core.	The City Planner will make property owners aware of the Town's desire to have properties redevelop.	Property owner's are advised of the desire for redevelopment of properties along Collins Avenue when inquiries are made about land use changes and or redevelopment.
5.02.316	<p>Culverting or covering of the remaining open sections of Colma Creek through Colma should not be permitted, except for a short segment near the junction of El Camino Real and Mission Road required for installation of a flood control diversion structure. The Town will seek to enhance the remaining open sections of Colma Creek with creekside landscaping and lighting where possible, and will seek to establish a public pathway following all open sections of Colma Creek as a condition of approval for improvement projects on properties abutting the following open sections of Colma Creek:</p> <ul style="list-style-type: none"> a) Parallel to El Camino Real from near F Street to near Colma Boulevard b) El Camino Real to Serramonte Boulevard c) Collins Avenue to El Camino Real d) Parallel to Mission Road from near El Camino Real to the South San Francisco boundary. 	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects. Flood control projects will be constructed by the County Department of Public Works.	There have been no development projects that have provided an opportunity for staff to include a condition of approval to enhance the open creek area. There have been no capital improvement projects that have provided this opportunity.
POLICY	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION

NUMBER			
5.02.317	No new metal clad buildings should be permitted in the Town of Colma, other than agriculturally-related.	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects.	This policy is being implemented and Staff has not allowed new metal clad buildings.
5.02.318	The Town should condition the approval of permits for all site and building improvement projects to require the installation of street trees along the frontage of the affected property. Spacing of trees should be in accordance with an adopted tree planting plan or, If no plan exists, trees should be installed at a minimum spacing of one tree each 25 feet parallel to the roadway.	The City Planner will make recommendations consistent with this policy to the City Council for new development projects.	Implemented on a case-by-case basis. No new development applications have been submitted recently.
5.02.319	In the case of properties located at gateway sites, the Town should require gateway elements to be included as part of the design of any new development where applicable.	The City Planner will recommend design alternatives and a preferred design will be adopted by the City Council. Gateways will be implemented as part of the Town's Capital Improvement Plan or alternatively, as part of the permitting for private site development.	Implemented on a case-by-case basis. Will be implemented when projects or development applications are submitted or will be recommended during pre-application review.
5.02.3110	It is intended that new buildings in design review districts, with the exception of established shopping centers, should incorporate a Spanish/Mediterranean architectural theme. Exceptions should be considered if this approach would clash with existing improvements having recognized historical or architectural merit.	Design requirements consistent with this policy have been added to the Design Review section of the Zoning Ordinance. The City Planner will make recommendations consistent with this policy to the City Council for new development projects, or at an administrative level if the project does not require City Council review.	Ongoing: staff reviews of projects for consistency with the design review criteria set forth in this policy. The Spanish/Mediterranean design theme has most recently been incorporated into the new Lexus dealership, the 990 Serramonte project, and the office project at 1850 El Camino Real.

5.02.320 RESIDENTIAL

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.320	The Town should allow only the construction of single family detached housing units as infill in the Sterling Park neighborhood.	In 1998, the City Council adopted a new Neighborhood Residential (R-S) Zoning for the Sterling Park Sub-area. This ordinance clearly defines density and design guidelines to maintain the single family detached character of the neighborhood.	Ongoing: Two new single family dwellings were constructed in the Sterling Park neighborhood in 2007. No new residences have been constructed since this time.
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.321	Residential developments having ten or more units should be required to provide park and recreation facilities or contribute to the improvement of community-wide facilities.	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects.	Park Land Dedication ordinance was adopted by the City Council as part of the Municipal Code in March 2006. There have been no projects since the adoption that have required park in-lieu fees.
5.02.322	The Town should restrict to 50 the maximum annual number of new residential units that become available for rent or purchase and should monitor population growth so that the total population is only approximately 1500 by the year 2005.	Regulation of population growth is necessary so that City Services are not overburdened and can be expanded in an orderly manner.	The RHNA set forth by ABAG in the 2007-2014 planning period was 65 units, which averages out to approximately 9 units per year, consistent with this policy.
5.02.323 ✓	The existing commercial use on Hoffman Street should be phased out and replaced with a residential use.	The City Planner will make recommendations consistent with this policy to the Town Council. The City Planner will work with the property owner to design a Planned Development that is compatible with the surrounding residential development.	Completed: The construction staging yard on Hoffman was replaced with an 18-unit townhouse development approved by City Council in July 2000 and construction was completed in April of 2003.

5.02.330 COMMERCIAL

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.331	Shopping facilities, auto dealerships, and other general commercial land uses should be located in the commercial core area centered on Serramonte Boulevard and extending northward along Junipero Serra Boulevard to the 280 Metro Center.	The existing commercial zoning pattern, lot sizes and existing development follow this policy. Developments of this type in other commercial areas are not appropriate due to lot size constraints.	Ongoing: all new shopping facilities, auto dealerships, and other general commercial land uses are located in the commercial core
5.02.332 ✓	The City Council should encourage expansion of the Auto Sales District onto vacant and redevelopable properties located at the westerly end of Collins Avenue. All development in the Collins Avenue Corridor should be required to follow specific development guidelines set forth in the General Plan. Heavier service commercial uses such as auto body shops, roofing companies, light manufacturing and similar uses should be located in the Mission Road District. ✓ Special site specific policy. See Exhibit LU-2 for locations.	The City Planner has and will continue to make recommendations for the implementation of the Collins Avenue Corridor development guidelines in the General Plan at a staff level or in proposals presented to the City Council.	Ongoing: this policy is implemented as redevelopment arises and changes in land use are proposed.
5.02.333	As properties on Collins Avenue are redeveloped, new uses which reinforce the Auto Sales District should be encouraged.	The City Planner has and will continue to make recommendations for the implementation of the Collins Avenue Corridor development guidelines in the General Plan at a staff level or in proposals presented to the City Council.	Ongoing: this policy is implemented as redevelopment arises and changes in land use are proposed.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.334	Commercial land uses requiring frequent truck deliveries should not be located adjacent to residential or cemetery land uses without a sufficient buffer incorporated into their site plans.	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects. Colma's primary residential area is physically removed from the commercial areas of Town.	Case-by-case, each proposal for a new commercial land use is reviewed by staff for compliance with this policy.
5.02.335 ✓	Mixed commercial and residential uses should be encouraged in the southerly portion of the Mission Road District and in the commercial frontage along Mission Street in the Sterling Park Planning Area. ✓ Special site specific policy. See on Exhibit LU-2 for locations	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects. Planned Development zoning should be encouraged.	Staff supports this proposal by recommending the development of mixed-use projects in the noted areas, particularly during inquiry calls from realtors or developers. Two mixed-use development applications were submitted but were withdrawn due to economic circumstances in 2007/2008.
5.02.340 EXECUTIVE/ADMINISTRATIVE			
5.02.341	Development proposals for parcels located on El Camino Real between F Street and Mission Road should be consistent with the Cemetery (G) or Executive/Administrative (E) land use categories. Zoning changes on El Camino Real from the Commercial (C) or Cemetery (G) category should only be made to the Executive/Administrative (E) category.	The City Planner will make recommendations consistent with this policy to the Town Council for new development projects or rezoning requests.	Case-by-case implementation; there have been no zoning changes proposed in this area.
5.02.342	The Town should encourage medical service offices and professional business offices to locate their facilities in the Executive/Administrative land use area along El Camino Real.	The Executive/ Administrative land use designation along El Camino Real permits and encourages these uses. Other zoning designations do not encourage these uses.	Staff recommends medical and professional offices to locate in the Executive/Administrative zoning areas of Town. In July of 2013 the Town approved entitlements to construct a new 9,592 square foot three-story, office building built over a one-level at-grade parking podium, on a 0.27 acre project site located at 1850 El Camino Real.

5.07.350 CIRCULATION AND TRANSIT

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.351	The Town should cooperate with SamTrans and BART to facilitate the extension of BART service through Colma in a manner that does not detract from Colma's greenbelt theme. All tailtrack and line extensions shall be located underground following the abandoned S.P. Railroad right-of-way through Colma. Replacement landscaping including the use of tree species that will attain significant height and mass should be required.	The Town of Colma was involved in the BART Environmental Impact Report review process and in the review of specific development plans. Verbal and written comments were submitted back to BART consistent with this policy. The Town will continue to review detailed development plans and to monitor construction operations.	The BART expansion through Town is completed. This policy was successfully implemented as BART trains are screened and only visible in limited locations. Landscaping has been successfully planted to screen appropriately.
5.02.352	Sufficient off-street parking should be required for all new construction, in amounts varying with the type of use.	The Zoning Code specifies the amount of off-street parking required for all new construction.	Off-street parking requirements are based on the land use proposed on-site and are enforced accordingly for new construction and additions.
5.02.353	The City Council should condition the approval of permits for all site and building improvement projects to require the installation of a public sidewalk, if one does not already exist, within the public right-of-way fronting the affected property.	The City Planner will make recommendations consistent with this policy to the City Council for new development projects.	Case-by-case implementation; on projects where sidewalks do not already exist, the City Planner will recommend installation of a sidewalk within the public right-of-way. In July of 2013 the Town approved entitlements to construct a new 9,592 square foot three-story, office building built over a one-level at-grade parking podium, on a 0.27 acre project site located at 1850 El Camino Real. Rather than require a public sidewalk on the site which may never be utilized or connected to sidewalk improvements further south, the permit was conditioned to require that the property owner covenant to provide an access easement for the purpose of providing a public sidewalk if one is required in the future.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.354 ✓	<p>The Town should abandon “paper streets” in the Cypress Hills district that do not provide access to in-holding lots, or are redundant with other paper streets. Paper streets which provide direct access to in-holding lots should be maintained as public easements.</p> <p>✓ Special site specific policy. See Exhibit LU-2 for locations.</p>	<p>The City Planner will make recommendations consistent with this policy to the City Council. If a paper street is made redundant by an in-holding lot being acquired by an adjoining landowner, the City Planner will recommend to the City Council that the street be abandoned.</p>	<p>When applications arise that include paper streets, the City Planner recommends approval of the “vacation” of paper streets. In February of 2012 the City Council reviewed and approved a Street Vacation for a 5 acre portion of property obtained from Cypress Hills Golf Course by Cypress Lawn. In July of 2013 the City Council reviewed and approved another Street Vacation for an additional .5 acre portion of property obtained from Cypress Hills Golf Course by Cypress Lawn, as part of the Town approved Cypress Lawn Phase 4 grading, tree removal, and project design.</p>
5.02.355 ✓	<p>Access to parcels fronting El Camino Real south of Mission Road should be restricted to right-turn in/right-turn out only. Access to parcels with frontage on both El Camino Real and Mission Road should be restricted to Mission Road.</p> <p>✓ Special site specific policy. See Exhibit LU-2 for locations.</p>	<p>The City Planner will make recommendations consistent with this policy to the City Council for new development projects.</p>	<p>Case-by-case, when developments these specific locations arise, the City Planner will condition the project so that access is limited to right turns in and out only. In July of 2013 the Town approved entitlements to construct a new 9,592 square foot three-story, office building built over a one-level at-grade parking podium, on a 0.27 acre project site located at 1850 El Camino Real. It was a project condition of approval that the driveway only allow for right turns in and out of the property.</p>
5.02.360 UTILITIES			
5.02.361	<p>The Town should require all new construction projects to place power, telephone and cable TV lines underground. Utility boxes and transformers should also be undergrounded if possible. If there is no reasonable alternative than above ground placement then these facilities should be screened by fencing and/or landscaping.</p>	<p>The Town of Colma Municipal Code includes a section on utility undergrounding consistent with this policy.</p>	<p>The new development projects recently approved (and constructed) have been required to underground all utilities and are consistent with this policy.</p>
5.02.362	<p>The Town should require all new construction projects to hook up to public water and sewer systems.</p>	<p>The City Planner will make recommendations consistent with this policy.</p>	<p>All new development projects approved (and constructed) in the recent past have been required to hook up to public water and sewer systems.</p>

5.02.370 PUBLIC SERVICES AND FACILITIES

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.02.371	The Town should acquire additional vacant or underutilized land for civic purposes such as community recreation facilities, playing fields, a library, a public safety facility, and a corporation yard.	The Town continues to investigate opportunities for acquiring additional sites for civic purposes. The City Council will be asked to rate acquisition priorities. Dedicated cemetery land will be protected.	On hold; at this time, given the economic conditions, the Town is currently not investigating site acquisitions for civic purposes.
5.02.372	The Town should insure that the community is served by a self-sufficient fire protection system which may include support for the existing District, establishment of a joint powers agreement, acquisition of the existing District and facilities or development of a new free-standing fire station.	Continue to work with the Fire District to assure that service can be provided.	The Town is currently served by the Colma Fire Protection District. The preliminary facility study has not triggered a need for additional studies, and the fire protection service to the Town will remain the status-quo at this time.
5.02.373	If the police department maintains its facility at Town Hall, the City Council should consider ways to expand office space and facilities on-site or at a new, off-site location. An off-site location should be sought for a Town corporation yard.	A preliminary space needs assessment has been conducted which indicates that there is an urgent need to expand the Police Department facility to meet current and near-term growth. Maintaining the facility at Town Hall would retain the central location that the current facility enjoys.	Completed- A new Colma Police Station was constructed at 1199 El Camino Real in Colma and began operation in late 2005.
5.02.374	In the case that a private school is proposed to be constructed in Colma, it is appropriate to find a site located near established residential areas and public transit routes. If a church is proposed to be built in Colma, a site should first be sought within a cemetery/agriculture land use area; second, in an executive/administrative land use area; third, in a commercial area.	The City Planner will advise prospective applicants accordingly and make recommendations consistent with this policy to the Town Council for new development projects.	Ongoing: The City Planner will advise inquiring parties about the recommend locations for new private schools or churches on a case by case basis.
5.02.375	Child care facilities should be encouraged in both residential and non-residential areas in ways that are compatible with existing uses, in order to promote availability and accessibility of services. Facilities will be encouraged to register with the Child Care Coordinating Council of San Mateo County.	The City Planner will advise prospective applicants accordingly and make recommendations consistent with this policy to the Town Council for new development projects.	Ongoing: The City Planner will provide information about recommended locations for child care facilities to inquiring parties on a case by case basis.

2014 GENERAL PLAN ANNUAL PROGRESS REPORT CIRCULATION ELEMENT POLICIES & IMPLEMENTATION STATUS

5.03.710 CIRCULATION SYSTEM			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.03.711	Commercial and industrial truck traffic, except for trucks serving local business, should be limited to highways or arterial streets for movement through the Town.	The City Engineer will require appropriate routes consistent with this policy.	Ongoing: Planning staff continues to require that the City Engineer approve all haul routes for projects through mitigation measures and/or conditions of approval
5.03.712	Improvements to Collins Avenue consistent with the Plan Line for Collins Avenue should continue to be implemented as a condition of approval of new development projects.	The City Planner will make recommendations consistent with the policy to the City Council for new development projects.	Policy is implemented on a case by case basis. There has been no major development on Collins Avenue in the recent past that has triggered implementation of this policy.
5.03.713	On-street parking should typically be prohibited except on local streets. On-street parking, where necessary to support commercial businesses, should be oriented primarily to short-term use for the convenience of patrons.	Areas with prohibited or restricted on-street parking are designated with painted curbs and/or signs. The Public Works Department will maintain these designations. The City Engineer will recommend changes when applicable.	All required parking is off-street only, as per the zoning ordinance. On-street parking is not counted toward meeting on-site parking requirements. The Public Works Department continues to monitor on-street parking regulations, and changed standards along Hillside Boulevard to limit parking between 6-8 am on the west side of Hillside Boulevard from the intersection of Serramonte Boulevard every Tuesday and on the east side of Hillside Boulevard from the intersection of Serramonte Boulevard to Sand Hill Road, between the hours of 6:00 and 8:00 AM every Wednesday. Parking regulations along Mission Road were updated in 2012.
5.03.714	A loop road allowing access for emergency vehicles should be included in any future development of the Cypress Hills area. The road should connect the Serramonte Boulevard extension through the Cypress Lawn Hillside Campus to the current golf course access road.	The City Planner will make recommendations consistent with this policy to developers during the design review process. If the property is developed for open space use the road may be private and restricted as to general public access. The road may be installed in increments as land adjoining the right-of-way is improved.	This connection is close to happening. The latest Cypress Lawn improvement ends in a circle that is adjacent to the driving range parking lot.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.03.715	The Town shall favorably consider street abandonment applications for paper streets that do not provide access to in-holding lots, are not needed for utility purposes, or are redundant with other paper streets, and will not in the foreseeable future serve a public purpose.	The City Planner and City Engineer will identify streets that meet the policy's criteria and make recommendations for abandonment to the City Council based on the merits of the abandonment application.	There have been no street abandonment applications this past year.
5.03.720 COMPLETE STREETS POLICIES			
5.03.721	Private off-street parking should be developed in all of Colma's commercial areas to minimize traffic congestion. Private off-street parking should be developed in conjunction with residential development projects.	The City Planner will make recommendations consistent with policy to the City Council for new development projects.	On going: Implemented on a case-by-case basis. For all new developments, the City Planner enforces the on-site parking requirements.
5.03.722	Pedestrian sidewalks or walkways should be constructed typically along all streets. These should be done as a requirement of private development, <u>where possible</u> .	The City Planner will make recommendations consistent with policy to the City Council for new development projects.	Ongoing: Implemented on a case-by-case basis.
5.03.723	Sidewalks should be constructed where they do not presently exist, where feasible, on: <ul style="list-style-type: none"> • the west side of El Camino Real north of the entrance to the Greek Cemetery to the Colma BART station • one side of Hillside Boulevard • the north side of Serramonte Boulevard from El Camino Real to Hillside Boulevard • the south side of Collins Avenue 	Projects will be considered as part of on-going CIP projects. For improvements on El Camino Real, Caltrans coordination will be required.	Completed: <ul style="list-style-type: none"> • the west side of El Camino Real north of Olivet Parkway and south of Collins Avenue* • the east side of Junipero Serra Boulevard from Colma Boulevard to the Town limits • sidewalk on west side of Hillside Boulevard • Hillside Boulevard, between Hoffman and Serramonte, new ADA improvements, bike lanes, street parking, a sidewalk on the east side (there already exists a sidewalk on the west side), light fixtures, and landscaping Future: <ul style="list-style-type: none"> • Hillside improvements will extend between Serramonte and Lawndale for Phase II at a future time. • the north side of Serramonte Boulevard from El Camino Real to Hillside Boulevard;

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.03.721	Private off-street parking should be developed in all of Colma's commercial areas to minimize traffic congestion. Private off-street parking should be developed in conjunction with residential development projects.	The City Planner will make recommendations consistent with policy to the City Council for new development projects.	Ongoing: This policy is implemented on a case-by-case basis. If projects do not require City Council review, the City Planner will review loading and unloading for commercial uses during permit review process and make appropriate recommendations consistent with this policy.
5.03.722	Pedestrian sidewalks or walkways should be constructed typically along all streets. These should be done as a requirement of private development, <u>where possible</u> .	The City Planner will make recommendations consistent with policy to the City Council for new development projects.	Ongoing: This policy is implemented on a case-by-case basis. Facilities for disabled persons are included in all Capital Improvement Programs as well as in new commercial developments.
5.03.723	Sidewalks should be constructed where they do not presently exist, where feasible, on: <ul style="list-style-type: none"> • the west side of El Camino Real north of the entrance to the Greek Cemetery to the Colma BART station • one side of Hillside Boulevard • the north side of Serramonte Boulevard from El Camino Real to Hillside Boulevard • the south side of Collins Avenue 	Projects will be considered as part of on-going CIP projects. For improvements on El Camino Real, Caltrans coordination will be required.	Ongoing: This policy is implemented on a case-by-case basis.
5.03.724	All loading and unloading of trucks associated with commercial uses should take place out of the road right-of-way in order to avoid potential conflicts with through traffic.	The City Planner will make recommendations consistent with this policy to the City Council for new development projects.	Ongoing: This policy is implemented on a case-by-case basis.
5.03.725	Facilities for disabled persons should be constructed in Colma including specified parking spaces, curb ramps at street crossings, sidewalk clearance around obstacles and sidewalk transitions at driveway crossings.	The City Planner will make recommendations consistent with this policy to the City Council for new development projects.	Ongoing: This policy is implemented on a case-by-case basis.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.03.726	Additional driveway access points to El Camino Real and to arterial and collector streets should be discouraged in order to promote traffic safety and retain landscape corridors. Where possible, access should be developed from other streets.	The City Planner will make recommendations consistent with policy to the City Council for new development projects.	On-going: Traffic studies are required for new development projects that could impact LOS for key intersections in Colma. Currently most, if not all, key intersections are operating at an LOS D or better.
5.03.727	The long term improvement of Hillside Boulevard should include sidewalks and landscaping.	Sidewalks and landscaping are proposed improvements between Serramonte Boulevard and Hoffman Street . Sidewalks are proposed between Serramonte Boulevard and Lawndale Boulevard on the west side of the street. Existing sidewalk sections exist on the east side of Hillside Boulevard between Serramonte Boulevard and Sand Hill Road. Sidewalks on the east side of Hillside Boulevard between Sand Hill Road and Lawndale Boulevard would be required at the time of property development by the property owner.	Hillside Boulevard improvements are completed from Serramonte Boulevard to Hoffman Street. Improvements will be considered as future CIP projects.
5.03.728	The intersection of Mission Road and El Camino Real should be reconfigured to improve safety and to permit left turns from Mission Road onto El Camino Real.	The City Engineer will coordinate with Caltrans on an appropriate configuration. Any necessary funding will be considered in a future CIP.	Future CIP project.
5.03.729	The Town should strive to maintain a Level of Service D or better for all intersections. Levels of E or F should be tolerated during peak periods.	The City Planner and City Engineer will consider and require mitigation, where feasible, to the traffic impacts of new development projects in Colma and proposed in adjoining jurisdictions.	Ongoing.

5.03.730 TOWN IMAGE

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.03.731	<p>Colma recognizes six major gateways to the Town:</p> <ul style="list-style-type: none"> • El Camino Real at the intersection of F Street • El Camino Real and Mission Road • Serramonte Boulevard and Collins Avenue where they intersect Junipero Serra Boulevard • Hillside Boulevard at the intersection of F Street • Hillside Boulevard at Lawndale Boulevard • Mission Road at Lawndale Boulevard <p>The Town's gateways should be enhanced and maintained with appropriate landscaping to strengthen Colma's identity. Gateway elements (such as a sculpture or distinctive architecture) should be included at each gateway. The gateway elements should have a consistent theme. Improvements should be included as an element of private development, where appropriate.</p>	<p>The City Planner will make recommendations for the installation of new gateway signs and landscaping consistent with this policy to the City Council whenever a new development project or a CIP project is proposed that will allow for implementation. Remaining gateways to implement include:</p> <ul style="list-style-type: none"> • El Camino Real and Mission Road (which can be implemented when the intersection is reconfigured or improved, or property at 1988 Mission Road is developed) • Hillside Boulevard at the intersection of F Street (to be implemented in Spring of 2015) • Hillside Boulevard at Lawndale Boulevard (to be implemented when the southern section of Hillside Boulevard is improved) 	<p>The installation of the final two gateway monuments will occur when CIP projects are considered</p>
5.03.732	<p>Street trees should be planted along Colma's street system. Trees should be selected from a plant list approved by the City Council in order to create a unifying theme. Street trees should be planted as a requirement of private development, where such developments involve the public street frontage.</p>	<p>The City Planner will designate preferred trees for each street and make recommendations to the City Council for new development projects.</p>	<p>In late 1999 and 2000, 378 new street trees were installed in the Sterling Park neighborhood. Street improvements were also part of the Verano development that was constructed in 2004 with approximately 20 street trees added on the west side of Mission Road. The City Planner implements this policy on a project by project basis when new development applications are submitted.</p>
5.03.733	<p>A utility undergrounding/street beautification program should be carried out for Mission Road in conjunction with the provision of additional off-street parking to improve visual appearance and traffic safety.</p>	<p>Undergrounding and beautification of Mission Road will be considered in as a future Capital Improvement Program project when funds become available.</p>	<p>No funding is available to carry out these improvements. Sidewalks have been installed in some limited areas.</p>

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.03.734	Overhead transmission lines should be placed underground in order to improve the visual quality of all roadways.	Utility undergrounding will be considered in a future Capital Improvement Program.	Completed: Undergrounding of utilities in majority of the Town has taken place. The areas that are still awaiting undergrounding of utilities include portions of the El Camino Real, Mission Road, Junipero Serra Boulevard and Hillside Boulevard.
5.03.740 BICYCLE AND RECREATION IMPROVEMENTS			
5.03.741	Bicycle lanes should be clearly marked on all designated bicycle routes.	The Town will implement, where feasible, San Mateo County's Comprehensive Bicycle and Pedestrian Master Plan (2011) when projects are being considered under the CIP. In addition, the Town will add Class II and class II bicycle markings and improvements to Mission Road, where feasible.	Will be considered in future CIP programs. Bikes lanes are approved for both sides of Hillside Boulevard, between Hoffman and Serramonte, for Phase I, and between Serramonte and Lawndale for Phase II and III.
5.03.742	The Town should seek ways to implement bikeways along El Camino Real, and Hillside Boulevard.	Consistent with the San Mateo County Comprehensive Bicycle and Pedestrian Master Plan (2011), the Town will consult with Caltrans when improvements are being considered for El Camino Real in order to add bicycle lanes where feasible. Future phases of improvements to Hillside Boulevard will consider, where feasible, the addition of bikeways.	Bikeways were installed along Junipero Serra, Hillside Boulevard Phase I and will be installed along Hillside Boulevard in Phases II & III.
5.03.743	The Town should work with the San Francisco Water Company to see what landscaping improvements are possible on the Water Company right-of-way between Serramonte Boulevard and Collins Avenue.	Securing of an access easement and landscaping of portions of the Water Company right-of-way on the Collins Avenue side shall be considered in the future. The Serramonte half of the right-of-way is proposed to be developed with a wellhouse structure that will be fenced for security.	Ongoing. Future CIP project.
5.03.750 SCENIC ROUTES			
5.03.751	The Town recognizes El Camino Real, Hillside Boulevard, and the Junipero Serra Freeway as scenic routes. Detailed studies and mapping of the scenic routes should be undertaken as necessary to define precise corridor boundaries. Standards for site planning within scenic corridors should be adopted.	The City Planner will make recommendations consistent with this policy to the City Council for new development projects.	Ongoing: The City Planner recognizes that El Camino Real, Hillside Boulevard and Junipero Serra are scenic routes. During CEQA review of new development projects the impact of proposed development on these scenic corridor locations is reviewed, and where impacts may occur, mitigations measures are suggested.

GENERAL PLAN ANNUAL PROGRESS REPORT OPEN SPACE/CONSERVATION ELEMENT POLICIES & IMPLEMENTATION STATUS

5.04.310 WATER AND AIR RESOURCES			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.311	The City should encourage use of water-saving plumbing fixtures in new construction.	The Building Department will review plans and specifications for new construction for water-saving plumbing fixtures.	Ongoing: During plan checks the Building Department encourages use of water saving plumbing fixtures. In May of 2013 the Town adopted a Climate Action Plan which focuses, in part, on promoting water conservation/efficiency through the installation of water-saving plumbing features in commercial and residential construction.
5.04.312	The City should encourage but not mandate the use of drought-tolerant plants in project landscape schemes.	The City Planner will review landscape and irrigation plans for new developments to assure that landscape practices are in keeping with the Town's Water Efficient Landscape Ordinance.	Ongoing: During the entitlement phase, the Planning Department reviews landscape plans and discusses the installation of drought tolerant plants that is in compliance with Colma's Water Efficient Landscape Ordinance.
5.04.313	Surface and roof runoff from large scale projects (over 5 acres) should be channeled to detention ponds to facilitate groundwater recharge and to mitigate flooding of Colma Creek.	The City Planner and City Engineer will recommend project specific conditions of approval requiring detention ponds on large scale projects.	Ongoing: Projects of this size are not common in Colma. However, when applicable, the City Planner and City Engineer will require runoff to be channeled to detention ponds.
5.04.314	Colma should make timely improvements to facilitate the flow of vehicular traffic along major thoroughfares to protect air quality and minimize concentrations of carbon monoxide.	The City Engineer will maintain an active Capital Improvement Project (CIP) list to improve the flow of vehicular traffic along major thoroughfares to protect air quality and minimize concentrations of carbon monoxide.	Due to the recession, the CIP list was suspended. The City Council reinstated the CIP process for the 2012-2013 budget year. The CIP list has been revised for the 2013-2014 fiscal year.
5.04.315	The Town should support the use of public/mass transit by encouraging pedestrian-friendly street design and mixed-use development near transit hubs.	The City Planner will review project plans and make recommendations consistent with this policy.	Ongoing: This policy is implemented on a case-by-case basis. New developments are required to install bike rack and other measures to encourage use of mass transit and alternative forms of transportation.
5.04.316	The Town should minimize the water supply and beneficial use impacts of new development and construction activities to the maximum extent possible.	The plan review and permitting process in the Town should be used to incorporate stormwater quality control, Best Management Practices and minimize increases of impervious cover.	Ongoing: New applications are reviewed to ensure that BMPS are incorporated and that impervious surface is not dramatically increased. New Low Impact Development (LID) standards shall be applied to new developments to encourage the percolation of water back into the site.

5.04.320 COLMA CREEK

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.321	Remaining open areas of Colma Creek shall be protected and enhanced for riparian habitat and aesthetic value. This includes the creek bed and a setback on each side extending back 15 feet from the top bank. Particular emphasis shall be given to creek crossings at Serramonte Boulevard, Collins Avenue and El Camino Real.	The City Planner will review project plans and make recommendations consistent with this policy. In addition, the Town may also look for ways to improve creek habitat independent of a private development application.	The creekside setback of 15 feet is implemented; impacts on the open creek channel are reviewed for proposed projects adjacent to the creek. There have been no additional studies by the Town to improve creek habitat at this time.
5.04.322	Open sections of Colma Creek shall be enhanced where appropriate by adding landscaping, pathways and sitting areas along the banks.	The City Planner will review project plans and make recommendations consistent with this policy. In addition, the Town may also look for ways to improve creek aesthetics and use independent of a private development application.	Seating and outdoor recreation space was added behind the senior housing complex and Town Hall.

5.04.330 VEGETATION AND PROJECT LANDSCAPING

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.331	Significant tree masses and other vegetative cover, as indicated on the Open Space Map (Exhibit OS-1), shall be recognized as natural resources and will be managed and preserved. Tree removal, if necessary, shall follow the guidelines of the Tree Ordinance. Any vegetation removed as part of a development process shall be subject to a landscaping replacement. As a general rule, a one-for-one replacement will be required.	The City Planner shall review requests to remove existing trees under the Tree Ordinance. Applications will be denied or approved based on circumstances, tree condition, or merit with appropriate replacement landscaping.	Ongoing: All tree removal permits are reviewed by the City Planner, and in most cases, an arborist report is required prior to approval to assess tree conditions before approving removals.
5.04.332	The Town shall encourage use of the representative plant list and landscape criteria set forth in Tables OS-2 and OS-3.	The City Planner shall make the list available to property owner and/or applicants who wish to improve or install landscaping. Additional plant choices will be considered based on appropriate use and climate/soil considerations.	Ongoing: The Planning Department has developed a list of tree and plant species that grow well in Colma and has this information available to residents and developers.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.333	Street trees should be planted along Colma's street system. Trees should be selected from a plant list approved by the City council in order to create a unifying theme. Trees should be planted as a requirement of private development with spacing 20-30 feet apart.	The City Planner will make specific street tree recommendations during the design review process.	Replacement trees are required at a 1:1 ratio as a condition of approval when tree removal permits are issued. In addition, when there has been development within the Town's right-of-way, Planning staff has required tree planting consistent with sidewalk development patterns within Colma.
5.04.334	The Town should encourage property owners to eliminate invasive plants wherever they occur.	Town staff will request property owners to removed invasive plants. The Planning Department can provide information on eradication methods.	Ongoing: During code enforcement for weed abatement staff encourages the removal of invasive plants.
5.04.340 FLOODING			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.341	On-site storm water detention shall be constructed for new developments (over ½ acre) which contribute runoff to Colma Creek to store the difference in runoff between the 10-year predevelopment storm (original natural state) and the 100-year post development storm, with stormwater released at the 10-year predevelopment rate. Property owners should be required to enter into agreements for maintenance.	Recommended conditions of approval will be made consistent with this policy. This policy will be implemented by the Building and Engineering Departments at the time of building permit review.	Ongoing: This policy is implemented by the Building and Engineering Departments at the time of building permit review.
5.04.350 MEMORIAL PARKS			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.351	The City shall encourage the preservation, care and maintenance of memorial parks and cemeteries.	The City Council, City Manager and City Planner will continue to monitor and work with cemetery operators to implement this policy.	Ongoing

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.352	Uncommitted cemetery lands will be encouraged to be used for agricultural purposes. Industrial uses shall be prohibited. Conversion of uncommitted cemetery lands to commercial or residential uses shall be discouraged unless there is a demonstrated public need for such change.	The City Planner shall make recommendations on development applications consistent with this policy, the adopted zoning, and General Plan.	Ongoing: Uncommitted cemetery land is currently used for agricultural purposes.
5.04.353	The Pauper's Field known as the Sunset Cemetery should be designated on the Open Space Map and protected against damage or misuse. The Town should not approve any permits for grading or development that could adversely affect the site. Any development within 250 feet of the north edge of the pauper's field should be required to document an archeological survey to determine if burials related to the Pauper's Field exist.	The City Planner and Police Department will monitor activity to protect against misuse. The City Planner will make recommendations on development applications consistent with this policy.	The Pauper's Field remains undeveloped and development on and around this area is restricted.
5.04.360 TOWN IDENTITY			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.361	The Town shall maintain a visual and physical distinction from its surrounding cities.	The City Planner will make recommendations on development applications, signage applications, public improvements, applications for exterior building modifications and landscape plans consistent with adopted General Plan and zoning provisions. A strong Spanish-Mediterranean architectural theme, emphasis on flowering plants and gateway elements will strengthen this distinction.	All new development and remodels are subject to design review where the Spanish-Mediterranean architectural theme is encouraged.
5.04.362	A Spanish-Mediterranean architectural theme shall be utilized for new buildings and major remodeling projects unless an established architectural theme of merit exists.	The City Planner shall only approve or make a recommendation to approve plans that are consistent with this policy.	All new development and remodels are subject to design review where the Spanish-Mediterranean architectural theme is encouraged.
POLICY	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION

NUMBER			
5.04.363	El Camino Real shall be maintained as a greenbelt with wide, landscaped setbacks. The Town shall introduce a street tree program to enhance the greenbelt theme.	The City Planner and City Engineer shall develop a street tree program after approval of a plan and funding by the Town Council.	The Planning Department continues to promote El Camino Real is a wide greenbelt with landscaped setbacks; however a street tree program has not been pursued or funded at this time.
5.04.364	The Town shall promote the image of Colma as a flower town by encouraging the continuation of flower growing in agricultural areas, by requiring the use of flowering trees, shrubs and groundcover in project landscaping and by installing seasonal flowers on publicly-owned properties.	The City Planner shall make recommendations or implement this policy for new developments, landscape changes or public improvements.	Ongoing: Flowering shrubs and plants are encouraged as part of new development projects as well as Capital Improvement Projects.
5.04.365	The Town shall promote the design and installation of special landscape features at principal entrances to Town.	The City Planner will make recommendations to implement this policy.	This policy has been partially implemented at some of the gateway locations into Town with the installation of a Town sign along with palm trees planted adjacent to the sign.
5.04.366	The Town shall promote a civic art program.	The City Planner will make recommendations to implement this policy for larger development projects and public projects and spaces.	A Public Art ordinance was drafted and brought before City Council for consideration in 2007, but it was decided that this policy was not a priority for the Town to pursue at that time.
5.04.367	A consistent street beautification strategy should be incorporated into future roadway improvements to establish a unique and identifiable aesthetic throughout the Town.	The City Planner and City Engineer will develop a street design program for approval and funding by the Town Council.	Ongoing: Street improvement plans are considered for implementation of a standard street design to establish a uniform look throughout the Town. Currently this design is under consideration for possible improvements to Hillside Boulevard.

5.04.370 CYPRESS HILLS PROPERTY			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.371	Future use of the Cypress Hills property other than for park, cemetery or golf course use shall be considered only in conjunction with an overall Master Plan.	City Planner will advise prospective developers of this requirement and make recommendations consistent with this policy.	The Cypress Hills property is currently transitioning to cemetery land use with purchases by Cypress Lawn. Since no other land uses are contemplated, a Master Plan is not required at this time.
5.04.372	The Town should require reclamation of the Hillside Landfill. Reclamation shall include the expansion of the Cypress Hills Gold Course within the Town boundaries, development a passive use area within the County area of the jurisdiction and development of a trailhead parking area within the Town to provide access to San Bruno Mountain Park from Hillside Boulevard.	The City Planner will work with operator and other agencies to implement this policy, with Town Council approval of the final reclamation plan.	Ongoing discussions by the City and land owner.
5.04.373	The Town should not approve any new landfill operations in Colma.	The City Planner will make recommendations consistent with this policy to the Town Council.	No new landfill operations have been proposed.
5.04.380 THREATENED AND ENDANGERED SPECIES			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.381	New developments on properties having open creeks and ponds shall be subject to an investigation of the presence of the threatened Red-legged frog and the endangered San Francisco garter snake.	The City Planner, through the Environmental Review, will ensure that this policy is met.	Ongoing: Staff monitors proposed developments and will require biological studies for projects near sensitive habitats.
5.04.382	Tree removal requests shall be subject to an investigation of the presence of active raptor nests.	The City Planner, through the Environmental Review, will ensure that this policy is met.	Ongoing: Conditions of approval requiring nesting studies under the Migratory Bird Act are included on approvals for tree removals.

5.04.390 PUBLIC PARKS AND RECREATION

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.04.391	The City shall endeavor to increase public park and recreation opportunities in Colma, such as an expansion of the Sterling Park Community Center, a community garden at the Senior Housing Complex, a historical park, and a community playfield.	The City Planner, City Manager and City Council will continue to look for opportunities to implement this policy.	There have been no increases to public park spaces recently.
5.04.392	To promote the creation of a trail and pathway network, the City Council should condition the approval of permits for all site and building improvement projects, where such projects involve the public street frontage, to require the installation of a public sidewalk ,if one does not already exist, within the public right-of-way fronting the affected property. Sidewalks should be a minimum 5 feet wide (4'6" walkway and 6" curb).	The City Planner and City Engineer will make recommendations consistent with this policy to the City Council.	Ongoing: where the opportunities arise, staff will require sidewalk installation where non existing. In July of 2013 the Town approved entitlements to construct a new 9,592 square foot three-story, office building built over a one-level at-grade parking podium, on a 0.27 acre project site located at 1850 El Camino Real. Rather than require a public sidewalk on the site which may never be utilized or connected to sidewalk improvements further south, the permit was conditioned to require that the property owner covenant to provide an access easement for the purpose of providing a public sidewalk if one is required in the future.
5.04.393	The Town should work with the San Francisco Water Company to see what landscaping and pedestrian improvements are possible on the Water company right-of-way between Serramonte Boulevard and Collins Avenue.	Landscaping for portions of the easement is included in the Town's 1998/99-2002/03 Capital Improvement Program. The City Planner will make recommendations consistent with this policy to the City Council.	Ongoing discussions with SFPUC regarding their right-of-way

2014 GENERAL PLAN ANNUAL PROGRESS REPORT NOISE ELEMENT POLICIES & IMPLEMENTATION STATUS

5.06.310 NOISE ELEMENT POLICIES			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.06.311	The Town should review proposed development with regard to potential noise generation impacts, to ensure that the tranquil atmosphere for the Town's memorial parks is maintained.	The City Planner will make recommendations consistent with this policy and Subchapter 2.05 Noise Limitation of the Town Municipal Code to the Town Council for new development projects.	Ongoing: All development projects that are subject to CEQA review are analyzed for potential noise impacts, both construction related and operational. Mitigation measures, including limits on construction hours, are imposed where needed. In December of 2013 the Town added Subchapter 2.05 Noise Limitation to the Town Municipal Code, which allows for police department enforcement of noise complaints or violations.
5.06.312	Land use decisions should include consideration of the noise compatibility chart and acoustic reports required for all development in locations where noise levels exceed the "normal acceptable" range for specified land use types. Mitigation measures should be required if recommended in the acoustic report.	Acoustic reports will be required for applicable new projects, consistent with this policy. The City Planner will make recommendations consistent with this policy to the Town Council for new development projects.	Ongoing: Noise studies (acoustic reports) are required where it is anticipated that noise levels may exceed "normal acceptable" levels, and mitigation measures are imposed as needed to reduce noise levels to "normal acceptable" range.
5.06.313	A detailed acoustic report should be required in all cases where hotels, motels and multiple-family dwellings are proposed in areas exposed to exterior noise levels 60 Ldn or greater. Mitigation measures should be required if recommended in the report.	Acoustic reports will be required for applicable new projects, consistent with this policy. The City Planner will make recommendations consistent with this policy to the Town Council for new development projects.	Ongoing: This policy is implemented on a case-by-case basis where hotels, motels and multiple-family dwellings are proposed in areas exposed to exterior noise levels 60 Ldn or greater.
5.06.314	All BART tail tracks and line extensions through Colma shall be located underground along the former Southern Pacific Railroad right-of-way so that environmental noise impacts are minimized.	The design for the BART line through Colma is consistent with this policy. Any future additions or modifications to the BART line through Colma must be consistent with this policy.	This policy has been implemented and there have been no other additions or modifications to the BART line through Colma.
5.06.315	An ordinance should be adopted limiting days and hours of construction to provide quiet time.	The City Planner will work with the City Engineer to prepare an ordinance for City Council consideration.	Completed: Colma Municipal Code Section 5.04.110-5.04.140 was revised in March 2010 to include limits on construction hours: weekdays 7 a.m. to 8 p.m. and weekends 10 a.m. to 6 p.m.

GENERAL PLAN ANNUAL PROGRESS REPORT SAFETY ELEMENT POLICIES & IMPLEMENTATION STATUS

5.07.410 SEISMIC AND GEOLOGIC			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.411	The Town should continue to investigate the potential for seismic and geologic hazards as part of the development review process and maintain this information for the public record. Safety Element maps should be updated as appropriate.	The City Planner will review incoming geologic reports associated with new development and update base information and maps.	Ongoing: Each project that includes a seismic and geologic hazards investigation as part of the development review process is kept on file and City maps will be updated as new information is received.
5.07.412	The Town should require geotechnical, soils and foundation reports for proposed projects which warrant them according to the Safety Element and its geologic and Hazard Maps, the County's Seismic and Safety Element; and the Town's Building Official and Building Codes.	Soils and geotechnical reports will be required as part of the submittal for new development projects. The City Engineer and Building Official will review necessary reports as part of the building permit process.	Ongoing: This policy is implemented on a case-by-case basis; for new construction projects and additions, geotechnical, soils and foundation reports are required and analyzed in the CEQA document as well as by the City Engineer during the permitting process.
5.07.413	Colma should prohibit development in seismic or geologically hazardous zones, including any land alteration, grading for roads and structural development.	Based on applicable Geologic and Engineering reports, this policy will be carried out by the City Engineer and City Planner.	Ongoing: This policy is implemented on a case-by-case basis.
5.07.414	All critical care facilities and services should be designed to remain functional following the maximum credible earthquake. Placement of critical facilities and high-occupancy structures in areas prone to violent ground shaking or ground failures should be avoided	The City Engineer and Building Official will review Geologic reports, Engineering studies and plans for these types of structures.	Ongoing: This policy is implemented on a case-by-case basis.
5.07.415	The Town should request that owners of all buildings identified as unsafe have their buildings inspected by a licensed engineer or architect, and take the necessary steps to make them safe.	This policy will be implemented by the Building Department.	Ongoing: This policy is implemented on a case-by-case basis. To date, no unsafe buildings have been identified.
5.07.416	Colma should work with San Mateo County, California Water Service Company and the San Francisco Water District to ensure that all water tanks and main water pipelines are capable of withstanding high seismic stress.	The City Planner and City Engineer will make inquiries about these items.	Ongoing: Discussions are held with utility providers. SFPUC has recently reviewed water distribution lines and will be replacing one line in the near future.

5.07.420 FLOODING

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.421	Drainage facilities should be maintained to accommodate the flow capacity of Colma Creek through Colma to accommodate the storm water runoff from a 100-year storm.	The Town will continue to participate in the review of flood improvement projects, carried out by San Mateo County, to reduce flood hazards throughout the town.	The Colma Creek by-pass pipe was installed on El Camino Real, and has been constructed to accommodate a 100-year storm event.
5.07.422	The Town should continue to require the habitable portions of new structures to have a first-floor elevation that is elevated to or above the projected 100-year water surface, and to be adequately protected from flooding, as defined in the Municipal Code (Section 5.05.335).	This policy will be implemented as a standard condition of Planning Permits and during review of construction plans by the City Engineer and Building Official.	Ongoing: This policy is implemented on a case-by-case basis.
5.07.423	On-site storm water detention facilities should be constructed for new developments (over ½ acre) which contribute runoff to Colma Creek to store the difference in runoff between the 10-year predevelopment storm (original natural state) and the 100-year post development storm, with stormwater released at the 10-year predevelopment rate. Property owners should be required to enter into agreements for maintenance.	This policy will be implemented as a standard condition of Planning Permits and during review of construction plans by the City Engineer and Building Official.	Ongoing: This policy is implemented on a case-by-case basis. New developments in Town have been required to comply with this policy and maintenance agreements have been implemented.

5.07.430 FIRE SAFETY

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.431	The Town should support the Fire Protection District as they strive to improve the District's ISO rating.	The City Council and City Manager will continue to monitor and work with the Fire Protection District to implement this policy.	Ongoing.
5.07.432	Colma should ensure that all buildings have visible street numbers and are accessible to fire vehicles and equipment. A minimum 20 foot wide fire lane should be provided to all commercial and large scale residential facilities.	The Fire Protection District will review and condition approval of new development plans to meet these standards and will encourage businesses, at the time of fire inspections, to meet these and other fire safety standards.	Ongoing: This policy is implemented on a case-by-case basis. All new development projects and remodels are routed to the Colma Fire District for comment. Fire lanes are inspected on site by the Fire Marshall
5.07.433	Colma should assist the Fire Protection District in efforts to continue to maintain an average response time of two to four minutes to all locations in Colma.	The City Council and City Manager will continue to monitor and work with the Fire Protection District to implement this policy.	Policy is currently being met with in town response times within two to four minutes.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.434	The Town should continue to have the Colma Fire Protection District review development plans for conformity with the Uniform Fire Code and Title 24 of the California Building Code.	The Fire Protection District or its designee will continue to review development plans.	Ongoing: All applications for development are routed to the Fire Protection District for review comments for conformity with the UFC, Title 24 and the CBC.
5.07.435	The Town should support the Fire Protection District's continued programs of fire prevention and public education about fire safety.	The City Council and City Manager will continue to monitor and work with the Fire Protection District to continue this program.	Ongoing
5.07.436	Encourage the Fire Protection District to continue its participation in mutual aid agreements with Pacifica, Daly City, San Bruno, South San Francisco, Brisbane and the San Mateo County Fire Chiefs Association County Wide Plan.	The Fire Protection District will continue to implement ways to improve local service to Colma and neighboring communities.	Ongoing
5.07.437	The Town should insure that the community is served by a self-sufficient fire protection system that may include support for the existing District, establishment of a joint powers agreement, acquisition of the existing District and facilities or development of a new free-standing fire station.	The City Council and Fire Protection District will continue to monitor and evaluate future service for the Town.	Ongoing. No significant new developments have occurred over the past few years.
5.07.438	Colma should consider acquisition of a site for a new public safety facility.	The Town continues to investigate opportunities for acquiring sites for civic purposes.	Due to the recession, there have not been any recent discussions about acquiring sites.
5.07.440 HAZARDOUS MATERIALS			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.441	Colma should support County efforts to locate, regulate and maintain information regarding hazardous materials located or transported within the Town.	The Fire Protection District, San Mateo County Environmental Health Department, and the City Engineer will carry out this policy.	Ongoing
5.07.442	Colma should collect and maintain a list of locations in Town where hazardous materials are used.	The Fire Protection District, City Engineer, and City Planner will maintain hazardous materials lists.	Ongoing. List kept by the Fire Protection District

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.443	Measures aimed at significantly decreasing solid waste generation should be promoted. Recycled materials storage and collection areas should be required throughout the Town and in all new developments.	The City Council will continue to work with waste haulers and owners of the Hillside Landfill in Colma to reduce solid waste generation and to increase recycling. Proper waste storage will be required as a standard condition of Planning Permits.	This policy has been implemented with a new waste collection process that has been implemented for curbside recycling of materials; in addition recycling deposits are required for demolition permits issued by the Building Department and standard conditions regarding waste storage are included with entitlement approvals. The Town is also working with San Mateo County and has adopted ordinances prohibiting the use of polystyrene containers and single use plastic bags.
5.07.444	Public awareness of safe and effective hazardous waste use, storage and disposal should be promoted. The Town newsletter should be used to inform residents.	Articles or prepared materials from various sources will be distributed or included in the Town newsletter.	Ongoing
5.07.450 EMERGENCY OPERATIONS			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.451	The Town should maintain the Colma Emergency Management Plan and continue to participate with San Mateo County's Mutual Aid Programs and Operational Area Emergency Services Organization as a basis for community emergency preparedness.	City staff will continue to work with the San Mateo Operational Emergency Services Organization to maintain and improve community emergency preparedness	Ongoing: Colma continues to participate in the SM County's Mutual Aid program.
5.07.452	Colma should continue to analyze significant seismic, geologic and community wide hazards as part of the environmental review process, and require that mitigation measures be made conditions of project approval.	The City Planner and other departments will monitor and recommend hazards mitigation as part of project approval.	Ongoing: Projects that require CEQA review included analysis of seismic, geologic and community wide hazards and where applicable, mitigate measures are included to reduce impacts from these hazards.
5.07.453	Emergency evacuation routes should be determined by the Police Chief and City Engineer. Evacuation routes should follow the major roadways as set forth in the Circulation Element.	The Police Department will direct any necessary evacuation routes.	Ongoing: no change
5.07.454	Colma should promote awareness of the Town's emergency operations procedure. The Town newsletter should be used to inform residents.	Articles or prepared materials from various sources will be distributed or included in the Town newsletter.	Ongoing: Colma's EOC regularly conducts drills to ensure that employees and members of public are aware of emergency operations; the Town's newsletter also contains information about how to handle and prepare for emergency situations.

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.07.455	Colma should strive to improve interjurisdictional, interagency cooperation with other public and private agencies for safety in future land use planning, hazard prevention and emergency response.	City staff will communicate with their counterparts in other jurisdictions to continue to work toward protecting community safety.	Ongoing
5.07.456	Colma should work with the Colma Fire Protection District to establish an alternative Emergency Operations Center, if the Fire Protection District facility is not operational.	City staff will work toward having necessary supplies available at an alternative site when one is selected.	The main EOC (Emergency Operations Center) is the Police Station, and the alternative EOC is Colma's Town Hall. In addition, Sterling Park Community Center and the Hillside Community Center have been designated as emergency shelter locations.

2014 GENERAL PLAN ANNUAL PROGRESS REPORT HISTORICAL ELEMENT POLICIES & IMPLEMENTATION STATUS

5.08.210 HISTORIC RESOURCE PROTECTIONS			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.08.221	Colma should encourage the rehabilitation and continued use or reuse of designated historic buildings or sites whenever planning or building permits are involved	The City Planner will make recommendations consistent with this policy to the City Council	Ongoing: This policy is implemented on a case-by-case basis. City Planner worked with developer of proposed mixed use project at Bocci site, 7778 El Camino Real, to relocate and restore historic Bocci office building across the street to make way for new project; however project was ultimately withdrawn in 2008.
5.08.212	Important historic resources should be protected through designation by the Town of Colma.	The City Planner will make recommendations consistent with this policy to the City Council.	The Town of Colma has not designated any historic resources. Potential resources are protected through the CEQA process.
5.08.213	State and/or Federal recognition of selected historic resources should be sought by applying for designation as a California Historical Landmark, or a California Point of Historical Interest, and/or inclusion in the National Register of Historic Places. Nomination to the California Register of Historical Resources should be made for qualifying public buildings and whenever private property owners concur.	The City Planner will facilitate applications for qualifying public buildings, and assist property owners who want to apply for historical designation for their buildings.	No property owners have sought designation.
5.08.220 HISTORIC RESOURCE PROTECTIONS			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.08.221	A Historic Preservation Ordinance and Historic District Resource "HR" Combining Zone should be used to identify historic resources. Protection of historic resources should be provided by use of the design review procedure.	The City Planner will make recommendations consistent with this policy to the City Council.	A Historic Preservation Ordinance and HR combining zone has not been established to date.
5.08.222	The Colma Historical Association should be consulted whenever a proposed development project involves a designated historic resource in Colma.	The City Planner will contact the Colma Historical Association and solicit input whenever a proposed development project involves a designated historic resource.	Ongoing: This policy is implemented on a case-by-case basis.
5.08.223	Colma should use the nationally established Rehabilitation Standards and Guidelines for the Restoration and Rehabilitation of Historic Structures (See Appendix C).	The City Planner and Building Department will make recommendations consistent with this policy to the City Council.	Ongoing: This policy is implemented on a case-by-case basis when repair or construction projects are proposed on historic structures (as identified in this Element).

POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.08.224	Colma should use the California State Historical Building Code (SHBC) for designated buildings to encourage historic rehabilitation.	The City Planner and Building Department will make recommendations consistent with this policy to the City Council.	Ongoing: This policy is implemented on a case-by-case basis when repair or construction projects are proposed on historic structures (as identified in this Element).
5.08.225	A Historic Resources inventory should be maintained, including keeping a current list of all local, state, and federally designated historical landmarks, points of historical interest, historic resources and historic districts in Colma.	The City Planner will maintain a Historic Resources Inventory and make it available for public inspection.	Ongoing: A Historic Resources inventory was prepared to facilitate preparation of the Historic Resources Element. The inventory is available for public inspection.
5.08.226	The Town should utilize its Design Review procedure for review of development in historic districts and adjacent to designated historic landmarks.	The City Planner will make recommendations consistent with this policy to the City Council for new development projects.	Ongoing: This policy is implemented on a case-by-case basis.
5.08.230 INCREASE PUBLIC AWARENESS			
POLICY NUMBER	POLICY	IMPLEMENTATION MEASURE	STATUS OF POLICY IMPLEMENTATION
5.08.231	The Town should provide information to the public concerning the location of historic resources and their value to the community, State and Nation.	The City Planner will maintain a Historic Resources Inventory and make it available for public inspection. Referrals to the Colma Historical Association will also be made.	Ongoing
5.08.232	The Town should support the Colma Historical Association in their efforts to expand historical knowledge about Colma.	The Town will pursue establishment of an historical park and museum for Colma.	Completed: The Colma Historical Association moved into their expanded location at 1500 Hillside Boulevard in 2003.
5.08.233	Colma should maintain communication with the State Office of Historic Preservation, California Register of Historical Resources and San Mateo County Planning Department to disseminate information about historical resources in Colma.	The City Planner, City Manager and City Council will take actions consistent with this policy when required.	Ongoing

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Ratcliff Contract Amendment for Phase II of Town Hall Project

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING CONTRACT AMENDMENT WITH RATCLIFF FOR
 ARCHITECTURAL SERVICES FOR TOWN HALL PROJECT

EXECUTIVE SUMMARY

The attached contract amendment with Ratcliff allows Phase II of the Town Hall renovation project to move forward. The amendment is the result of negotiations between the Town and Ratcliff, as directed by Council at the November 12, 2014 City Council meeting.

The second phase of the project includes design of the project, preparation of construction documents, construction bidding management and construction administration. Construction is anticipated to begin in October of 2015, with an approximate 12-month construction period.

The contract amendment is structured as a not-to-exceed lump sum contract based on time and materials (as opposed to a percentage of construction costs). The total contract amendment for Phase II work is \$881,390.

FISCAL IMPACT

The contract amendment total is \$881,390. Funding will come from the Capital Improvement Fund and was authorized by the City Council at the February 11, 2015 City Council meeting when Council adopted a \$13 million total project budget.

BACKGROUND

The Town entered into a contract with Ratcliff in February 2014 for Phase I of the Town Hall Renovation project. The end result of that Phase I work was presented to the Council in the form of a report, which included a proposed site plan and building elevations, at the November 12, 2014 Council meeting. The Council approved the report at that meeting and directed staff to explore options for architectural and construction services for the Phase II work.

During the February 11, 2015 Council meeting, the Council formally set the project budget at \$13 million. Now that the project budget has been set the Town must enter into a contract for Phase II architectural services.

ANALYSIS

Staff has determined that the best course of action for moving the project forward in an expeditious manner is to enter into a simple contract amendment with Ratcliff. The amendment uses the original Ratcliff contract (awarded in February 2014) as a base document, with the new scope of work as an exhibit (see attached).

As noted in the fiscal section of this staff report, the amendment is structured as a lump sum, not-to-exceed contract for \$881,390. This amount includes \$448,347 for Ratcliff's work, \$393,675 for subconsultant work and a \$39,368 markup for out-of-office expenses. Staff believes the contract represents fair compensation for the work to be undertaken and is very comfortable with Ratcliff's approach and fee. Note that there are several comments written by Ratcliff on the subconsultant proposals at the end of the attachment. These comments are meant to clarify the subconsultant's scope of work to Ratcliff.

Values

Approval of the resolution and contract amendment is consistent with the Council's value of *responsibility* because the contract has been thoroughly vetted by staff and represents a thoughtful approach to the requirements for Phase II of the project while providing a reasonable fee to the architect.

Alternatives

The Council could not approve the attached resolution, which would reject the contract amendment. Council could then direct staff to renegotiate the terms of the proposed amendment. Doing so is not recommended, however, as staff and Ratcliff have extensively negotiated the attached scope of work and each party is comfortable with the approach taken in the amendment. Not approving the contract amendment will also further delay the project.

CONCLUSION

Staff recommends approval of the attached resolution amending the contract with Ratcliff.

ATTACHMENTS

- A. Resolution
- B. Contract amendment

RESOLUTION NO. 2015-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION APPROVING CONTRACT AMENDMENT WITH RATCLIFF
FOR ARCHITECTURAL SERVICES FOR TOWN HALL PROJECT**

The City Council of the Town of Colma does hereby resolve:

1. Background.

(a) The original contract and the proposed contract amendment were competitively bid in accordance with the Town's Purchasing Ordinance. The City Council directed staff to issue a Request for Proposals (RFP) to solicit proposals from qualifying architectural firms for the Colma Town Hall renovation project. The scope of the RFP included both a Phase I and Phase II, with Phase I including pre-design services and Phase II including design and construction services.

(b) On December 12, 2013 the Town received four proposals. The two most qualified firms were selected to go before City Council for final selection.

(c) At a special meeting on January 29, 2014, the Council directed the City Manager to begin negotiations with Ratcliff. The original agreement authorizing Ratcliff to proceed with Phase I was approved by the City Council in February of 2014.

(d) As specified in the RFP, Phase II of the project was not to proceed unless the City Council approved Phase I of the project. On November 12, 2014, the City Council approved Phase I of the Project and directed the City Manager to negotiate with Ratcliff to proceed with Phase II of the project.

(e) The first amendment authorizes Ratcliff to proceed with Phase II of the project as detailed in the RFP and in the proposed amendment.

2. Order.

(a) The first amendment between the Town of Colma and Ratcliff, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.

(b) The Mayor is authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on _____, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk

FIRST AMENDMENT TO
AGREEMENT FOR ARCHITECTURAL SERVICES

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this **11th day of March 2015**, by and between the **TOWN OF COLMA**, a municipal corporation organized under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town") and **RATCLIFF ARCHITECTS** with its principal place of business at 5856 Doyle Street, Emeryville, CA 94608 ("Architect"). Town and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

RECITALS

WHEREAS, on or about February 26, 2014, the Town and Architect entered into an Agreement for Architectural Services (the "Agreement"), for the design of the Colma Town Hall Renovation project (the "Project"); and

WHEREAS, the Agreement permits the Town and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the parties; and

WHEREAS, under the Agreement, Architect was required to complete certain Phase I Pre-Design Services, including, but not limited to, a Project Feasibility Report and Needs Assessment to develop conceptual planning and budgetary information for the Project; and

WHEREAS, upon approval of the conceptual planning and budgetary information by the Town Council, the Parties agreed to enter into negotiations for the potential completion of all Phase II design services necessary for the completion of the design and construction administration services to be provided by the Architect as set forth in Exhibit "A" to the Agreement (collectively "Phase II Design Services"); and

WHEREAS, the Town and Architect have completed their negotiations relative to the proposed fee and scope of work for completion of the Phase II Design Services contemplated by the Agreement and now desire to amend the Agreement to authorize the Architect to proceed with such work pursuant to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment Terms.**

The Agreement is hereby amended as follows:

- a. **Authorization to Proceed with Phase II Design Services.** The Architect is hereby authorized to proceed with the Phase II Design Services necessary for completion

of the design and construction phase of the Project as set forth in Exhibit "A" to the Agreement, consistent with the other terms and conditions of this Amendment.

- b. Architect's Fee for Phase II Design Services. Exhibit "B" of the Agreement relative to the Architect's compensation for such Phase II Design Services, shall be amended and superseded by the provisions of this Amendment. For Phase II Design Services, Architect shall perform such services on a time and materials basis for a not to exceed fee amount of **\$881,390.00**, as further described and set forth in the Architect's proposal for such Phase II services, dated **March 11, 2015**, and attached hereto and incorporated herein as Attachment "1" to this Amendment. Architect shall not be entitled to any additional compensation for Phase II except as explicitly authorized by a written agreement between the Parties.
 - c. Exclusions/Exceptions for Phase II Design Services. The Architect shall be required to perform all Phase II Design Services in accordance with the provisions of Exhibit "A" of the Agreement, except as explicitly set forth in this Amendment. The Parties have agreed that the allowable Exclusions/Exceptions to such Design Services are only those items set forth in Attachment "2" to this Amendment. All other requirements of Exhibit "A" of the Agreement shall apply to the Phase II Design Services provided by the Architect.
 - d. Approved Schedule. Except as otherwise agreed to in writing by the Parties, Architect shall provide all such Phase II Design Services consistent with the schedule provided by the Architect as part of its **March 11, 2015**, proposal which is attached hereto and incorporated herein as Attachment "1" to this Amendment.
2. This First Amendment shall only be effective upon the execution by both the Town and Architect.
 3. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 4. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

TOWN OF COLMA

RATCLIFF ARCHITECTS

By: _____

By: Wm. J. Blessing Mar 11, 2105

Name: _____

Name: William J. Blessing

Title: _____

Title: Principal

March 11, 2015

Mr. Brad Donohue
Public Works Director
Town of Colma
1188 El Camino Real
Colma, CA 94014

Re: Colma Town Hall, Fee Proposal for Preliminary Design through Construction Documents
Ratcliff Project No.: 34003.00

Dear Brad:

We are pleased to present our proposal for Preliminary Design through Construction Administration for Renovations and Addition to the Colma Town Hall. The scope of the work is described in the December 2014 Phase 1: Feasibility and Conceptual Design Report, the 12/12/14 Preliminary Pricing Set and the updated consultant narratives, also issued on 12/12/14. The scope includes renovations to the 1941 historic Town Hall, demolition of the 1986 addition and a new 2-story addition with one level of underground parking and one level of Town's administrative functions. The work also includes a podium level plaza and expansion of existing surface parking in the location of the current Annex modular buildings.

The following provides an overview of the scope of services that will be provided for each phase of the work and associated fees, and an approximate schedule duration:

Preliminary Design (2-1/2 months)

Ratcliff and its consultants will prepare Preliminary Design documents based on an approved Concept Phase budget and design. The scope of work and deliverables will include:

- Kick-off meeting to confirm process, overall schedule & milestones
- Code Review
- Meetings with agencies
- Document scope of work in drawing and functional specifications
- Consultant meetings & coordination
- Work with cost estimator to develop 100% PD cost estimate
- Client meeting to review 100% PD cost estimate
- Client design & coordination meetings (2)
- Council Presentation (1) for Exterior Design approval

Construction Documents/ Permitting (3 months)

Based on the owner approval of the Preliminary Design documents and cost estimate, Ratcliff and its consultants will proceed into the Construction Documents phase of the project. The scope of work and deliverables will include:

- Develop and coordinate Contract Documents
- Consultant meetings and coordination for systems requirements and compatibility
- Update meeting(s) with agencies
- Coordination with Cost Estimating consultant to prepare 75% CD cost estimate
- Client meeting to review 75% CD cost estimate
- Drawings for building permit application and for contractor's BID purposes.
- Technical Specification in CSI format
- Submission to the Town of Colma for permits (permit fees NIC)
- Review permit comments and incorporate revisions as needed
- Client design and coordination meetings (2)
- Council Presentation (1) with focus on interiors

Bidding (4 weeks)

Based on the approved Construction Documents phase and approved Permit Documents, Ratcliff and consultants will proceed into the Bidding phase of the project. The scope of work and deliverables will include:

- (1) Pre-bid site visit with potential bidders
- Response to contractor questions
- Addendum if required
- Bid opening/ review

Construction Administration (12 months)

The scope of work is limited to 8 hours/ week / 12 months:

- The allocated time may be used to attend construction meetings and/or address any issues as directed by the client.

Assumptions and Exclusions

- Assumes a 12-month construction schedule
- Additional time beyond the contracted hours for Construction Administration will be billed separately on a T&M basis
- Additional information such as updated Geotechnical Report and Survey of project area will be provided by the owner
- Allowances are included for Waterproofing consultant
- Professional 3-D presentation renderings are excluded. Quotation upon request.
- As-built documents are excluded. Quotation upon request.
- Signage Consultant is excluded (Code compliance signage is included). Quotation upon request.
- CASp (California Accessibility Specialist) review is excluded. Quotation upon request.
- FF&E Services are excluded. Quotation upon request.
- Reimbursable expenses are excluded and invoiced per original Base Contract Item:
 - 3.10.3 Reimbursable Expenses.

11 March 2015

pg. 3

- Schedule is compressed and will require timely decisions by client in order to maintain project milestones.
- Other assumptions and exclusions are per attached Exclusions/Exceptions for Phase II Design Services. Attachment 1.

FEE SUMMARY

Please refer to attached spread sheet, consultant proposals and schedule for additional information.

Ratcliff proposes to provide the services outlined above based on a lump sum of **Eight Hundred Eighty One Thousand, Three Hundred and Ninety Dollars (\$881,390)**. Reimbursable Expenses will be billed separately at actual cost, no mark-up. Please let us know if you have any questions regarding our proposal or if you require additional information. If the proposal is acceptable, we will work with you to amend our current contract. We look forward to continuing to work with you on this important project.

Very truly yours,
RATCLIFF



Bill Blessing, Principal

Attachments:

- EX B_150311_Colma PD-CA Fee Summary
- ATTACHMENT 1_150311_PD-CA_Colma Schedule
- ATTACHMENT 2_150311_Colma A+E exclusions_PD-CA
- 150311_Consultant Proposals_PD thru CA

RATCLIFF

Exhibit "B"

Colma Town Hall Renovation & Addition
 Fee Summary: Architectural per phase and Total A&E
 Updated: 11-Mar-15

	Staff	wk/mo	hrs/wk	months PD	months CD/Permit	months Permit/Bid	months CA	\$/hr	
PTE	PIC/PD	4.33	12	2.5	2.5				\$63,651
	.3 FTE							\$245	
FTE	PM/PA model -	4.33	40	2.5	3	1			\$179,002.20
	1FTE							\$159	
FTE	Junior	4.33	40	2.5	3				\$104,786
	.5FTE							\$110	
PTE	SPECS/QA	4.33	40	0.25	0.25				\$16,454
	2 phases							\$190	
	FEE (Excluding CA)								\$363,893
1 D /wk	CA Lead Arch	4.33	8				12		\$66,093
	12 months							\$159	
NIC	CA Admin	4.33	0				12		\$0
	12 months							\$75	
	December 2014 SD services								18,361
	TOTAL RATCLIFF FEE								\$448,347

TOTAL A+E Fee Summary	
Ratcliff	\$448,347
Consultants	\$393,675
10% mark-up	\$39,368
TOTAL A+E FEE	\$881,390

Assumption and Exclusions

- 1 Construction Administration services for Architectural team is limited to 8hrs/week. Additional time will be billed separately on a T&M basis.
- 2 Exclusions:
See ATTACHMENT 2_150311_Colma A+E exclusions_PD-CA

**Colma Town Hall Renovation & Addition
 Consultant Fee Proposals: Preliminary Design - Construction Documents**

Updated: 11-Mar-15

Civil	BKF
Landscape	DALA
Structural	Degenkolb
Mech/Plumbing	M&W
Electrical/ Lighting	OMM
Telecom/AV/Security/ Acoustics	SFMI
Waterproofing*	Allowance*
Historic Architect	ALA
Cost Consultant	MCS

Consultant total per Phase
Consultant total

	PHASE				TOTAL
	PD	CD	BID	CA	
	\$4,500	\$16,500	incl. in CD	\$5,000	\$26,000
	\$17,605	\$27,460	\$1,440	\$10,110	\$56,615
	\$33,000	\$60,000	incl. in CD	\$22,000	\$115,000
	\$21,000	\$31,000	incl. in CD	\$3,000	\$55,000
	\$34,200	\$40,900	\$1,900	\$10,000	\$87,000
	\$8,130	\$14,660	\$1,350	\$7,260	\$31,400
	\$1,000	\$3,500	incl. in CD	\$3,500	\$7,000
	\$4,500	\$4,000	incl. in CD	\$1,000	\$6,000
		\$4,500	\$660	\$0	\$9,660
	\$123,935	\$202,520	\$5,350	\$61,870	\$393,675
					\$393,675

Notes: Consultant fees are per attached proposals, u.o.n.

Exclusions: ATTACHMENT 2_150311_Colma A+E exclusions_ PD-CA

ATTACHMENT "1"

Ratcliff's Proposal for Phase II Design Services dated March 11, 2015

[ATTACHED]

ATTACHMENT 1

Town of Colma - Town Hall Renovation and New Addition Project
 Project Schedule - Phase II
 11-Mar-15

	2015												Oct-16											
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct-15	Nov-15	Dec-15	Jan-16												
Date	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	2	
Coordination Meetings																								
Face to Face Mtg. (yellow); Go To Mtg (white)																								
Budget Confirmation																								
Preliminary Design (See Note 1)																								
Construction Documents																								
Building Permit																								
Bid																								
Construction (12 months) (limited services)																								

Notes:

1. PD start up is contingent on Approval of Project Scope and Budget after completion of 2nd Conceptual Cost Estimate reconciliation.
2. Client Funding Submittal - based on Approval of Preliminary Design Package and Budget.

ATTACHMENT "2"

**Ratcliff's Exceptions/Exclusions to Agreement for Phase II Design Services
dated March 11, 2015**

[ATTACHED]

Town of Colma - Town Hall Renovation and New Addition Project

**RE: Fee Proposal for Preliminary Design through Construction Documents
Assumptions and Exclusions – Phase II**

Ratcliff Project No.: 34003.00

Date: March 11, 2015

ARCHITECTURAL

Assumptions and Exclusions

We have made the following assumptions in the development of this proposal:

- Assumes a 12-month construction schedule
- Additional time beyond the contracted hours for Construction Administration will be billed separately on a T&M basis
- Additional information such as updated Geotechnical report and survey of project area will be provided by the owner
- Allowances are included for Waterproofing consultant
- Professional 3-D presentation renderings are excluded. Quotation upon request.
- As-built documents are excluded. Quotation upon request.
- Signage Consultant is excluded (Code compliance signage is included). Quotation upon request.
- CASp (California Accessibility Specialist) review is excluded. Quotation upon request.
- National Historic Register Certification is not being pursued at this time., and the design as approved in Phase 1 meets historic intent of Town code.
- FF&E Services are excluded. Quotation upon request.
- Should hidden conditions of existing conditions be uncovered during construction that requires changes to the details prepared, we will request additional fee to address these changes.
- Reimbursable expenses are excluded and invoiced per Original Contract Item:
 - 3.10.3 Reimbursable Expenses.
- No Phasing is assumed for this project.
- No LEED services are included.
- No Commissioning services are included.
- Schedule is compressed and will require timely decisions by client in order to maintain project milestones.

STRUCTURAL

Assumptions and Exclusions

We have made the following assumptions in the development of this proposal:

- No building additions such that seismic demand to any existing structural element is increased by more than 10%.
- Electronic backgrounds for the buildings will be provided to us. We will be using Autodesk Revit. We will be providing traditional 2D documents for the project milestone deliverables.
- The entire project will be designed, reviewed and constructed under one set of documents and permit.
- Should hidden conditions of existing conditions be uncovered during construction that requires changes to the details prepared, we will request additional fee to address these changes.
- Design or field observations of shoring and bracing for excavations and building, or underpinning of adjacent structures.
- Record drawings will be not be prepared at the conclusion of construction.

MECHANICAL / PLUMBING

Assumptions and Exclusions

We have made the following assumptions in the development of this proposal:

- Design is based on the use of a variable refrigerant flow (VRF) approach.
- Fire sprinkler systems are to be designed and constructed on a design/build basis.
- No LEED services are included.
- No Commissioning services are included.

ELECTRICAL

Assumptions and Exclusions

We have made the following assumptions in the development of this proposal:

- No photovoltaic system design is included.
- No Phasing is assumed for this project.
- No LEED services are included.
- No Commissioning services are included.

COMM INFRASTRUCTURE, AUDIOVISUAL SYSTEMS, ELECTRONIC SECURITY SYSTEMS, AND ACOUSTICS

Assumptions and Exclusions

We have made the following assumptions in the development of this proposal:

- SFMI assumes that the Owner will procure its own intrusion detection/burglar alarm panel, through its contracts with its alarm monitoring company, who will be responsible for cross-connection to the intrusion detection devices described in the SFMI full scope proposal.
- No Phasing is assumed for this project.
- No LEED services are included.
- No Commissioning services are included.
- Per 1.1 described in the SFMI full scope proposal, SFMI understands that design and/or construction administration phase services are not required for the Project in the areas of:
 - a. Acoustics: Environmental Noise Impact Studies, Exterior Noise Impact Review, LEED/CHPS Analysis, Recommendations, Submittals or Post Construction Testing/Evaluation.
 - b. Audio-visual Systems: Voice/Speech Lift Systems, Satellite Television Reception Systems.
 - c. Communications Systems: LAN/WAN Systems Hardware, including Routers, Firewalls, General Purpose Network Switches, General Purpose Servers, Disk and Tape Backup Systems, Wireless Access Points, Rackmount UPS, General Purpose Computer Workstations, Printers and Related, Microwave Communications Systems, VoIP/PBX Telephone Systems, Public Safety Radio Repeater Systems, and/or Distributed Antenna Systems (DAS)/Cellular Telephone Repeater Systems.
 - d. Outside Plant Engineering - Design of Communications Ductbanks or outside plant communications cabling infrastructure more than 250 feet beyond the furthest face of the Project building(s), conduit proofing or documentation of existing underground communications ducts, their fill and remaining capacity for use by this Project.
 - e. Mass Notification/Mass Communications Systems: Emergency Alert Systems, Public Address, Intercom Systems, and/or Master Clock Systems.
 - f. Electronic Security and Safety Systems: Risk Assessment Study, Area of Refuge Assistance Systems, Campus Bluelight Telephone Systems.

and does not propose these services.

- 3.2 Services proposed by SFMI do not include the work of licensed Design Professionals, including but not limited to the work of a registered Architect, a Professional Mechanical, Structural or Electrical Engineer or a Surveyor. Provision of such services, where required by the Project, is the work of Others.
- 3.3 As a consequence of 3.2, SFMI does not anticipate provision of base site or building plans. Preparation of same is the work of Others, unless such provision of such work by SFMI is specifically indicated herein. Where SFMI provides documentation of existing conditions, it is understood that such work does not constitute Survey work and should not be relied upon for circumstances requiring same. Such work is performed to prepare Contract Documents appropriate to the scope of SFMI's effort and may not be accurate in gross dimension, orientation, construction materials and other areas peripheral to SFMI's scope. Moreover, such drawings represent information that is available to SFMI personnel from visual observation of the visible portions of existing conditions, review of available documentation, and/or discussions with

facility personnel and contractors. The CLIENT understands that this process is subject to error due to the unavailability of complete information, representation of design or as-built conditions that were not built as drawn or undocumented modifications since preparation of the drawings.

- 3.4 As a consequence of 3.2, SFMI is not responsible for the design or engineering of a method of means of support, suspension, attachment, fastening, bracing, restraint, etc (hereinafter "support"). Where the work of SFMI provides guidelines as to support, final engineering shall be provided by parties licensed to do so in the Project jurisdiction.
- 3.5 SFMI's Proposal does not anticipate that SFMI will prepare an Opinion of Probable Construction Costs for the work of it designs. Such services, if required will be provided as an Additional Service.
- 3.6 SFMI's Proposal does not anticipate that SFMI will prepare Bid Documents other than Technical Specifications as listed above and the related drawing set. Specifically, SFMI's proposal does not anticipate that SFMI will prepare Division 0 or Division 1 documents for the work SFMI has designed. Such work, if requested, will be proposed as Additional Services.
- 3.7 SFMI's Proposal assumes that the work of this Proposal will be bid as one package one time. SFMI's proposal does not anticipate preparation of multiple bid packages. Such work, if requested, will be proposed as Additional Services.
- 3.8 SFMI assumes no responsibility as to the method or means of construction employed in the provision of construction and/or systems designed by SFMI, nor for safety at the Project job site.
- 3.9 SFMI's Proposal does not anticipate preparation of Record Documents from Contractor As-BUILTS. Such services, if required will be provided as an Additional Service.
- 3.10 Services to the Project for a period beyond the Project duration outlined in 1.2 Project Schedule. Services provided beyond this point will be either provided at SFMI's then prevailing professional rate schedule or will be provided as an Additional Service.

CIVIL

Assumptions and Exclusions

We have made the following assumptions in the development of this proposal:

- Civil Engineering Scope Items: We have assumed that our civil engineering design is limited to grading, drainage, concrete pavements, concrete sidewalks, concrete curbs and gutters, asphalt pavement, traffic signing, traffic/parking striping, sanitary sewer, domestic and fire water, storm drainage and management, and erosion control. We have assumed that the project architect will be responsible for the overall site planning including parking counts, accessible routes of travel, and trash areas or other enclosures.
- Topographic Survey: We have assumed a design level topographic field survey will be provided by the Owner. The survey will include detailed spot elevations, underground utility lines (including inverts of gravity lines), property lines and easements.
- Site Utilities by Others: We have assumed that all electric, gas, communications, and lighting improvements will be coordinated, designed, and documented by the MEP consultant. We will show utilities by others on our Utility Plan for coordination purposes.
- Structural Details: We have assumed that the structural design and details for items such as reinforced concrete slabs, pads, vaults, structures, footings, ramps, stairs, or retaining walls will be provided by the structural engineer.
- Geotechnical Report: We have assumed that a geotechnical report for the project will be provided by others. At a minimum, this report should address the required paving structural sections,

earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration rates, and groundwater levels.

- Existing Utilities: We have assumed that the existing onsite and offsite utilities have adequate capacity to serve the proposed improvements and that utility system capacity studies are not required. We have assumed that existing utilities are adjacent to the proposed improvements and that extensive utility work away from the project site is not required.
- Agency Submittals: We have assumed that City permit processing, applications, and submittals will be provided by others.
- Meetings: We will attend coordination meetings as detailed in our proposal. We will also be available for telephone conference calls, as necessary. We have not included attendance at regularly scheduled coordination or construction meetings.
- No photovoltaic system design is included.
- No Phasing is assumed for this project.
- No LEED services are included.
- No Commissioning services are included.

ADDITIONAL SERVICES

In order to more accurately define our services, the following list contains items specifically excluded from our scope of services, and if required, will be considered additional services:

- Revisions to work or drawings that are substantially complete, provided that such revisions are not caused by the actions of BKF Engineers.
- Retention of outside consultants for services traditionally not covered by Civil Engineering site work including electrical, mechanical, lighting, structural (including structural design of retaining walls), hazardous materials, and environmental services. We assume that the Owner will provide these specialties.
- Any off-site utility capacity studies, extensions and/or improvements for storm drainage, sanitary sewer and domestic water utilities.
- Any on-site or off-site traffic or circulation studies.
- ~~Storm Water Pollution Prevention Plan (SWPPP)~~
- ~~We have assumed the total area of new improvements will not trigger the need~~
- ~~for stormwater treatment and compliance with the County's C.3 Provision.~~
- ~~Therefore we have excluded the preparation of a Storm Water Management~~
- ~~Plan. (See full proposal by BKF).~~
- Governmental processing of Environmental Assessments, Building Permits, Encroachment Permits and other permits required other than those specifically included. We have included within our service responses to plan check comments related to our work and have assumed that all City processing will be handled by the architect.
- Attendance at public hearings or community meetings associated with the project. Meeting time in excess of that outlined in the scope of services.
- Design of gas, electrical, street lighting and communications facilities.
- Traffic control or detour plans.
- Design of undergrounding of overhead utility lines and street lighting.

COST ESTIMATING

Assumptions and Exclusions

We have made the following assumptions in the development of this proposal:

- Provide (2) Estimates. A) 95% Preliminary Design; B) 90% Construction Documents.
- Estimate format is to be modified systems format unless specified otherwise.

END OF DOCUMENT

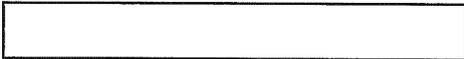
December 12, 2014

Patricia Alarcon
RATCLIFF ARCHITECTS
5856 Doyle Street
Berkeley, CA 94608

Re: Colma Town Hall
Colma, CA

Dear Patricia,

The purpose of this letter is to provide fees for mechanical engineering services involved in preparing drawings and specifications and providing construction administration services on the above referenced project. We have also included the preparation of the Title 24 Energy Compliance documentation and the preparation of a design/build fire sprinkler criteria specification for the fire sprinkler systems to serve this project.



Our fee for the mechanical engineering services described above is \$62,000.00.

The proposed payment schedule for our total fee of \$62,000.00 is as follows:

Schematic Design Phase:	\$ 9,300.00	Combined Preliminary Design Phase \$21,000
Design Development Phase:	\$ 12,400.00	
Construction Document Phase:	\$ 31,000.00	
Construction Administration Phase:	\$ 9,300.00	\$3,000
Total:	\$ 62,000.00	\$55,000

The fee listed above does not include our costs associated with expenses. Our expenses will be billed as follows for this project:

Out of house expenses will be billed at ~~cost plus 15%~~ This includes, but is not limited to, blueprint/copying services, messenger services and long distance telephone/fax.

In-house expenses will be billed at:

**NO MARK-UPS
PER CONTRACT**



AutoCad Plots, any size: \$15.00/plot.

Specification copies: \$0.15/page.

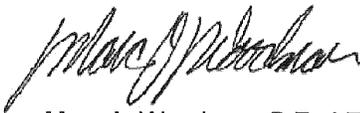
Deliveries: \$65.00/delivery.

Mileage: \$0.65/mile.

Our services on the HVAC systems are based on the use of a variable refrigerant flow (VRF) approach as has been discussed for this project. Our work on the plumbing systems includes plumbing work inside the building to 5'-0" outside the building. The plumbing piping systems included are sanitary sewer, vent, cold water, hot water, roof drainage, condensate and natural gas piping systems. We have not included any plumbing work in the enclosed parking garage. We have also not included design work relating to the fire sprinkler systems, as this is to be designed and constructed on a design/build basis. Finally, we have not included any services relating to commissioning or LEED services on this project.

Please provide written authorization if we are to proceed with the work on this project. If you have questions or comments, please do not hesitate to call or email. Thank you for allowing us to propose our services on this project.

Best Regards,



Marc A. Woodman, P.E., LEED AP®

MCCRACKEN & WOODMAN, INCORPORATED

MAW:mm

R:\Proposals\Proposals 2014\Ratcliff\Colma Town Hall\contr\2014.12.12.doc



ENGINEERS
SURVEYORS
PLANNERS

December 12, 2014
BKF No. 20130264

Ms. Patricia Alarcon
Ratcliff Architects
5856 Doyle Street
Emeryville, CA 94608

**Re: Colma Town Hall Renovation
Proposal for Civil Engineering Services**

Dear Patricia,

Per your request on December 10, 2014, BKF Engineers is pleased to offer this proposal for civil engineering services for the above referenced project. At this time, we have completed the feasibility report for the project. Our scope of work for this proposal is based on the conceptual plans in the feasibility report and includes services from schematic design through construction.

A detailed scope of work and fee estimate is provided in the attached Exhibits A and B. Services will be provided on a Fixed Fee basis.

Thank you for the opportunity to submit this proposal. We look forward to working with Ratcliff on another successful project.

Sincerely,
BKF Engineers

Brian Scott, P.E.
Associate/Project Manager

\\Bkf-rcl\vol4\MAIN\2013\130264\02 Contracts\A Contracts - Scope of Work - Addenda\20141212 Colma Town Hall Proposal.docx

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399



**ENGINEERS
SURVEYORS
PLANNERS**

EXHIBIT A – SCOPE OF SERVICES

1. PRELIMINARY DESIGN

This task includes the preparation of schematic level plans. During this phase, we will develop a preliminary grading and drainage plan, show building utility services and provide a layout of the stormwater treatment measures.

- a. Our deliverable for this phase will include a schematic Grading, Drainage and Utility Plan.
- b. We have budgeted time to attend one design team meeting during this phase.

2. CONSTRUCTION DOCUMENTS

This item includes the production of one set of onsite civil site improvement drawings and specifications. Our construction documents will be based on the Owner approved preliminary site plan. We have assumed a maximum of two plan submittals will be required for City approval. We will provide plans and specifications for the 50% and 100% construction document milestones.

- a. Improvement Plans

We anticipate our plan set will include the following drawings:

Demolition Plan

BKF will prepare a demolition plan showing the limits of site demolition including landscaping, pavement, curb and utility removal.

Grading, Drainage and Utility Plan

BKF will prepare a grading and drainage plan for the proposed site improvements. We will coordinate with the architect to set elevations for the building finish floor and accessible paths. We will provide a grading plan to construct ADA compliant parking stalls. We will also provide a signing and striping plan for the parking stalls and accessible route.

We will also show the building utility services for domestic water, fire water and sanitary sewer. We will coordinate with the MEP consultant to set the horizontal and vertical locations of the services. We will show the routing of the electric, gas and telephone services. The design of these utilities will be by others.

Stormwater Management Plan

This plan will show the stormwater treatment measures and their associated drainage areas.

Erosion Control Plan

We will prepare an erosion control plan and details that show how to control runoff and sediment during construction.



**ENGINEERS
SURVEYORS
PLANNERS**

Construction Details

BKF will prepare standard construction details for civil improvements shown on our plans.

- b. Stormwater Management Plan
San Mateo County requires projects that create or replace 10,000 sf of impervious surfaces to comply with the C.3 provision in the Municipal Regional Permit. Runoff from impervious surfaces must be treated prior to entering the public storm drain system. BKF will prepare a Stormwater Management Plan to document the design and sizing of the stormwater treatment measures.
- c. Technical Specifications
We will prepare technical specifications for civil work shown on our plans. Specifications will conform to the CSI MasterFormat 2004. We will prepare full specifications for the 50% and 100% CD milestones.
- d. Meetings
BKF will attend two design team meetings during this phase.

3. CONSTRUCTION SUPPORT

This item includes assistance and support during the construction period.

- a. BKF will review civil related submittals that are covered in our specifications. We assume the architect will be responsible for routing all submittals.
- b. BKF will respond to civil related RFIs. If needed, BKF will send a representative to the site to help answer an RFI.
- c. We will conduct two site visits during construction to review the general progress of the civil sitework.
- d. At your direction, BKF will perform a final site walk and prepare a punch list documenting the condition of the site. Action on the punch list items will be solely at the owner's discretion.
- e. BKF will prepare one set of record drawings based on "as-built" drawings provided by the contractor. We assume the contractor will be responsible for maintaining an "as-built" set of drawings during construction. Record drawings will be delivered in AutoCAD format.

REIMBURSABLE EXPENSES

We recommend budgeting 5% of our fees for reimbursable expenses that include printing fees and delivery or messenger fees. Reimbursable expenses will be billed on a cost plus 10% basis.

BILLING

Services will be billed on a Fixed Fee basis.

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399



**ENGINEERS
SURVEYORS
PLANNERS**

ASSUMPTIONS

The following assumptions have been made during the preparation of this proposal.

1. **Civil Engineering Scope Items:** We have assumed that our civil engineering design is limited to grading, drainage, concrete pavements, concrete sidewalks, concrete curbs and gutters, asphalt pavement, traffic signing, traffic/parking striping, sanitary sewer, domestic and fire water, storm drainage and management, and erosion control. We have assumed that the project architect will be responsible for the overall site planning including parking counts, accessible routes of travel, and trash areas or other enclosures.
2. **Topographic Survey:** We have assumed a design level topographic field survey will be provided by the Owner. The survey will include detailed spot elevations, underground utility lines (including inverts of gravity lines), property lines and easements.
3. **Site Utilities by Others:** We have assumed that all electric, gas, communications, and lighting improvements will be coordinated, designed, and documented by the MEP consultant. We will show utilities by others on our Utility Plan for coordination purposes.
4. **Structural Details:** We have assumed that the structural design and details for items such as reinforced concrete slabs, pads, vaults, structures, footings, ramps, stairs, or retaining walls will be provided by the structural engineer.
5. **Geotechnical Report:** We have assumed that a geotechnical report for the project will be provided by others. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration rates, and groundwater levels.
6. **Existing Utilities:** We have assumed that the existing onsite and offsite utilities have adequate capacity to serve the proposed improvements and that utility system capacity studies are not required. We have assumed that existing utilities are adjacent to the proposed improvements and that extensive utility work away from the project site is not required.
7. **Agency Submittals:** We have assumed that City permit processing, applications, and submittals will be provided by others.
8. **Meetings:** We will attend coordination meetings as detailed in our proposal. We will also be available for telephone conference calls, as necessary. We have not included attendance at regularly scheduled coordination or construction meetings.

ADDITIONAL SERVICES

In order to more accurately define our services, the following list contains items specifically excluded from our scope of services, and if required, will be considered additional services.

1. Revisions to work or drawings that are substantially complete, provided that such revisions are not caused by the actions of BKF Engineers.

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399



**ENGINEERS
SURVEYORS
PLANNERS**

Colma Town Hall
Proposal for Civil Engineering Services

2. Retention of outside consultants for services traditionally not covered by Civil Engineering site work including electrical, mechanical, lighting, structural (including structural design of retaining walls), hazardous materials, and environmental services. We assume that the Owner will provide these specialties.
3. Any off-site utility capacity studies, extensions and/or improvements for storm drainage, sanitary sewer and domestic water utilities.
4. Any on-site or off-site traffic or circulation studies.
- ~~5. Storm Water Pollution Prevention Plan (SWPPP)~~
- ~~6. We have assumed the total area of new improvements will not trigger the need for stormwater treatment and compliance with the County's C.3 Provision. Therefore we have excluded the preparation of a Storm Water Management Plan.~~
7. Governmental processing of Environmental Assessments, Building Permits, Encroachment Permits and other permits required other than those specifically included. We have included within our service responses to plan check comments related to our work and have assumed that all City processing will be handled by the architect.
8. Attendance at public hearings or community meetings associated with the project. Meeting time in excess of that outlined in the scope of services.
9. Design of gas, electrical, street lighting and communications facilities.
10. Traffic control or detour plans.
11. Design of undergrounding of overhead utility lines and street lighting.

See scope listed
on page 1 of 5 of
this proposal.



ENGINEERS
SURVEYORS
PLANNERS

Colma Town Hall
Proposal for Civil Engineering Services

EXHIBIT B – FEE ESTIMATE

Task	Fee Range
1. Preliminary Design	\$5,000 4,500
2. Construction Documents	\$18,000 16,500
3. Construction Support	\$6,000 5,000
Fee Total	\$29,000 26,000
Reimbursable Expenses	\$1,500

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399



PROFESSIONAL PERSONNEL SERVICE FEES
 JANUARY 1, 2015 - DECEMBER 31, 2015

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
ENGINEERING	
Associate	\$187.00
Project Manager	\$177.00 - \$183.00
Engineer IV	\$164.00
Engineer I, II, III	\$115.00 - \$133.00 - \$151.00
PLANNING	
Planner I, II, III	\$115.00 - \$133.00 - \$151.00
SURVEYING	
Associate	\$187.00
Project Manager	\$177.00-\$183.00
Surveyor I, II, III, IV	\$115.00 - \$133.00 - \$151.00 - \$164.00
Survey Party Chief	\$153.00
Survey Chainman	\$99.00
Apprentice I, II, III, IV	\$61.00 - \$81.00 - \$89.00 - \$95.00
Instrumentman	\$128.00
DESIGN AND DRAFTING	
Technician I, II, III	\$112.00 - \$118.00 - \$130.00
Drafter I, II, III, IV	\$87.00 - \$96.00 - \$104.00 - \$114.00
Student Engineer/Surveyor	\$61.00
CONSTRUCTION ADMINISTRATION/QSP-QSD/INSPECTION	
Senior Construction Administrator	\$173.00
Resident Engineer	\$128.00
Field Engineer I, II, III	\$115.00 - \$133.00 - \$151.00
SERVICES AND EXPENSES	
Project Assistant	\$72.00
Clerical/Administrative Assistant	\$61.00

Principals' time on projects is chargeable at \$215.00- \$236.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at ~~cost plus 10%~~. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts.

Expert witness/litigation rates are available upon request

NO MARK-UPS
PER CONTRACT



San Francisco
Los Angeles
Oakland
San Diego
Seattle

December 16, 2014

Patricia Alarcon, AIA
Ratcliff Architects
5856 Doyle Street
Emeryville, California 94608

**Reference: Structural Engineering Services for the
Colma Town Hall Seismic Retrofit & Expansion
Colma, California
[Degenkolb Job Number: B4498002.00]**

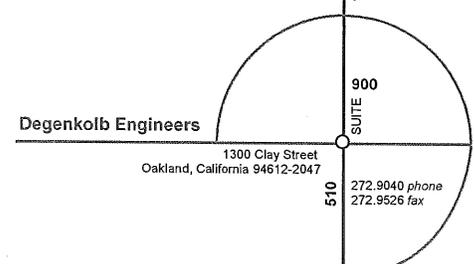
Dear Patricia:

We are pleased to present this proposal for structural engineering services for Colma Town Hall. Currently the Town Hall site includes the original historic 1940's Spanish-Mediterranean style building and the 1985 Addition. The feasibility study concluded that the 1985 addition will be demolished, the original historic building will undergo a voluntary seismic retrofit with some remodeling and a new two-story building will be constructed with subterranean parking at the lower level and offices and meeting space on the main level. The new structure will be located immediately to the west of the existing building and will be seismically separate. This proposal is based on the December 10, 2014 Pricing Set

Design Criteria

We propose to voluntarily retrofit the existing historic building to improve seismic performance. In the feasibility study we evaluated multiple rehabilitation objectives ranging from "collapse prevention" to "life-safety" to "immediate occupancy". Given the historic features of the building and the limited project budget, the Town has targeted a Limited Rehabilitation Objective as defined in *ASCE 41-13 Seismic Rehabilitation of Existing Buildings*. The rehabilitation will comply with the following:

- The rehabilitation measures shall not result in a reduction in performance of the existing building;
- The rehabilitation measures shall not create a new structural irregularity or make an existing structural irregularity more severe;
- The rehabilitation measures shall not result in an increase in the seismic forces to any component that is deficient in capacity to resist such forces; and
- All new or rehabilitated structural components shall be detailed and connected to the existing structure in compliance with *ASCE 41* standards.





December 16, 2014

Page 2

If the Town is amenable, we could use the State Historic Building Code in lieu of ASCE 41 for the retrofit of the existing building. For both criteria options we proposed to address the seismic deficiencies identified in our seismic evaluation only. A complete building analysis will not be performed.

The new building will comply with the current 2013 California Building Code.

Scope of Services

We will provide the analysis, design, consultation, preparation of construction documents, and construction administration for the completion of the project. This will include the following:

Preliminary Design Phase (2.5months):

- Evaluate structural conditions dependent on site conditions, and assist in setting scope of work for geotechnical consultant and review recommendations
- Finalize major structural framing systems for the building including gravity, seismic, and wind considerations.
- Finalize major structural retrofit elements.
- Identify pre-engineered structural elements, if any.
- Participate in one kick off meeting with the Town and two design team meetings.
- Deliver draft specifications of structural sections.
- Deliver Preliminary Design drawings in Revit format at 50% and 100% including basic floor plans, roof framing plans, foundation plans, elevations, sections and basic details.
- Review and comment on the structural portion of the cost estimate.

Construction Documents (3 months):

- Complete the structural design.
- Provide and coordinate structure to accommodate pre-fabricated elements and attachment by design-build suppliers such as stair systems, cladding, window walls, davits, elevators, etc.
- Specify structural criteria for design-build and prefabricated systems.
- Review and markup as required, ceilings, partitions, casework, and other architectural items to be shown on the architectural drawings.



December 16, 2014

Page 3

- Provide review of proposed details for anchorage and/or isolation of nonstructural MEP items such as mechanical equipment, lighting, and electrical equipment. We have assumed national standards will be specified for the anchorage of pipes, ducts and conduits and have not included the design of such items.
- Design structural elements of the site work design such as the wood entry trellis, a new concrete retaining wall to the north of the existing historic building, new concrete ramps, stairs and planters at the entry to the historic building, foundations for light poles and modifications to the existing trash/generator enclosure.
- Attend two project coordination meetings.
- Provide electronic Progress Set submittals for coordination with the team.
- Deliver final technical specifications sections in WORD format. We will also review and provide comments to other disciplines sections.
- Deliver construction documents in Revit format at 50%, and 100%. The 100% set will be stamped and signed for submittal to the Town. Demolition drawings are excluded.

Plan Check/Permit Phase (3 weeks, concurrent with end of CD's):

- Respond to plan-check review comments in writing.
- Prepare addenda as required to the construction documents.

Bid Phase (4 weeks):

- Respond to structural related contractor questions on the bid documents.

Construction Administration Phase (12 months):

Per the request of the client we will provide limited construction administration services as outlined below.

- Provide site visits for construction observation as required by the CBC. The purpose of the visits will not be inspection but will be for observing general conformance with the construction documents and the intent of the design. We have allowed for a total of 4 site visits (foundation rebar, basement walls, framing erection, miscellaneous).
- Issue written site visit reports.
- Review testing laboratory results related to structural testing and inspections.



December 16, 2014

Page 4

- Review contractor's structurally related submittals limited to a single submittal for each item, no resubmittals. Should resubmittals be required, we can review these on a time and materials basis.
- Respond to Request for Information (RFIs) and Clarifications, and assist in the interpretation of the structural construction drawings. We will not be responding to RFI's that request substitutions of products or changes to the design details for convenience of the contractor.

Assumptions

We have made the following assumptions in the development of this proposal:

- No building additions such that seismic demand to any existing structural element is increased by more than 10%.
- Electronic backgrounds for the buildings will be provided to us. We will be using Autodesk Revit. We will be providing traditional 2D documents for the project milestone deliverables.
- The entire project will be designed, reviewed and constructed under one set of documents and permit.
- Should hidden conditions of existing conditions be uncovered during construction that requires changes to the details prepared, we will request additional fee to address these changes.
- Design or field observations of shoring and bracing for excavations and building, or underpinning of adjacent structures.
- Record drawings will be not be prepared at the conclusion of construction.

Project Schedule

A preliminary schedule has been provided as follows:

<i>Phase</i>	<i>Date Range</i>
Preliminary Design	Mid-January 2015 – March 2015
Construction Documents	April 2015 – June 2015
Bidding	July 2015
Construction	August 2015 – July 2016



December 16, 2014

Page 5

Compensation

We propose to provide our services on a lumped sum basis as follows:

Phase	Professional Fee
Preliminary Design	\$33,000
Construction Documents (Including Plan Check)	\$60,000
Bid & Construction Phase Services	<u>\$22,000</u>
TOTALS:	\$115,000

We understand that the terms and conditions of our services will be governed by your agreement with the Town of Colma. Prior to finalizing a subconsultant contract with your office, we propose our services for this project in accordance with the attached *Structural Engineering Services, General Conditions and Compensation*.

If this proposal is acceptable, kindly indicate your acceptance below, and return the signed document to our office. Should this proposal not be fully consistent with your expectations, we would appreciate the opportunity to discuss it with you and refine the scope of work to better suit your needs.



December 16, 2014
Page 6

We sincerely appreciate the opportunity to provide our services on this project. Thank you.

Very truly yours,

DEGENKOLB ENGINEERS

A handwritten signature in cursive script, appearing to read "Holly J. Razzano".

Holly J. Razzano
Principal

A handwritten signature in cursive script, appearing to read "James O. Malley".

James O. Malley
Senior Principal

ACCEPTED:

Ratcliff Architects

BY:

DATE:

PURCHASE ORDER OR
REFERENCE NUMBER:

This proposal is valid for 60 days. Please advise us immediately if an extension is necessary.



STRUCTURAL ENGINEERING SERVICES General Conditions and Compensation

Structural engineering services include structural designs, consulting, evaluations, research, and preparation of reports. The scope of these services is defined in the Letter of Agreement for each project. For new building design projects, our basic services are further outlined in the document entitled *Supplement A, Structural Engineering Design Services—Scope of Services*.

GENERAL CONDITIONS

1. Instruments of Service

All reports, plans, specifications, field data, calculations, tracings, hand or computer-generated drawings, special masters, and other documents, including all documents and files on electronic media, prepared by Degenkolb pursuant to this Agreement are instruments of professional service intended for one-time use in conjunction with the Project. They are and shall remain the property of Degenkolb. Any modification or reuse without the written approval by Degenkolb is prohibited.

2. Standard of Care

Degenkolb services are performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. No warranty or representation, either expressed or implied, is included or intended in Degenkolb's proposals, contracts, designs, documents, opinions, or reports. Degenkolb shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations and laws in effect as of the date of execution of this Agreement.

3. Defects in Service

The Client shall promptly report to Degenkolb any defects or suspected defects in Degenkolb's work or services of which the Client becomes aware, so that Degenkolb may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all Contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's Contractors or subcontractors to notify Degenkolb, shall relieve Degenkolb of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

4. Opinions of Probable Construction Cost

Degenkolb's opinions of probable construction costs represent Degenkolb's best judgment as professionals generally familiar with the construction industry. However, since Degenkolb has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market or negotiating conditions, Degenkolb cannot and does not warrant or represent that proposals, bids or actual construction cost will not vary from provided opinions of probable construction cost. Degenkolb will consider design work required to align Contractor bid prices with the Client's Project budget as extra services.

5. Betterment

If, due to Degenkolb's error, any required item or component of the Project is omitted from Degenkolb's construction documents, Degenkolb shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Degenkolb be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

6. Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both the Client and Degenkolb, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Degenkolb's total liability to the Client, and anyone claiming by, under, or through the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this Agreement and the performance thereunder, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of compensation paid to Degenkolb under this Agreement (whichever is greater). Such claims and causes include, but are not limited to Degenkolb's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Further, the Client agrees to notify any Contractor or sub-contractor who may perform work in connection with any design, report, or study prepared by Degenkolb of such limitation of liability for design defects, errors, omissions or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against Degenkolb.

In the event that Client does not agree to limit Degenkolb's liability to this sum, Degenkolb shall waive this limitation upon the Client's request provided that (1) the Client pays an additional consideration of 5% of Degenkolb's total fee or \$500, whichever is greater, and (2) at least \$500 of such payment is paid within 30 days of the Degenkolb proposal or the day Degenkolb commences performance of services, whichever is later.

In the event the Client makes a claim against Degenkolb, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by Degenkolb in defending itself against the claim.



7. Indemnification

The Client waives any claim against Degenkolb, and shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with Degenkolb's services under this Agreement, except where such claim or liability is caused by the sole negligence or willful misconduct of Degenkolb.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by Degenkolb's sole or gross negligence or Degenkolb's willful misconduct.

8. Information Provided by Client

Degenkolb shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Degenkolb such information as is available to the Client and the Client's consultants and contractors, and Degenkolb shall be entitled to rely upon the accuracy and the completeness thereof.

The Client recognizes that it is impossible for Degenkolb to assure the accuracy of such information, either because it is impossible to verify, because of defects in or unknown changes to the original or subsequent construction, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with errors, omissions or inaccuracies in documents or other information provided by the Client to Degenkolb.

9. Hidden Conditions

When advised or requested by Degenkolb, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Client shall pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.

If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Degenkolb has no knowledge that such a condition exists, the Client shall be responsible for all risks associated with this condition, and Degenkolb shall not be responsible for the existing condition, nor any resulting damages to persons or property.

10. Additional Services

Unless otherwise provided for elsewhere in the Agreement, where services beyond those agreed upon by Degenkolb are required or desired, and such additional services are not caused by Degenkolb's negligence, Degenkolb and Client agree to negotiate in good faith the terms upon which such additional services are to be provided. Degenkolb has no obligation to perform such additional services in the absence of an agreement related thereto.

11. Toxic and Hazardous Substances

Degenkolb and its subconsultants and agents shall have no responsibility for the discovery, presence, handling, removal of or exposure of persons to hazardous materials in any form at the Project site including, but not limited to asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances.

In the event that Degenkolb or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Degenkolb's services, Degenkolb may, at its option and without liability for consequential or any other damages, suspend services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the presence, discharge, release or escape of asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances at or in the vicinity of the job site.

12. Peer Review Services

Where the Client employs Degenkolb for peer review services, it shall not be construed that Degenkolb, through such services, is supplanting or joining with the Structural Engineer of Record in his or her professional responsibility for the design of the structural portion of the Project under review.



Project peer review services performed by Degenkolb are not to be interpreted as a check of any nonstructural provisions of the applicable building code or codes. They are not a check of general requirements, such as Use Group or Type of Construction, a check of life-safety or fire protection requirements or a check of any code provisions, other than those concerning the stability and integrity of the primary structural system. No attempt will be made to verify dimensions, except to the extent necessary to review the adequacy of a particular structural component.

13. Job Site Safety

Neither the professional activities of Degenkolb, nor the presence of Degenkolb's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and any health or safety precautions required by any regulatory agencies.

Degenkolb shall have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

The Client also agrees that Degenkolb and Degenkolb's subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy. Furthermore, such insurance obtained by the General Contractor for the benefit of Degenkolb shall be primary to any other insurance purchased by Degenkolb. The obligation to indemnify is independent of the General Contractor's obligation to obtain insurance for the benefit of Degenkolb.

14. Right of Entry

The Client shall provide for Degenkolb's right to enter the property owned by the Client and/or others in order for Degenkolb to fulfill the Scope of Services included hereunder.

15. Project Representatives

The Client shall designate representatives who are authorized to make all decisions on the Client's behalf. The Client shall furnish a revised listing to Degenkolb when any changes affecting this listing are made.

16. Delays

Degenkolb is not responsible for delays caused by factors beyond the firm's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Degenkolb's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Degenkolb's reasonable control occur, the Client agrees that Degenkolb is not responsible for damages, nor shall Degenkolb be deemed to be in default of this Agreement.

17. Assignment and Subconsultants

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph, however, shall prevent Degenkolb from employing such independent consultants, associates, subcontractors and subconsultants (collectively 'subconsultants') as Degenkolb, in its sole discretion, may deem appropriate to assist in the performance of services hereunder. Degenkolb shall be responsible for appropriately paying its subconsultants and Degenkolb may bill Client (subject to any agreed upon limits) for the services performed by Degenkolb's subconsultants at the rates billed for services performed by Degenkolb employees performing similar services on this or other projects.

18. Dispute Resolution

In an effort to resolve any conflicts that arise during or following the completion of the Project, Degenkolb and Client agree that, prior to any litigation, all claims, counterclaims, disputes and other matters in question between the parties hereto, arising out of or relating to this Agreement or breach thereof, will be submitted to non-binding mediation under the auspices of a mutually agreeable mediation unless the parties mutually agree otherwise. Client and Degenkolb further agree to include the foregoing provision in any and all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise include said provisions in any and all Agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

19. Termination of Services

This Agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Degenkolb for all services rendered to the date of termination, including all reimbursable expenses, and termination expenses.



20. Transfer of Electronic Files

Unless the parties to this Agreement agree otherwise, the following terms shall apply to instances where Degenkolb electronically transfers files (e.g., via the internet; via compact disk, through an FTP site, etc) to the Client or on behalf of the Client: These files are not contract documents and may be subject to manipulation beyond the control of Degenkolb. Therefore, Degenkolb cannot verify that the files accurately or completely reflect actual construction or field conditions. In the event that a conflict arises between the signed/certified contract documents prepared by Degenkolb and the electronic files, the signed/certified contract documents shall govern. Client is responsible to determine if any conflicts exist. Any modification of the electronic files, or reuse on another project, by or through Client will be at the Client's sole risk and without liability or legal exposure to Degenkolb.

21. Third Party Beneficiaries

This Agreement is solely for the benefit of Degenkolb and Client and not for any other person or entity. To the extent that any other person or entity, including but not limited to the General Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by Degenkolb pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Degenkolb or Client.

22. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any claim or controversy arising out of or in any way related to this Agreement or the performance thereunder shall be litigated in a court of competent jurisdiction in the State of California.

23. Miscellaneous

If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and be enforced.

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted.

The titles used in this Agreement are for general reference only and are not part of the Agreement.

COMPENSATION

NO MARK-UPS
PER CONTRACT

Compensation for engineering services shall be adequate to permit the proper fulfillment of Degenkolb's obligation to the Client and to the public. Unless stated otherwise in the Letter of agreement between Degenkolb and the Client, the compensation for our services will be billed to the Client on an hourly basis for each employee's time in accordance with the attached schedule of hourly rates. Our hourly rate schedule is subject to change upon notification. Time spent in traveling, when in the interest of the Project, will be charged to the Client. Direct non-salary expenses (reimbursable expenses) will be charged in addition to the hourly charges at cost, ~~plus 10%~~.

Reimbursable expenses include, but are not limited to: (1) Travel and subsistence when away from the home office on Project business. (2) Identifiable communication expenses and postage other than for general correspondence. (3) Plan check, permit and inspection fees required by governing bodies. (4) Photographic services. (5) Identifiable printing and reproduction costs applicable to the Project. (6) Subcontracted services.

PAYMENTS ON ACCOUNT

Invoices will be prepared in accordance with Degenkolb's standard invoicing practices and will be submitted to Client, at Degenkolb's option, either upon completion of any phase or on a monthly basis. Invoices are due and payable on receipt.

Unpaid Invoices: If Client fails to make any payment due Degenkolb for services and expenses within thirty days after receipt of Degenkolb's invoice therefor, the amounts due Degenkolb will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, Degenkolb may, after giving seven days written notice to Client, suspend services (which may include but is not limited to the withholding of all work product and instruments of service) under this Agreement until Degenkolb has been paid in full all amounts due for services, expenses and charges. Degenkolb shall have no liability to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only the portion so contested may be withheld from payment, and the undisputed portion will be paid. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

Any inquiry or question concerning the substance or content of an invoice shall be submitted to Degenkolb in writing within ten days of receipt of the invoice. A failure to notify Degenkolb within this period shall constitute an acknowledgment that the service has been provided.



Payment upon Termination: In the event of termination, the Client shall pay Degenkolb for all services rendered by Degenkolb and Degenkolb's subconsultants through the date of termination, including all reimbursable expenses and termination expenses.



The following Degenkolb Engineers' personnel are licensed by the
 California Board for Professional Engineers and Land Surveyors
 (Effective August 18, 2014)

<i>Employee</i>	<i>California CE License #</i>	<i>California SE License #</i>	<i>Employee</i>	<i>California CE License #</i>	<i>California SE License #</i>
Allen, Michael G.	65045	5414	Johnston, Laurie K.	57348	4522
Ash, Cale R.	68913	5305	Kalsi, Kamalprett	77500	+
Bansal, Anuj	53916	4583	Liu, James	63776	4935
Barnard, Matthew P.	65063	5087	Love, Jay	35034	2806
Bartoletti, Stacy J.	53922	4293	Low, Wayne A.	55830	4463
Basualdo, Laura	80026	-	Malley, James O.	38451	3044
Bindrich, Bryan	77850	-	Maloney, Peter	82044	-
Bonneville, David R.	27717	2355	Martin, David	82111	-
Braund, Michael	71576	5569	Miller, David	81567	-
Callister, Jeremy	72779	5646	Mitchell, Carrie E.	57853	4558
Celestino, Alvaro	71948	5580	Mora, Christopher	67584	5225
Chang, Joanna	78388	-	Nacamuli, Adrian	62486	4857
Chen, Yu-Ning	73279	5706	Nelson, Timothy A.	75415	5878
Chu, Alex	82119	-	Parra, Roger	57543	4510
Chung, Ngai Chi	79275	-	Pekelnicky, Robert G.	64989	5083
Closs, Chad	75942	5946	Pugliesi, Raymond S.	48086	3968
Dal Pino, John A.	36332	3114	Razzano, Holly J.	49972	4107
Dashtpeyma, Abdoreza	77726	.	Roberts, Alan	80316	.
Davis, Chris	77645	.	Roi, Jeffrey S.	73953	5849
Fougner, Lucie	67787	5262	Scott, Andrew	61655	4809
Franco, Richard	58940	4886	Sommer, David	79475	.
Gonzalez, David	64200	5111	Steuck, Kyle	76269	5965
Graff, Robert M.	65047	5113	Tsui, Bing Yi (‘Yvonne’)	80691	.
Gross, Jennifer	72755	5724	Tran, Alfred	80055	.
Gross, L. Shane	65340	5128	Vickery, Melissa	79100	.
Hachem, Mahmoud	63201	4933	Weyl, Laura	80867	.
Hagen, Garrett	82112	-	Williams, David	79469	.
Halle, Jom E.	47347	3933	Wong, Charlotte	80002	.
Hays, Erica	80692	.	Wray, Gordon	68548	5273
Hill, Paige	80302	.	Wyllie, Loring A.	17179	1648
Hohener, Sandy	78559	.	Zepeda, Daniel	68493	5260
Hugo-Holman, Adam	75002	5943			
Johnston, Kirk	59031	4705			



O'MAHONY & MYER
ELECTRICAL ENGINEERING & LIGHTING DESIGN

San Rafael, California
Pacific Harbour, Fiji

December 16, 2014

Brian O'Mahony
Jan P. Myer
Paul Carey
Pieter Colenbrander
Galway O'Mahony
David Orgish

Ratcliff
5856 Doyle Street
Emeryville, CA 94608
Attn: Patricia Alarcon

Re: Colma Town Hall
Electrical Engineering Services
PD through CA Phase Services



Dear Patricia,

Here is our proposed scope of work and fees for the Colma Town Hall project. This is based on O'Mahony & Myer providing Electrical, Lighting, and Fire Alarm design services. We would not be providing Telecom, Security, or AV related services, which SFMI would provide:

Following is our proposed Scope of Work and Assumptions:

1. Design phases to include Preliminary Design (PD), CD, BID, and CA phases.
2. Includes all electrical design services and coordination with mechanical, plumbing, architectural, landscape, structural, and Telecom / Security / AV as required.
3. Assumes an emergency electric generator will be required for the project. This is included in our design scope.
4. Assumes a PV system will not be required for the project. This is currently excluded from our design scope.
5. Includes all lighting design services (interior and site exterior), coordinated with Ratcliff and the City for architectural style and function.
6. Includes all lighting controls design to meet the new 2013 Title 24 requirements.
7. Includes lighting Title 24 calculations and documentation for interior and exterior lighting.
8. Includes Fire Alarm system design.
9. Includes design and specification of all code required EM lighting and exit signs throughout the project (to CBC requirements).

10. Includes limited CA Phase services to include electrical submittal reviews and maximum of (2) site reviews with punch list, during the project. We can also include limited RFI responses, but if and when we reach the limit of the CA phase fee, we may have to negotiate for additional hourly services as required.
11. Assumes cost estimates by others. We review electrical / lighting / fire alarm portions accordingly.
12. Includes Division 26 and 28 specs in CSI format.
13. Assumes no special phasing design is required for the project. Phasing can often significantly impact the electrical and signal infrastructure systems and would require an additional fee component to address special phasing.
14. Excludes LEED related specialty design and/or documentation, system commissioning, or preparation of electrical commissioning specifications.
15. Assumes that all official progress printings (all disciplines) will be provided by Ratcliff as hard copies for our use in coordinating the design and for record sets. We can print/plot our own sets in-house if a single electronic set in PDF format is provided (with all disciplines), with printing costs allowable as a reimbursable.
16. Reimbursables (direct costs for printing and delivery services) would be billed at cost, in addition to the phase fees listed below.

Our proposed fixed fees (by phase) for this project are:

PD Phase	\$ 34,200
CD Phase	\$ 40,900
Bid Phase	\$ 1,900
CA Phase	<u>\$ 10,000</u>
Total:	\$ 87,000

Thank you for including O'Mahony & Myer on the project team. If you have any questions or comments, please do not hesitate to call.

Sincerely,



Pieter Colenbrander, P.E.
O'MAHONY & MYER



PROPOSAL/CONTRACT

DATE: December 11, 2014

Smith, Fause & McDonald, Inc. ("SFMI"), a California corporation, of 351 8th Street, San Francisco, California 94103, submits the following Proposal/Contract ("Proposal") to Ratcliff Architects ("CLIENT") a California General Partnership of 5856 Doyle Street, Emeryville, CA 94608 (CLIENT address) provide the services described below:

Project Name ("Project")	Town Hall Renovation - Design thru CA
Project Owner ("Owner")	Town of Colma
Project City	Town of Colma, California
SFMI Proposed Scope	Comm Infrastructure, Audiovisual Systems. Electronic Security Systems and Acoustics
SFMI Project Number	2000806B

This Proposal shall remain open until June 09, 2015 unless revoked or extended in writing by SFMI. Upon the CLIENT's execution, the terms and conditions of this Proposal shall form the contract between the Client and SFMI.

ARTICLE 1 - BASIS OF PROPOSAL

1.1 Documents of Record. This Proposal is based on:

- a. SFMI prior work of the Condition Assessment of the existing Town Hall as part of this Design Team.
- b. Request for proposal (RFP) received by SFMI on December 10, 2014 from Patricia Alarcon via e-mail. Documents provided with the RFP included a copy of the project plans dated December 10, 2014 received as PDF files and a draft schedule.

1.2 Project Schedule.

- a. SFMI understands the Project to currently be in the Schematic Design Phase.
- b. SFMI is prepared to proceed upon receipt of an executed copy of this Proposal/Agreement.
- c. SFMI's Proposal assumes that the design phase of this project will be completed within 6 months of receipt of authorization to proceed, or per the Project Schedule, whichever is sooner. SFMI's Proposal further assumes that the overall project, including Commissioning/Final Completion Checkout will be completed within 20 months of receipt of authorization to proceed, or per the Project Schedule, whichever is sooner.

1.3 Summary Description of Technical Services/Systems.

- a. SFMI understands that design services are required in the areas of:
 1. Acoustical Engineering
 - a) Room Acoustics
 - b) Interior Sound Isolation
 2. Audiovisual Systems
 3. Communications Engineering
 - a) Structured Cabling Infrastructure
 - b) Broadband Video Distribution Systems

4. Electronic Security Systems
 - b. The Scope of Services proposed for these areas is identified in Article 2. Fees and expenses for these services are presented in Article 4.
- 1.4 Submittals/Deliverables
- a. SFMI assumes that a narrative submittal is required at 100% Schematic Design, and that drawing and spec submittals are required at 100% Design Development, 50% Contract Documents, 95% Contract Documents and 100% Contract Documents.

ARTICLE 2 - BASIC SCOPE OF SERVICES

2.1 Room Acoustics

- a. Review Project Program and Preliminary Design Documents.
- b. For each occupied area, recommend appropriate acoustical criteria such as ambient noise (noise criteria) level, reverberation times and the requirements for acoustically reflective, absorptive and/or scattering surfaces to enhance the subjective and objective acoustical performance of the rooms. Submit a schedule of recommended ambient noise levels, and for public spaces, a schedule of recommended reverberation times.
- c. For public spaces, provide analysis of reverberation times for various conditions of occupancy and various options of deployment of materials. Where appropriate, provide analysis using 3-D computer aided modeling tools.
- d. Provide recommendations for realizing criteria established above. Such recommendations would include generally, interior shapes, finish materials, layout, etc. Provide schematic sketches, details, reports and catalog cuts at up to two design increments to support the Client's design of the space.
- e. Provide draft specifications for acoustic materials for use by CLIENT'S specification writer.
- f. Review Contract Documents for incorporation by others of Room Acoustics requirements and coordination. Review set at 50% CD, 90% CD and 100% CD intervals prior to bid issue. Issue written review comments by memo and/or email and discuss findings by telephone with the Project Architect.

2.2 Interior Sound Isolation

- a. Coordinate with the CLIENT and Owner to establish and quantify the Owner's expectation for sound isolation, including intrusion of building system noise in to occupied spaces and acoustic conflict of simultaneous events in adjacent rooms or spaces.
- b. Coordinate CLIENT and Owner input with interior ambient noise levels recommended under the Room Acoustics scope herein. Adjust as required.
- c. Provide recommendations for interior sound isolation assemblies, including sound isolation doors, walls, windows, floor/ceiling assemblies and sealing methods at flanking paths, which if implemented will comply with recommended interior noise levels. Recommendations will be in the form of concept sketches, draft specifications and written reports at up to three design increments. Preparation of detailed bid form Contract Drawings and Specifications is not anticipated as a requirement of this Scope.
- d. Review Contract Documents for incorporation by others of Interior Sound Isolation requirements and coordination. Review set at 50% CD, 90% CD and 100% CD intervals prior to bid issue. Issue review comments by memo and/or email and discuss findings by telephone with the Project Architect.

2.3 Mechanical System Noise and Vibration Control

- a. Review interior ambient noise criteria recommended under the Room Acoustics scope herein.
- b. Review preliminary HVAC/plumbing systems.
- c. Provide design guidelines to the CLIENT for use by the Project Mechanical Engineer for noise control procedures to incorporate into the mechanical system design.
- d. Recommend constructions so as to isolate the project areas as designated elsewhere herein from HVAC noise sources.
- e. Provide schematic sketches of typical details.
- f. Provide catalog cuts for review.
- g. Provide draft specifications to CLIENT for coordination.
- h. Coordinate criteria and recommendations as above with CLIENT's Mechanical Engineer and Electrical Engineer so as not to compromise architectural noise isolating assemblies (wall, floors, ceiling shafts, etc.).

- i. At approximately 80% completion of Contract Documents for Mechanical Systems, conduct analysis of up to two mechanical configurations/design alternates of airborne noise due to mechanical system using ASHRAE procedure. Provide detailed recommendations for system revisions as reasonably required to bring system into conformance with interior ambient noise criteria.
 - j. Prepare Sections 22 05 48 Vibration and Seismic Controls for Plumbing Piping and Equipment, 23 05 48 Vibration and Seismic Controls for HVAC Piping and Equipment, 23 33 19 Duct Silencers and 26 05 48 Vibration and Seismic Controls for Electrical Systems specifications in project format for inclusion in Contract Documents.
 - k. Review pertinent Contract Documents for incorporation by others of Mechanical System Noise and Vibration Control requirements and coordination. Review set at 50% CD, 90% CD and 100% CD intervals prior to bid issue. Issue review comments by memo and/or email and discuss findings by telephone with the Project Architect.
- 2.4 Audio-visual System Design
- a. Meet jointly with the Client and Owner to review existing/proposed facility and receive criteria from Owner for function of Project Audio-visual System(s). SFMI to identify image sizes appropriate to each room size, configuration and use based on the criteria outlined by the Owner for the use of the system(s). Based on the information available to-date, SFMI assumes design of audio-visual systems for the following spaces:
 - 1. Council Chamber
 - 2. Conference Room
 - b. Provide information to CLIENT on aspects of Audio-visual Systems impact on architectural design, including AV Systems equipment casework/credenza/room/control room requirements (size, location, adjacencies) screen location sizes and items in public view. Provide catalog cuts for review.
 - c. Coordinate with CLIENT and other Design Team members as to requirements for Audio-visual Systems to be incorporated in Documents by other disciplines, including at least:
 - 1. Architectural:
 - a) Council Dais, Presentation Podium: Equipment enclosure, control and A/V input requirements.
 - b) Projection Screen integration with reflected ceiling and wall elevations.
 - 2. Structural: Hanging, support and restraint provisions.
 - 3. Electrical: AC main power, grounding, power conditioning,
 - 4. Lighting Design: Requirements for ambient/glare lighting control in vicinity of screens and in large public spaces.
 - d. Provide criteria sketches for use by other disciplines of the Project Design Team.
 - e. Prepare Audio-visual/Video Projection system subcontract drawings in Project standard format including at least:
 - 1. Title/ Legend Sheet
 - 2. Conduit, Wiring and Device floor plans, RCP's and elevations of major public spaces.
 - 3. System Functional Diagrams
 - 4. Screen and Projector Section Views
 - 5. Equipment Rack Elevations
 - 6. Wiring Details
 - 7. Receptacle Panel Details
 - f. Provide specification Section 27 41 16 - Integrated Audio-Video Systems and Equipment in project standard format.
 - g. Review pertinent Contract Documents for incorporation by others of Audio-visual support requirements and coordination. Review at Progress Set intervals and prior to bid issue. Issue review memo/e-mail.
- 2.5 Broadband Video Distribution Systems
- a. Establish functional criteria jointly with CLIENT and Owner for scope and extent of required Broadband Video Distribution Systems (MATV/CATV Distribution Systems).
 - 1. SFMI and Owner to jointly determine the availability of terrestrial CATV signal delivery to the facility.
 - 2. Owner to determine the franchise responsibility of the incumbent CATV carrier(s) relative to service at the facility.
 - b. Coordinate with CLIENT and other Design Team members as to requirements for the Broadband Communications Systems to be incorporated in Documents by other disciplines, including at least:
 - 1. Architectural:

- a) Headend communications room requirements (size, location, relationship to other distribution and control systems and elements)
 - b) Where provided with this Project, monitor locations and size, support, orientation, contrast and glare criteria.
 - c) Items in public view (monitors and support, control equipment, receptacles, plates, access panels).
2. Interiors: Finish materials in vicinity of monitors.
 3. Structural: Hanging, support and restraint provisions.
 4. Civil: Utility point of presence connection route.
 5. Electrical: AC main power, grounding, power conditioning, incorporation of common power and signal conduit into Electrical Contract Documents.
 6. Mechanical: Waste heat loads.
- c. Provide criteria sketches for use by other disciplines of the Project Design Team. Provide catalog cuts for review.
 - d. Prepare Broadband Communications Systems subcontract drawings; including at least:
 1. Title/ Legend Sheet
 2. Site Plan and Riser Diagram
 3. Conduit, Wiring and Device Plans
 4. System Functional Diagrams
 5. Equipment Rack Elevations
 6. Wiring Details
 7. Receptacle Panel Details
 - e. Integrate the design of this system with the design of related distribution and control systems, as applies.
 - f. Coordinate the outside plant service connection point of presence with the Project's local franchised Cable utility vendor.
 - g. Engineer tap and amplification systems to distribute viewable pictures on standard ATSC tuner equipped monitors, or monitors provided with the Owner selected provider's content decryption cards/set-top boxes. Provide for reverse channel operations where required per the Project programming requirements.
 - h. Provide Specification section 27 41 33 - Communications Broadband Systems in Project standard format.
 - i. Review pertinent Contract Documents for incorporation of by Others of Broadband Communications Systems support requirements and coordination. Review at Progress set intervals and prior to bid issue. Issue review memo/email.
- 2.6 Structured Cabling (Data/Voice Communications Cabling Infrastructure)
- a. Meet jointly with the CLIENT and Owner to review the existing/proposed facility and receive criteria from Owner for function of Project structured cabling systems. Receive information as to Owner's existing or proposed voice and data systems intended for operation on the cabling infrastructure. Receive information on the Owner's structured cabling standards that apply to this Project. Based on information received to date, SFMI anticipates design of structured cabling systems conforming to current ANSI/TIA and BICSI standard practices.
 - b. Provide information to CLIENT on aspects of Structured Cabling system impacting architectural design, including communication room requirements (size, location, adjacencies) and items in public view. Provide catalog cuts for review.
 - c. Coordinate with CLIENT and other Design Team members as to requirements for cabling system pathways and related to be incorporated in Documents by other disciplines, including at least:
 1. Architecture: Communications Rooms size, location, orientation, backboard requirements. Integration of open plan furniture systems and raised flooring, where it occurs.
 2. Structural: Hanging, support and restraint provisions.
 3. Electrical: AC main power, grounding, power conditioning at Communications Rooms. Coordination of communications raceway systems (designed by SFMI) with electrical power raceway routes to optimize distribution. Integration of multi-chamber/multi-service (power and signal) raceway co-designed with Project Electrical Engineer into the Electrical plan set.
 4. Civil: Design of joint trench facilities. Design and specification of trenching, backfilling and paving. Locations of existing utilities and other known buried objects, coordination of trenching and cover requirements with those required by Mechanical and Electrical Systems.

5. Communications Systems: Coordinate data/voice systems requirements for Structured Cabling Plant with system designer(s) and/or Owner, if not designed by SFMI under this or separate agreement.
 - d. Coordinate entrance locations, terminal requirements and initial circuit order with AT&T's Building Entrance Engineering (BIC) or with the Owner's selected Competitive Local Access Provider (CLEC).
 - e. Provide criteria sketches for use by other disciplines of the Project Design Team.
 - f. Prepare structured cabling system subcontract drawings; including at least:
 1. Title/ Legend Sheet
 2. Site Plans and Riser Diagrams, indicating outside plant conduit and cabling linking this building to the existing campus infrastructure/ this site to the Public Right-of-Way for final connection by the franchised communication utilities.
 3. Conduit, Wiring and Device Floor Plans
 4. Reflected Ceiling Conduit, Wiring and Device Plans
 5. Communications Room (EF/BDF, IDF/HC) Enlarged Plan, RCP and Wall/Backboard Elevations.
 6. Communications Equipment Rack Elevations
 7. Single Line Diagrams/Functional Block Diagrams.
 8. Wiring Details
 9. Receptacle Panel Details
 - g. Provide specification sections as follows:
 1. Section 27 05 00 - Common Work Results For Communications
 2. Section 27 05 26 - Grounding and Bonding for Communications Systems
 3. Section 27 05 29 - Hangers and Supports for Communications Systems
 4. Section 27 05 33 - Conduits and Backboxes for Communications Systems
 5. Section 27 05 36 - Cable Trays for Communications Systems
 6. Section 27 05 39 - Surface Raceways for Communications Systems
 7. Section 27 05 43 - Underground Ducts and Raceways for Communications Systems
 8. Section 27 05 48 - Noise and Vibration Controls for Communications Systems
 9. Section 27 05 53 - Identification for Communications Systems
 10. Section 27 10 00 - Structured Cabling, Basic Materials and Methods
 11. Section 27 11 13 - Communications Entrance Protection
 12. Section 27 11 16 - Communications Cabinets, Racks, Frames and Enclosures
 13. Section 27 11 19 - Communications Termination Blocks and Patch Panels
 14. Section 27 11 23 - Communications Cable Management
 15. Section 27 11 26 - Communications Rack Mounted Power Protection and Power Strips
 16. Section 27 13 00 - Communications Interior Backbone Cabling
 17. Section 27 14 00 - Communications Outside Plant Backbone Cabling
 18. Section 27 15 00 - Communications Horizontal Cabling
- 2.7 Electronic Security Systems - Visual Surveillance/Intrusion Detection/Access Control Systems
- a. Meet jointly with the CLIENT and Owner to review existing/proposed facility and receive criteria from Owner for the function of such systems.
 1. SFMI assumes system incorporates
 - a) card readers/electronic locking systems at exterior entry doors and selected interior spaces.
 - b) intercom at administrative entries, service entries, loading docks and similar.
 - c) perimeter glass break and interior motion detection based intrusion detection,
 - d) door position switch monitoring at exterior doors and selected interior doors and hatches,
 - e) CCTV camera coverage of building entries and selected interior spaces, connected to evidence gathering recording systems with provisions for local and remote realtime monitoring.
 2. Direction as to what areas of the Project site are to be monitored/controlled and to what extent (single system/multiple system/overlapping coverage, etc.), as well as the proposed interaction between electronic security systems, physical security measures and the Owner's security staff to be provided by the Owner with the

- assistance of the Architect, or to be separately identified by a Risk/Threat Assessment Report prepared by Others. SFMI to design systems in conformance with the direction received through the foregoing process(es).
3. SFMI assumes that the Owner will procure its own intrusion detection/burglar alarm panel, through its contracts with its alarm monitoring company, who will be responsible for cross-connection to the intrusion detection devices described above.
- b. Provide information to CLIENT on aspects of system impacting architectural design, including cameras, card readers, request to exit devices, intercoms, control room and/or closet requirements (size, location, adjacencies) and items in public view. Provide catalog cuts for review.
 - c. Coordinate with CLIENT and other Design team members as to requirements for system to be incorporated in Documents by other disciplines, including at least:
 1. Architect/Specifications Writer: Division 8 Door Hardware required at electrified strikes or locks and power transfer hinges, and provisions for in-frame Door Position Switches.
 2. Structural: Hanging, support and restraint provisions.
 3. Electrical: AC mains power, grounding, power conditioning. Power at Satellite closets for Alarm Panels, Door Control Panels, Door Lock Power Supplies, Camera Power Supplies, etc.
 4. Mechanical: Heat load impact.
 - d. Provide criteria sketches for use by other disciplines of the Project Design Team.
 - e. Prepare Electronic Security System subcontract drawings; including at least:
 1. Title/Legend Sheet
 2. Electronic Security Systems Site Plan, indicating Bluelight phone location(s) and outside plant ducts feeding them.
 3. Conduit, Wiring and Device Plans
 4. Required areas of functional camera coverage
 5. System Functional Diagrams and/or Riser
 6. CCTV, Access Control and Alarm Monitoring Equipment Rack Elevations and Closet Backboard Elevations, where appropriate.
 7. Details
 - f. Provide Specification Sections as follows in Project standard format:
 1. Section 27 32 26 - Ring-Down Emergency Telephones
 2. Section 28 05 00 - Common Work Results for Electronic Safety and Security
 3. Section 28 05 13 - Conductors and Cables for Electronic Safety and Security
 4. Section 28 05 26 - Grounding and Bonding for Electronic Safety and Security
 5. Section 28 05 28 - Pathways For Electronic Safety And Security
 6. Section 28 13 00 - Access Control
 7. Section 28 13 26 - Access Control Remote Devices
 8. Section 28 16 00 - Intrusion Detection
 9. Section 28 16 19 - Intrusion Detection Remote Devices and Sensors
 10. Section 28 23 00 - Video Surveillance
 - g. Review pertinent Contract Documents incorporated by others of System for support requirements and coordination. Review at progress set intervals and prior to bid issue. Issue review memo/email.
- 2.8 Bid Phase Services
- a. Where requested, assist the Client in marketing the Project to prospective specialty bidders through email dissemination of the Owner's Public Bid Announcement following its publication.
 - b. Respond to Requests for Clarification of Contract Documents. Issue addenda as required to respond.
- 2.9 Construction Administration - Architectural Acoustics
- a. Review Contractor's submittals as they relate to SFMI specified/recommended acoustical finishes, sound related walls, doors, glass and mechanical system noise and vibration control; not to exceed one submittal and one re-submittal of each specified submittal item.
 - b. Respond to requests for Clarification of Contract Documents according to Project procedures as directed by CLIENT.

- c. Provide up to one (1) observations of the listed scope items to assess Project progress, such observations to be scheduled at the reasonable direction of the CLIENT.
 - 1. Construction observation shall consist of visual observation of materials, equipment or construction work for the purpose of ascertaining that the work is in substantial conformance with the Contract Documents prepared by SFMI and with the design intent.
 - 2. Such observation shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract. Specially, but without limitation, observation by SFMI shall not require SFMI to assume responsibilities for the means and methods of construction, nor for safety on or about the jobsite.
 - d. Provide a written memorandum of SFMI's observations of the subject work.
- 2.10 Construction Administration - Low Voltage Infrastructure and Systems
- a. Review submittals regarding A/V Systems, Structured Cabling Infrastructure, Broadband Communications Systems, and Electronic Security Systems not to exceed one submittal and one re-submittal of each SFMI specified submittal item.
 - b. Respond to requests for Clarification of Contract Documents according to Project procedures as directed by CLIENT.
 - c. Conduct up to one (1) construction site visits to observe progress.
 - 1. Construction observation shall consist of visual observation of materials, equipment or construction work for the purpose of ascertaining that the work is in substantial conformance with the Contract Documents prepared by SFMI and with the design intent.
 - 2. Such observation shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract. Specially, but without limitation, observation by SFMI shall not require SFMI to assume responsibilities for the means and methods of construction, nor for safety on or about the jobsite.
 - 3. Provide written reports of observations.
 - d. Provide performance testing and checkout for the separate systems, including observation of Contractor Proof-of-Performance demonstration, balancing and final adjustment review to verify compliance with requirements of the Contract Documents, (two man-days maximum).
 - 1. Provide written reports of system checkouts, including punch lists.
- 2.11 Meetings
- a. This proposal assumes SFMI's attendance at up to three design phase meetings in support of the scope of services above.
 - b. This proposal further does not assume SFMI's attendance at any construction phase meetings other than in conjunction with the construction progress observation or final punch activities listed under CA services above.

ARTICLE 3 - SERVICES NOT PROVIDED

- 3.1 Per 1.1, SFMI understands that design and/or construction administration phase services are not required for the Project in the areas of:
- a. Acoustics: Environmental Noise Impact Studies, Exterior Noise Impact Review, LEED/CHPS Analysis, Recommendations, Submittals or Post Construction Testing/Evaluation.
 - b. Audio-visual Systems: Voice/Speech Lift Systems, Satellite Television Reception Systems.
 - c. Communications Systems: LAN/WAN Systems Hardware, including Routers, Firewalls, General Purpose Network Switches, General Purpose Servers, Disk and Tape Backup Systems, Wireless Access Points, Rackmount UPS, General Purpose Computer Workstations, Printers and Related, Microwave Communications Systems, VoIP/PBX Telephone Systems, Public Safety Radio Repeater Systems, and/or Distributed Antenna Systems (DAS)/Cellular Telephone Repeater Systems.
 - d. Outside Plant Engineering - Design of Communications Ductbanks or outside plant communications cabling infrastructure more than 250 feet beyond the furthest face of the Project building(s), conduit proofing or documentation of existing underground communications ducts, their fill and remaining capacity for use by this Project.
 - e. Mass Notification/Mass Communications Systems: Emergency Alert Systems, Public Address, Intercom Systems, and/or Master Clock Systems.

- f. Electronic Security and Safety Systems: Risk Assessment Study, Area of Refuge Assistance Systems, Campus Bluelight Telephone Systems.
and does not propose these services.
- 3.2 Services proposed by SFMI do not include the work of licensed Design Professionals, including but not limited to the work of a registered Architect, a Professional Mechanical, Structural or Electrical Engineer or a Surveyor. Provision of such services, where required by the Project, is the work of Others.
- 3.3 As a consequence of 3.2, SFMI does not anticipate provision of base site or building plans. Preparation of same is the work of Others, unless such provision of such work by SFMI is specifically indicated herein. Where SFMI provides documentation of existing conditions, it is understood that such work does not constitute Survey work and should not be relied upon for circumstances requiring same. Such work is performed to prepare Contract Documents appropriate to the scope of SFMI's effort and may not be accurate in gross dimension, orientation, construction materials and other areas peripheral to SFMI's scope. Moreover, such drawings represent information that is available to SFMI personnel from visual observation of the visible portions of existing conditions, review of available documentation, and/or discussions with facility personnel and contractors. The CLIENT understands that this process is subject to error due to the unavailability of complete information, representation of design or as-built conditions that were not built as drawn or undocumented modifications since preparation of the drawings.
- 3.4 As a consequence of 3.2, SFMI is not responsible for the design or engineering of a method of means of support, suspension, attachment, fastening, bracing, restraint, etc (hereinafter "support"). Where the work of SFMI provides guidelines as to support, final engineering shall be provided by parties licensed to do so in the Project jurisdiction.
- 3.5 SFMI's Proposal does not anticipate that SFMI will prepare an Opinion of Probable Construction Costs for the work of it designs. Such services, if required will be provided as an Additional Service.
- 3.6 SFMI's Proposal does not anticipate that SFMI will prepare Bid Documents other than Technical Specifications as listed above and the related drawing set. Specifically, SFMI's proposal does not anticipate that SFMI will prepare Division 0 or Division 1 documents for the work SFMI has designed. Such work, if requested, will be proposed as Additional Services.
- 3.7 SFMI's Proposal assumes that the work of this Proposal will be bid as one package one time. SFMI's proposal does not anticipate preparation of multiple bid packages. Such work, if requested, will be proposed as Additional Services.
- 3.8 SFMI assumes no responsibility as to the method or means of construction employed in the provision of construction and/or systems designed by SFMI, nor for safety at the Project job site.
- 3.9 SFMI's Proposal does not anticipate preparation of Record Documents from Contractor As-Builts. Such services, if required will be provided as an Additional Service.
- 3.10 Services to the Project for a period beyond the Project duration outlined in 1.2 Project Schedule. Services provided beyond this point will be either provided at SFMI's then prevailing professional rate schedule or will be provided as an Additional Service.

ARTICLE 4 - COMPENSATION FOR SERVICES

CLIENT shall compensate SFMI for the Basic Scope of Services, Test Equipment Charges, Reimbursable Expenses and Additional Services in accordance with the terms and conditions of this Proposal, as follows:

4.1 Compensation for Basic Scope of Services. For the basic services described in Article 2, SFMI shall receive compensation on a phased fixed fee basis computed as follows:

Scope	Professional Services Fee
Preliminary Design Phase	
Schematic Design	-\$3,840
Design Development	-\$7,860
Total Preliminary Design Phase	
	-\$11,700
Construction Documents	\$14,660
Bid Phase	\$1,350
Construction Phase	\$7,260
Professional Services Fee Total	-\$34,970
	\$31,400

Revised per telephone call with P. Alarcon on 12/16/14

4.2 Reimbursable Expenses.

a. CLIENT shall reimburse SFMI for expenses, as described in Article 8, incurred in connection with this Proposal.

4.3 Compensation for Additional Service. For Additional Services, as described in and requested or authorized by CLIENT in accordance with Article 9, SFMI shall receive compensation computed as follows:

a. SFMI personnel charged at the following hourly rate schedule:

Principal Consultants/Engineers:	\$ 175.00 per hour
Associates/Senior Engineers:	\$ 150.00 per hour
Project Consultants/Engineers:	\$ 140.00 per hour
Consultants/Engineers:	\$ 110.00 per hour
Technicians/Drafting:	\$ 85.00 per hour
Production/Administrative Assistants:	\$ 65.00 per hour

b. For procurement of materials or consultation with non-SFMI personnel, cost plus fifteen percent (15%).

4.4 Invoices and Payments.

a. Monthly Invoices. SFMI shall invoice CLIENT on a monthly basis for Professional Services, Reimbursable Expenses, Test Equipment Rental and Additional Services rendered or incurred during the preceding month. CLIENT shall make full payment on SFMI's invoices within thirty (30) days of the invoice date.

b. 2 in 10 Discount. SFMI's invoices are subject to a two percent (2%) discount on the invoice amount if payment is received by SFMI within ten (10) days of the invoice date.

c. Late Payments. Payments due and unpaid on any invoice in excess of thirty (30) days shall be subject to a late charge of eighty-two and one half hundreds of a percent (.825%) per month from the date payment is due. In the event that any payment is due and unpaid on any invoice in excess of sixty (60) days, CLIENT shall be deemed to be in substantial breach of this Proposal and SFMI may, in its sole discretion, elect to suspend its services hereunder without prejudice.

ARTICLE 5 - RISK ALLOCATION

The CLIENT recognizes that SFMI's fee includes allowance for funding a variety of risks which affect SFMI by virtue of its agreeing to perform services on the CLIENT's behalf. One of these risks stems from the potential for human error by persons in the employ of SFMI. In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit SFMI's liability to the CLIENT and all construction contractors arising from SFMI's professional acts, errors or omissions, such that the total aggregate liability of SFMI to all those named shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) or SFMI's total fee for the services of this Contract, whichever is less.

GENERAL CONDITIONS

ARTICLE 6 - TIME

- 6.1 SFMI shall provide services hereunder as expeditiously as possible, consistent with professional skill and care. SFMI and CLIENT expressly agree and recognize that SFMI shall not be held responsible nor liable, in any manner, for any delays not caused by negligent acts and/or omissions of SFMI or caused by factors not reasonably foreseen.
- 6.2 SFMI's proposal is based on the Project proceeding to completion in accordance with the schedule identified in Article 1. In the event the project completion is significantly delayed beyond the identified schedule and the delay is not caused by negligent acts and/or omissions of SFMI, SFMI reserves the right to propose Additional Services for the work completed outside of the proposed schedule at SFMI's personnel rate schedule then in effect.

ARTICLE 7 - CLIENT'S RESPONSIBILITIES

- 7.1 CLIENT shall provide SFMI full information regarding any and all data pertinent to the Project requirements.
- 7.2 CLIENT shall designate a representative authorized to act on CLIENT's behalf with respect to the Project. CLIENT or such authorized representative shall examine documents submitted by SFMI and shall render any decisions pertaining thereto promptly so as to permit the orderly progress of SFMI Services.
- 7.3 If CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with any studies, reports, design documents, drawings and/or specifications prepared by SFMI hereunder, prompt written notice thereof shall be given by CLIENT to SFMI.

NO MARK-UPS
PER CONTRACT

ARTICLE 8 - REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for the Basic Scope of Services and any Additional Services which may be requested or authorized by CLIENT. SFMI shall invoice CLIENT for such reimbursable expenses at SFMI's cost plus 10%. Reimbursable expenses include expenses incurred by SFMI and its employees and agents in the interest of the Project, including but not limited to the following expenses:

- 8.1 When authorized in advance, expense of transportation, including mileage at the IRS reimbursement rates in effect at the time of travel, subsistence and/or lodging when traveling in connection with the Project.
- 8.2 Expense of express shipping, air freight, and any Project site expenses.
- 8.3 Expense of photocopying, binding, reproductions, CAD plotting of deliverables required by contract, expendable materials, special handling of any studies, reports, design documents, drawings and/or specifications.
- 8.4 If authorized in advance by CLIENT, the expense of any premium portion of the overtime services at premium rates.
- 8.5 Expense of renderings, models and mockups requested by CLIENT.

ARTICLE 9 - ADDITIONAL SERVICES

Services not included in the Basic Scope of Services shall be considered Additional Services of SFMI. Compensation and payment for such Additional Services shall be in accordance with the terms herein. Upon authorization or confirmation in writing by CLIENT, SFMI will furnish or obtain additional services of the following types:

- 9.1 Bid Phase and Construction Phase services, other than as are provided for under Article 2 herein.
- 9.2 Services made necessary due to changes in the general scope and/or design of the Project.
- 9.3 Revisions to documents prepared by SFMI when such revisions are inconsistent with CLIENT's prior written approval or instructions, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to any other cause not solely within the control of SFMI.
- 9.4 Furnishing copies of studies, reports, design documents, drawings and/or specifications in excess of those set forth herein.
- 9.5 Preparation of LEED/US Green Building Council submittal documentation, or similar advanced building performance documentation submittals, calculations and resubmittals, unless specifically provided for under Article 2 herein.
- 9.6 Preparation of reproducible record drawings showing significant changes in the work made during construction based upon marked-up prints, drawings and other data furnished by CLIENT to SFMI.
- 9.7 Providing repeated punching of the Contractor's work due to failure of Contractor to adequately complete the work or the specified testing of the work prior to requesting SFMI to visit the jobsite to observe the proof-of-performance testing and systems demonstration by the Contractor provided for in SFMI's Basic Scope of Services.
- 9.8 Providing extensive assistance in the utilization of any equipment or system including, but not limited to initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 9.9 Providing any other services not otherwise included herein.

ARTICLE 10 - COST AND SCHEDULE OF CONSTRUCTION WORK

In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor SFMI has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on SFMI's reasonable professional judgement and experience and do not constitute a warranty, express or implied, that the Contractor's bids, project schedules or negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of cost or schedule prepared by SFMI. Project costs and times will be determined only when the bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ARTICLE 11 - OWNERSHIP AND USE OF DOCUMENTS

Drawings, specifications, studies, reports and design documents as instruments of service are and shall remain the property of SFMI whether the Project for which they are made is executed or not. CLIENT shall be permitted to retain copies, including reproducible copies, of such documents for information and in reference to the Project. Such documents provided hereunder by SFMI shall not be used by CLIENT in connection with any other project, for additions to this Project, or for completion of projects by others, except by written consent of and with appropriate compensation to SFMI.

ARTICLE 12 - INDEPENDENT AGENCY

SFMI, and the agents and employees of SFMI, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the CLIENT.

ARTICLE 13 - SUSPENSION OF SERVICES AND TERMINATION

- 13.1 In the event CLIENT suspends the services of SFMI for a period in excess of two (2) months, or in the event the Project is abandoned in whole or in part, SFMI shall be paid all fees, direct costs, and reimbursable expenses accrued prior to such suspension or abandonment.
- 13.2 This Proposal may be terminated by any of the following:
 - a. by either SFMI or CLIENT upon seven (7) days written notice to the other party of such intent to terminate
 - b. by mutual agreement of the parties
 - c. in the event of a substantial failure to perform in accordance with the terms and conditions by the other party.
 - d. In the event this Proposal is terminated, SFMI shall be paid all fees, direct costs, and reimbursable expenses accrued to and including the date of such termination as well as any "shut-down" costs incurred by SFMI in terminating the Proposal.

ARTICLE 14 - ATTORNEYS' FEES

- 14.1 Attorneys' Fees. In the event any claim or dispute arises under this Proposal, legal proceedings are initiated, the prevailing party in any such legal proceeding shall be entitled to recover from the other party its attorney's fees and costs incurred in connection with such proceedings.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

- 15.1 Law Governing. This Proposal shall be governed and interpreted in accordance with the laws of the State of California.
- 15.2 Assignment. Except upon the express written consent of SFMI, CLIENT shall not assign, sublet or transfer any interest or portion of this Proposal.
- 15.3 Written Notice. Any written notice provided for or required hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the party for whom it was intended, or if delivered at or sent by United States first class postage.
- 15.4 Entire Agreement. This Proposal, as executed, represents the entire and integrated agreement between CLIENT and SFMI and supersedes all prior negotiations, representations or proposals, whether written or oral. This Proposal, as executed, may be amended or modified only by written instrument executed by both CLIENT and SFMI.
- 15.5 Counterparts. This Proposal may be executed in counterparts by SFMI and CLIENT and when fully executed shall be deemed to be in full force and effect from the date first set forth above.

SMITH, FAUSE & McDONALD, INC.

By 

Peter A. McDonald, President

ACCEPTANCE OF PROPOSAL ("CLIENT")

By

Title



Ratcliff Architects
5856 Doyle Street
Emeryville, CA 94608
Attn: Mr. Bill Blessing

Re: Colma Town Center
DD and CD Estimates

Proposal For Consulting Services

McKay Construction Services proposes to provide construction management services and / or estimating services to Ratcliff Architects for the Colma Town Center Project as follows.

Scope of Services

Provide two estimates, one at the 50% DD phase and one at 90% CD phase. Additionally provide VE efforts along with both estimates. Estimates to be provided in a modified systems format unless specified otherwise.

We will assume 44 hours to prepare the 50% design estimate and another 36 hours to prepare the estimate at 90% CD's. Additionally we will include 12 hours for bid review assistance or any other requested administrative services. Incidental costs such as travel, plan reproduction or mailing services will be billed at cost plus 15%. Total NTE \$9,660 plus expenses

Services will be billed at an hourly rate of \$105. Incidental costs such as travel, plan reproduction or mailing services will be billed at cost plus 15%.

Terms of Proposal

NO MARK-UPS
PER CONTRACT

Ratcliff Architects agrees to hold McKay Construction Services harmless for any claims or losses arising from this work. We provide only a best estimate of probable construction costs and have no control over project administration, cost control or current market conditions.

Payment is due net 15 days after receipt by client.

McKay Construction Services

Stephen R McKay
March 2, 2015

Proposal for Landscape Architectural Services
Colma Town Hall Expansion Landscape Design
City of Colma, California
 CSG Engineers, Inc.

Prepared by Dillingham Associates Landscape Architects
 Date: December 19, 2014 / Rev March 3, 2015

Legend: Prin = Principal Time @ \$180 per hour
 Assc = Associate Time @ \$135 per hour
 Sub = Subconsultant Fees

No	Task	Prin	Assc	Sub	Fees	Total
A	Preliminary Design					
	Site visit and meeting with client	5	5	\$760	\$2,335	
	Prepare existing conditions plans: irrigation & planting		6	\$760	\$1,570	
	Project coord meetings w/ Town & design team: 3 times	8			\$1,440	
	Drawing coordination with Architect, CSG or Town	2	6		\$1,170	
	Prepare preliminary plan					
	Planting plan	2	12		\$1,980	
	Plant photo board		4		\$540	
	Paving and materials plan	2	4		\$900	
	Site furnishing options	2	4		\$900	
	Fine grading plan based on data from civil engineer	4	4		\$1,260	
	Preliminary irrigation design			\$380	\$380	
	Cost estimate	4	4		\$1,260	
	Stormwater management					
	Review data from civil engineers	2			\$360	
	Integrate requirements into Schematic Design		4		\$540	
	Finalize preliminary design	2	4		\$900	
	Rendered Site Plan with two Sections (exclude revisions)		8		\$1,080	
	Public Meeting					
	Prepare illustrative drawings and present at the meeting	4	2		\$990	
	<i>Subtotal</i>	37	67	\$1,900		\$17,605
B	Construction Drawings, Specifications and Permitting					
	Revisions due to value engineering	4	12		\$2,340	
	Prepare 90% Documents					
	Fine grading	2	2		\$630	
	Subdrain system for on-grade areas	2			\$360	
	Paving and material plan	4	8		\$1,800	
	Irrigation plan		2	\$2,850	\$3,120	
	Irrigation details			\$570	\$570	
	Water use calculations			\$760	\$760	
	Planting plan	4	16		\$2,880	
	Planting details		6		\$810	
	Planter Walls Details	2	8		\$1,440	
	90% Specifications	2	4	\$760	\$1,660	
	90% Cost estimate	4	4		\$1,260	
	Coordination and Response to Town staff comments	4	8		\$1,800	
	Prepare 100% construction documents	8	24	\$380	\$5,060	
	Finalize cost estimate	1	2		\$450	
	Prepare Permitting documents and one resubmittal	2	16		\$2,520	
	<i>Subtotal</i>	39	112	\$5,320		\$27,460

No	Task	Prin	Assc	Sub	Fees	Total
C	Bidding					
	Respond to bidder questions	2			\$360	
	Prepare addenda		8		\$1,080	
	<i>Subtotal</i>	2	8			\$1,440
D	Construction Administration - 3 to 4 month period not including plant establishment					
	Review submittals & Shop Drawings		12	190	\$1,810	
	Respond to RFIs	12			\$2,160	
	Prepare Clarifications, Proposal Requests, etc.	16			\$2,880	
	Construction site visits and meetings (8 visits)	16			\$2,880	
	Irrigation inspection			380	\$380	
	<i>Subtotal</i>	44	12	\$570		\$10,110
	TOTAL	122	199	\$7,790		\$56,615

Work not included:

- Public Meeting except as noted & Revise Illustrative Presentation Drawings
- Design for built-in raised planters on the podium level
- Waterproofing
- Outdoor lighting



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: City Attorney Contract

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING CONTRACT WITH BEST BEST & KRIEGER LLP FOR LEGAL SERVICES

EXECUTIVE SUMMARY

The attached resolution approves a contract with Best Best & Krieger LLP (BBK) for legal services, as previously discussed by City Council during the Closed Session City Attorney interview process held in February. The terms of the contract match the proposal submitted by Christopher Diaz of BBK (see Attachment C). The contract length is for one year (with the option for a one-year extension). The contract also includes a provision for a six-month performance review as well as annual reviews thereafter.

FISCAL IMPACT

The total cost of the City Attorney retainer is \$16,800 per month, or \$201,600 per year. Any time spent beyond the retainer must be pre-approved by the City Manager, as does any time spent on services excluded from the retainer. Structuring the City Attorney contract as a retainer (with 80 hours of service each month) is estimated to save the Town about \$188,000 over the amount budgeted in fiscal year 2014/15 for the City Attorney Department. The Town spent \$378,800 in fiscal year 2013/14 for City Attorney services.

Staff will continue to budget conservatively in the upcoming fiscal year to accommodate any unforeseen legal costs beyond the retainer.

BACKGROUND

As the Council knows, former City Attorney Roger Peters retired effective December 31, 2015. The Town released a Request For Proposals (RFP) soliciting proposals for City Attorney services in late November, with responses due in mid-January. A total of 12 firms submitted proposals by the due date.

Mayor Joanne F. del Rosario and I shortlisted three firms for interviews, which were held February 2. Of the three firms the Council unanimously voted to retain BBK for legal services and directed staff to prepare a contract for legal services, which is attached to this staff report as Attachment B.

ANALYSIS

The proposal by BBK lists current Interim (and former Assistant) City Attorney Christopher Diaz as the City Attorney. Mr. Diaz served as Assistant City Attorney from September 2013 through the end of 2014. He was appointed Interim City Attorney on January 1. Mr. Diaz has a very in-depth knowledge of the Town of Colma and is well-suited to the role of City Attorney.

The contract before the Council provides for 80 hours per month for legal services on a retainer basis. This is a departure from the previous BBK contract which had the Town billed on an hourly basis. As noted in the fiscal impact section of this staff report, the Town should see a significant savings by moving to a retainer contract. The contract allows for annual increases of the retainer cost that are tied to the Consumer Price Index, with a maximum increase allowable of five percent.

The contract itself is very similar to the existing contract with BBK, with one notable exception being it has a termination date (one-year, with a one-year extension option available to the Town). The current contract does not have a termination date.

Mr. Diaz will provide approximately 10 hours of on-site "office hours" (or as otherwise agreed-upon by Mr. Diaz and the City Manager). The retainer includes all legal services as listed in Section 3.2 of the agreement (Scope of Work) and generally covers most City Attorney-related services, with the exception of those listed as Special Legal Services in Section 2 of Exhibit A of the contract. Hourly billing beyond the retainer amount is listed in Exhibit A as well.

Values

Approval of the resolution and contract for legal services with BBK is consistent with the Council's adopted value of *responsibility* because the Council solicited multiple proposals in order to find the best fit for City Attorney, while still being cognizant of the costs associated with the contract. Approval of the resolution and contract is also consistent with the Council's adopted value of *vision* because the Council is switching from an hourly-based contract to a retainer-based contract, saving the Town a significant amount of money while still ensuring the Town receives quality legal representation.

Sustainability Impact

All activities undertaken by the City Attorney will fall under the Town's adopted Climate Action Plan. BBK also uses environmentally friendly practices within its buildings, technology systems and office processes. The firm also has signed the State Bar of California lawyers eco-pledge and law office sustainability policy to help the environment by reducing the consumption of natural resources and its associated waste stream.

Alternatives

The City Council could direct the City Manager to renegotiate the terms of the proposed contract. Doing so, however, is not recommended because the terms of the contract match the proposal submitted by BBK.

CONCLUSION

Staff recommends the City Council adopt the attached resolution approving the legal services agreement with Best Best & Krieger LLP.

ATTACHMENTS

- A. Resolution
- B. Contract
- C. BBK Proposal

This page left intentionally blank.

**RESOLUTION NO. 2015-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING CONTRACT WITH
BEST BEST & KRIEGER LLP
FOR LEGAL SERVICES**

The City Council of the Town of Colma does hereby resolve:

1. Background.

(a) Roger C. Peters previously served as Assistant City Attorney and as City Attorney to the Town of Colma from 1974 to 2014. In 2004, Mr. Peters became affiliated with Best, Best & Krieger and the firm served as the Town's City Attorney from 2004 to 2015.

(b) From September 2013 through the end of 2014, Christopher J. Diaz served as Assistant City Attorney to the Town of Colma. On January 1, 2015, Mr. Diaz was appointed as Interim City Attorney while the Town issued a Request for Proposals and interviewed potential City Attorney candidates.

(c) After interviewing various candidates, the Town seeks to continue working with Best, Best & Krieger and wishes to appoint Mr. Diaz and BB&K to serve as its City Attorney to perform all necessary legal services pursuant to a new legal services agreement.

(d) This legal services agreement was competitively bid in accordance with the Town's Purchasing Ordinance.

2. Order.

(a) The contract between the Town of Colma and Best Best & Krieger LLP for legal services, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(b) The Mayor shall be, and hereby is, authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

(c) All prior contracts for legal services are terminated.

///

///

///

///

///

Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on _____, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk

**AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
TOWN OF COLMA
AND
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into as of March 11, 2015 by and between the Town of Colma, a municipal corporation (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. RECITALS.

2.1 Roger C. Peters previously served as Assistant City Attorney and as City Attorney to the Town of Colma from 1974 to 2014. In 2004, Mr. Peters became affiliated with Best, Best & Krieger and the firm served as the Town’s City Attorney from 2004 to 2015.

2.2 From September 2013 through the end of 2014, Christopher J. Diaz served as Assistant City Attorney to the Town of Colma. On January 1, 2015, Mr. Diaz was appointed as Interim City Attorney while the Town issued a Request for Proposals and interviewed potential City Attorney candidates.

2.3 After interviewing various candidates, the Town seeks to continue working with Best, Best & Krieger and wishes to appoint Mr. Diaz and BB&K to serve as its City Attorney to perform all necessary legal services on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on March 11, 2015 and terminate on March 11, 2016 unless:

3.1.1 Extended in writing by the parties;

3.1.2 Terminated in accordance with Section 3.12; or

3.1.3 Client exercises its option to extend this agreement for one additional year through March 11, 2017.

3.2 Scope of Services. BB&K shall serve as City Attorney and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Providing all Basic Legal Services, as fully described in Exhibit A to this Agreement, in an eighty (80) hour per month retainer at \$16,800 per month, unless time in excess is required as more fully described in Exhibit A;

3.2.2. Providing ten (10) hours, of the eighty (80) retainer, per month attending office hours at Town Hall, or as otherwise directed by Client;

3.2.3 Preparation for, and attendance at, regular meetings of the Client;

3.2.4 Provision of legal counsel at such other meetings as directed by the Client;

3.2.5 Preparation or review of all Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.6 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.7 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.8 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.9 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.10 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

3.3 Designated City Attorney. Christopher J. Diaz shall be designated as City Attorney, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the Client.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Reviews. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually. Client shall also have the option to review performance six months after the commencement date of the Term in Section 3.1 of this Agreement.

3.10 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.11 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for

which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.12 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

3.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

3.15 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

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

3.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Delivery of Notices. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Town of Colma
Attention: City Manager
1198 El Camino Real
Colma, CA 94014

BB&K: Best Best & Krieger LLP
Attention: Executive Committee
3390 University Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92502

3.20 Indemnification.

(A) BB&K agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of BB&K hereunder, or arising from BB&K’s performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

(B) City acknowledges BB&K is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the City is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its statutory duty and indemnify BB&K, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K within the course and scope of its performance hereunder, but nothing herein shall require City to indemnify BB&K for liability arising from its own negligence or alleged negligence. In connection herewith:

(i) City will promptly provide a defense and pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder; and

(ii) In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys’ fees.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for City Attorney Legal Services as of the date first written above.

(signatures contained on following page)

**SIGNATURE PAGE TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
TOWN OF COLMA
AND
BEST BEST & KRIEGER LLP**

TOWN OF COLMA

By: _____
Joanne Del Rosario, Mayor

Date: _____

Attest:

Sean Rabé City Clerk

BEST BEST & KRIEGER LLP

By: _____
Jeff Ballinger
Chair, Municipal Law Practice Group
Partner

Date: _____

**EXHIBIT “A”
TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
TOWN OF COLMA
AND
BEST BEST & KRIEGER LLP**

1. Basic Legal Services – Description and Rate. Basic Legal Services shall include all services provided to Client that are not otherwise specifically identified below as either Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services (“Basic Legal Services”). The Client shall pay for Basic Legal Services at the flat rate monthly retainer amount of Sixteen Thousand Eight Hundred Dollars (\$16,800) for up to a maximum of 80 hours in a given month. The Client shall pay for Basic Legal Services in excess of such hours in a given month at the following rates:

Attorneys:	\$ 215
Paralegals:	\$ 155
Law Clerks	\$ 155

2. Special Legal Services - Description. Special Legal Services shall include the following types of services:

- A. Non-routine real estate matters (e.g. CC&R’s, deed or title work)
- B. Land acquisition and disposal matters (including pre-condemnation)
- C. Housing Matters
- D. Utility matters (e.g. telecommunications, electric, natural gas, water, rail or transit that involve state or federal regulatory issues)
- E. Fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- F. Public construction disputes
- G. Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- H. Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- I. Litigation and formal administrative or other adjudicatory hearing matters
- J. Labor relations and employment matters
- K. Complex environmental matters (e.g. CEQA, NEPA, endangered species)
- L. Water law matters (e.g. water rights & quality)
- M. Tax and ERISA related matters
- N. Toxic substances matters (e.g. CERCLA, RCRA)
- O. Other matters mutually agreed upon

3. Special Legal Services – Rates. The Client shall pay for Special Legal Services at the following rates:

Partners/Of Counsel	\$ 270
Associate Attorneys	\$ 210
Paralegals	\$ 170
Law Clerks	\$ 170

4. Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, BB&K shall seek approval from the City Manager or his/her designee. The City Manager’s or his/her designee's approval of such a request from BB&K shall not be unreasonably withheld.

5. Annual Adjustments; Other Mutual Adjustments. The rates or amounts provided for in Sections 1 and 3 shall be automatically increased as follows: Blended rates and retainer amounts will be adjusted annually using the cost of living index. On July 1, 2016 and every July 1st thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the cost of living for the twelve (12) month period published for the most recent calendar year end, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth in San Francisco-Oakland-San Jose area; provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than five percent (5%). In addition to the automatic rate increases, either BB&K or the Client may initiate consideration of a rate increase at any time.

6. Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the City for which the City receives reimbursement from a developer or other third party. These reimbursable legal services typically include review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); and land use/environmental projects for which the City is entitled to reimbursement.

7. Third Party Reimbursable Legal Services - Rates. The Client shall pay for Third Party Reimbursable Legal Services at BB&K's then current published standard private client rates, minus ten percent (10%). Upon execution of this Agreement, BB&K shall provide a copy of its published rate schedule to the Client. BB&K shall also provide annual written updates to the Client when changes are made to the published rate schedule.

8. Public Finance Legal Services – Description & Rates. The Client shall pay for Public Finance Legal Services at the rates set forth for Public Finance Legal Services, below. For bond counsel and special counsel services in connection with the financing of public facilities, BB&K shall be compensated, depending upon the type of bonds, certificates of participation or other obligations that are to be issued, based on the following schedules. Unless otherwise mutually agreed, our fees as bond counsel on these financings will be payable from proceeds of each series of the bonds upon their issuance.

A. Certificates of Participation and Revenue Bonds. For services in connection with the issuance and sale of certificates of participation and revenue bonds, BB&K shall be paid a fee, which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the certificates of participation or bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the certificates or bonds issued,
plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million.

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on a hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Agreement.

B. Community Facilities Districts. For services in connection with the issuance and sale of bonds of community facilities districts, BB&K shall be paid a fee, which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million.

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on a hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Agreement with respect to services rendered for the formation of or annexation to a CFD, as well as the negotiation and preparation of funding agreements and joint financing agreements. Hourly compensation shall be payable solely from deposits of third parties and bond counsel fees shall be payable solely from the proceeds of the sale of bonds.

C. Assessment Districts. For services in connection with the issuance and sale of bonds of assessment districts, BB&K shall be paid a fee, which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$6 million of the amount of the bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$16 million.

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on a hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Agreement with respect to services rendered for the formation of or annexation to an AD, as well as the negotiation and preparation of funding agreements and joint financing agreements. Hourly compensation shall be payable solely from deposits of third parties and bond counsel fees shall be payable solely from the proceeds of the sale of bonds.

D. Tax Allocation Bonds. For services in connection with the issuance and sale of tax allocation bonds. BB&K shall be paid a fee, which will be the greater of (i) \$35,000, or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$6 million of the amount of bonds issued, plus

.25% of the next \$4 million of the amount of bonds issued, plus

.20% of the next \$5 million of the amount of bonds issued, plus

.15% of the next \$5 million of the amount of bonds issued, plus

.125% of the amount thereof, if any, over \$20 million.

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on a hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Agreement.

E. Investment and Other Agreements. For investment agreements, derivative transactions or interest rate swaps relating to any bond issue, a separate fee will be charged depending on the type of derivative. Generally, our fee for a derivative transaction mirrors our bond counsel fee. Review of investment agreements will be charged at our hourly rates.

F. Issuer's Counsel Opinions. For all Issuer's Counsel opinions provided by BB&K in connection with any bond financing, fees shall be the following: (1) for opinions on financings for which BB&K does not provide bond counsel and disclosure counsel services, \$10,000; (2) for opinions on financings for which BB&K provides bond counsel services only, \$5,000; (3) for opinions on financings for which BB&K provides disclosure counsel services only, \$2,500; and (4) for opinions on financings for which BB&K provides both bond and disclosure counsel services, there will be no charge.

G. Other Public Finance Services. If other services are requested by the City that are not within the scope of those provided for above, they will be performed on an hourly basis at the Special Legal Services category provided for in the Agreement.

EXHIBIT "B"
TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
TOWN OF COLMA
AND
BEST BEST & KRIEGER LLP

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to Judy Ismael of our Accounting Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement agreement with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$210 to \$690 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at rates from \$130 to \$275 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included

within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement agreement.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement agreement, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of

record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

This page left intentionally blank.

Proposal to Provide
City Attorney Services

Presented to:

Town of Colma

January 12, 2015



BEST BEST & KRIEGER
ATTORNEYS AT LAW

I. LETTER OF TRANSMITTAL

January 12, 2015

BY HAND DELIVERY

Mr. Sean Rabé
City Manager
Town of Colma
1198 El Camino Real
Colma, CA 94014

Re: Letter of Interest and Proposal to Provide City Attorney Services to the Town of Colma

Dear Mr. Rabé and Members of the City Council:

On behalf of Best Best & Krieger LLP (“BB&K”), I am pleased to enclose our proposal to continue providing City Attorney services to the Town of Colma (“Town” or “City”). It has been BB&K’s honor to serve as your City Attorney with Roger Peters as the lead. With Roger Peters’ retirement, we welcome the opportunity to continue to serve the Town with Christopher J. Diaz serving as City Attorney and primary contact for the Town. Chris has worked closely with Roger as the Town’s Assistant City Attorney and will continue to serve the Town with the same level of service that Roger provided.

Based on the Town’s Request for Proposals (RFP), BB&K understands that the Town is seeking to cut legal costs. We looked closely at our time spent and costs billed to the Town to determine where BB&K can continue to provide the same level of services at a reduced overall legal cost. We are pleased to offer a \$16,800 retainer for 80 hours of work per month for the Town as further detailed in this proposal. We are also offering an alternative retainer option of \$18,600 for 90 hours of work per month. Our experience with Colma shows that in recent years we have spent closer to 90 hours per month for general legal services.

Using calendar year 2014 as an example, the Town would save roughly \$2,450 per month (\$29,400 per year) using our 80 hour retainer option, with 10 hours in excess of the retainer, and \$2,800 per month (\$33,600 per year) using our 90 hour retainer option.

Further, BB&K is not seeking to change the rate structure for special legal services detailed in the Town’s existing legal services agreement and we would continue to honor those rates as further detailed in this proposal.

I am a duly authorized representative of the firm and am submitting this proposal on behalf of the firm. I am a partner of the firm, authorized to bind BB&K to the terms of this proposal.

<p>Jeffrey S. Ballinger, Partner Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego CA, 92101 Phone: (619) 525-1343 Fax: (619) 233-6118 Email: jeff.ballinger@bbklaw.com</p>	<p>Christopher J. Diaz, Of Counsel Best Best & Krieger LLP 2001 North Main Street, Suite 390 Walnut Creek, CA 94596 Phone: (925) 977-3309 Fax: (925) 977-1870 Email: christopher.diaz@bbklaw.com</p>
---	--

Biographies of our entire proposed team are attached as Appendix B. Our cost proposal for these professionals appears in Section XI. Our proposal and cost schedule are valid and binding for 90 days following January 12, 2015.

Thank you for the opportunity to submit our qualifications. For the foregoing reasons and based on the information set forth in the attached qualifications, we believe that BB&K is uniquely well-suited to continue to serve as the Town's City Attorney, and we would be honored to do so.

Sincerely,



Jeffrey S. Ballinger, Partner
Municipal Law Practice Group Leader
BEST BEST & KRIEGER LLP

Name of proposed City Attorney	Christopher J. Diaz	
Office address for proposed City Attorney	2001 North Main Street Suite 390 Walnut Creek, CA 94596	
Monthly retainer amount	\$16,800	
Services included in monthly retainer (Include estimated weekly office hours on-site in Colma)	Attendance at meetings; office hours, min. 10 hours per week; Brown Act and general municipal/public law advice and legal counsel; supervision of any outside counsel; standard document/opinion preparation and review; monitoring/update reporting of new and pending laws and legislation to ensure compliance; standard training sessions/staff guidance; open meeting guidance; standard communications with City officials and staff; press/media communications. Additional general legal services in excess of 80 hours would be billed at the rate \$215 per hour.	
Services NOT included in monthly retainer	Services not included in the monthly retainer would be those that are deemed special legal services. Consistent with the Town's current legal services agreement, telecommunications; labor/employment and personnel; non-routine advice on taxes, assessments, fees, Proposition 218 and other financial matters; and non-routine real estate services would be outside of the retainer and honored at the rate the Town is currently paying. Additionally, complex litigation, public retirement systems, non-routine environmental law, water law, insurance matters, and other matters mutually agreed upon would not be included in the monthly retainer.	
Hourly rates for services not included in retainer	Additional general legal service hours beyond the 80 hour retainer would be priced at \$215 per hour. Rates for special legal services would be: Partners and Of Counsel: \$270 per hour; Associates: \$210 per hour; Paralegals and Law Clerks: \$170 per hour.	
Areas of expertise within your firm	Municipal law, litigation, telecommunications, public contracting, environmental and natural resources law, labor and employment, land use, real estate, eminent domain, sustainability, health care, education law, trusts and estates, business services and bankruptcy.	
1. Steven Falk, City Manager City of Lafayette Phone: (925) 299-3211 Email: SFalk@ci.lafayette.ca.us	2. Tom Merrell, Director of Planning City of Jurupa Valley Phone: (951) 332-6464 Email: tmerrell@jurupavalley.org	3. Janet Coleson, City Attorney City of Pleasant Hill Phone: (707) 484-6506 Email: jcoleson@rwglaw.com

II. TABLE OF CONTENTS

I. LETTER OF TRANSMITTAL.....	1
II. TABLE OF CONTENTS.....	i
III. EXECUTIVE SUMMARY	3
IV. STATEMENT OF UNDERSTANDING.....	3
V. APPROACH TO LEGAL SERVICES	4
A. Role of City Attorney	4
B. Keeping the City Informed.....	5
C. Sample Written Communication	5
D. Tracking and Managing Legal Costs	5
E. Proactively Advising the City Council and Other Officials	6
F. Working with the City Manager and Staff.....	6
G. Working with the Mayor and City Council	6
H. Work in Excess of the Retainer	7
I. Reimbursements.....	7
J. Cost/Benefit Analysis of Litigating or Settling Cases.....	7
K. Evaluating the Need for Additional Legal Assistance	7
L. Professional Development, Training and Keeping Current	7
VI. PROPOSED ATTORNEY(S).....	8
VII. BACKGROUND & CAPACITY.....	8
A. Staff Services Available	9
B. Awards, Honors and Public Recognition	9
VIII. EXPERIENCE OF OTHER ATTORNEYS TO ASSIST THE TOWN OF COLMA	9
A. Brown Act, Political Reform Act and Public Records Act.....	9
B. Land Use, Zoning, and CEQA	10
C. State Gambling Control Act.....	10
D. Public Contracts and Construction	10
E. Public Finance	10
F. Labor and Employment, Retirement Systems and Personnel Matters	11
G. Elections.....	11
H. Proposition 218 and Proposition 26	11
I. Storm Water Regulation, Waste and Recycling	12
J. Ordinances and Code Enforcement	12
K. Litigation.....	12
IX. REFERENCES.....	13
X. CLIENTS/POTENTIAL CONFLICTS OF INTEREST	13
A. Public Clients.....	13
B. Christopher Diaz – City Attorney and General Counsel Clients/Commitments	13
C. Adverse to Public Entities – Last Five Years	14
XI. FEE SCHEDULE	14
A. General Legal Services.....	14
B. Special Legal Services	14
XII. ADDITIONAL INFORMATION.....	15
A. Affidavit of Non-Collusion	15
B. BB&Knowledge	15

Appendix A
Appendix B
Appendix C

Sample Written Communication
Proposed Attorneys - Biographies
Public Clients List

III. EXECUTIVE SUMMARY

BB&K is a full-service law firm with more than 175 attorneys in eight offices in California and one office in Washington, D.C., delivering effective, timely and service-oriented solutions to complex legal issues facing public agencies. BB&K provides legal services to cities, counties, special districts, redevelopment/successor agencies, community services districts, school districts, joint powers authorities and other public agencies. BB&K attorneys practice virtually every legal specialty that would be of interest to the Town. The firm offers unparalleled breadth and depth of legal experience with “local firm” availability, responsiveness and familiarity.

BB&K recognizes that the Town is seeking 80 hours per month of legal services to be provided on a retainer basis. We are able and prepared to provide all the legal services listed in the RFP’s Scope of Services, as well as counsel and represent the Town on all issues likely to arise. We believe our body of work with the Town, along with our 124 years of experience providing legal services to municipalities and public agencies throughout the state make us ideally suited to continue to serve as your City Attorney.

BB&K proposes **Christopher J. Diaz** to serve as City Attorney for the Town of Colma. In addition to providing general municipal legal services, Chris has broad experience in CEQA and land use issues, the Brown Act, and state conflict of interest laws and would provide those services to the Town. He is very familiar with the Town and has been your assistant city attorney since the middle of 2013. In particular, Chris has worked with staff to update the Town’s procedures on criminal background checks, has provided AB 1234 training to the City Council and staff, assisted Roger with revisions to the nonprofit grants policy, drafted updates to land use ordinances to encourage economic development, and generally worked with staff to help implement the City Council’s vision and goals.

BB&K proposes a monthly retainer of \$16,800 for the Town with up to 80 hours of work. Our complete fee schedule and related details are provided in Section XI of this proposal.

IV. STATEMENT OF UNDERSTANDING

As noted above, BB&K and our proposed City Attorney Christopher Diaz are fully prepared and highly qualified to provide all the legal services listed in the RFP’s Scope of Services, as well as counsel and represent the Town on all issues likely to arise. We understand our responsibilities would include, at a minimum, the following General Legal Services:

- Attend all closed, regular and special City Council meetings and other such meetings as may be requested by the City Manager or City Council majority and as needed.
- Office hours at Town Hall twice a week for at least five hours each day, including the day of regular City Council meetings or as otherwise mutually agreed with the City Manager.
- Provide general legal services, routine legal assistance, advice and consultation to the City Council and City staff relating to the Meyers-Milias-Brown Act, general municipal and public law issues, potential tort liability and risk management.
- Except where conflict of interest rules require otherwise, supervise and coordinate the activities of all other counsel retained by the Town or working on behalf of the Town.
- Provide legal advice, telephone, email and personal consultations with members of the City Council, City Manager and with Town staff upon request of the City Manager.
- Review and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases, and other documents required by the City.
- Legal work pertaining to land use issues; including, but not limited to, property transactions (e.g., acquisitions, disposals), public improvements, easements, dedications, and right-of-way vacations.

- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the Town. Provide suggested action or changes in operations or procedures to assure compliance.
- Consult with the City Council and Town staff as needed, render legal advice and opinions (both oral and written), and perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.
- Enforce Town codes, zoning regulations and building standards
- Provide training and guidance with regard to the requirements of the Meyers-Milias-Brown Act, Open Meeting Law (Brown Act –Government Code 54550 et seq, Conflict of Interest (AB1234)), CEQA, the Public Elections Code, the Public Records Act and other legal requirements imposed by statute and common law.
- Advise the Council on municipal government legal matters, including parliamentary procedures for running meetings.
- Promptly return all calls and e-mails from the City Council and Town staff.
- Communicate with the press when authorized to do so by the City Council or City Manager.

We further understand our role would include, at a minimum, the following Litigation responsibilities:

- Represent the Town in civil litigation brought on behalf of or against the Town, as directed by the City Council.
- Provide litigation services to the Town in any and all matters assigned by the Town.
- Prosecute misdemeanor and infraction violations of the City Municipal Code.

We also understand our responsibilities could potentially include, at a minimum, the following Special Legal Services:

- Provide legal services pertaining to labor, employment, pension law (the Town is a member of CalPERS), public retirement systems, and personnel matters.
- Advice regarding taxes, assessments, fees, Proposition 218, and other financial advice.
- Environmental, other than routine review of negative declarations, environmental impact reports and other project-level environmental documentation.
- Real Estate, other than routine review of escrow documents, title reports, and contracts of sale.
- Insurance coverage matters, such as advice and representation regarding coverage disputes.
- Other specialized services as requested by the Town.

V. APPROACH TO LEGAL SERVICES

A. Role of City Attorney

The role of the City Attorney is to provide legal representation to the City. This includes not only defending the City in all legal matters but, more importantly, being proactive to ensure that the City is at all times complying with the law. Chris will work with the City to achieve its goals. We do not want to stand in the City's way. Instead, our practice, and Chris' practice, is to find the best legal options to implement the policies and goals of the City. It is important that the City Attorney be involved in City projects from inception to ensure that such projects are not held up by legal hurdles, and to work with the City in a pragmatic and cost-effective manner to minimize litigation risk.

The City Council, as a whole, is the City Attorney's client. This also means that if we provide advice to one Councilmember, we let the other Council members know about it. We treat each Councilmember the same as the other Councilmembers. We believe in full and open disclosure with the entire City Council, so you would never be caught by surprise about any communication or legal issue. We will look to the City Manager for direction on interacting with Town staff, and to the City Council for direction on furthering the City's

priorities, goals, and vision.

It is important that the City Attorney be professional and respectful at all times, not only to the City Council and Town staff but to all members of the community. When required to work with other public and private entities on the City's behalf, such as business owners and citizen's groups, Chris will ensure a respectful working relationship while zealously working toward achieving the City's objectives.

B. Keeping the City Informed

It is critical that the City Attorney maintain open lines of communication with the City Council, City Manager, and Town staff. BB&K's top priority is to keep the City apprised of all new developments on a regular basis. Chris will continue to update the City Manager on all matters through frequent communications. When faced with conflicting priorities, Chris will work with the City Manager to effectively prioritize matters. Chris will review agendas well in advance of City Council meetings to ensure that the City Council is apprised of all pending matters, and that such matters are properly reflected on the agenda. For any matter handled by a BB&K attorney other than Chris, he will be copied on all correspondence and receive continuous updates to ensure he is able to serve as a single point of reference to the City. He will provide email or telephone updates immediately when there is a significant legal event that relates to the Town.

It is very important that we are always available to any official, officer or employee of the City. This means that we will remain available in-person, by phone, or by email at all times of the day. We are judged by our clients on the quality, speed, and delivery of our service. Chris will continue to return phone calls as quickly as possible, frequently check email, and quickly answer routine inquiries.

C. Sample Written Communication

We are providing a sample written communication as Appendix A to this proposal.

D. Tracking and Managing Legal Costs

Chris will serve as the point of contact for the City Council, City Manager and other staff members, and will be responsible for keeping track of all BB&K attorneys serving the Town. He will review all itemized monthly bills prior to submitting them to you. This is to ensure there are no duplicate costs and that no attorney is overbilling the Town. Chris will frequently communicate with the designated Town official(s) on monthly bills in order to determine additional cost-saving methods and to ensure there are no surprise legal costs.

We internally track our legal costs to ensure that the agreed upon retainers and billing agreements are not exceeded. Our accounting department is well equipped to run detailed reports reflecting our billing history and trends. The Town will receive invoices reflecting the activity of each billing professional (attorney/clerk/paralegal) in detail as to date, amount of time, nature of work performed and cost. We also make sure to input as much detail in our billing entries as the Town needs to track reimbursable legal expenses.

We will work with the City Council and City Manager to employ a number of techniques to contain legal costs. First, unless the Town otherwise desires, we will only attend meetings at which we are needed. We want to add value at meetings and wisely use the Town's revenues. We will notify the City Manager when we are directly contacted by Town staff, copy the appropriate official(s) as requested on all communications, and keep the City Council and City Manager updated on pending matters. In addition, we can provide standard reimbursement agreements, which provide a detailed and enforceable method for developers and other third parties to reimburse the Town for certain legal service fees and costs. Our excellent paralegals, who are experts in core public law issues such as the Brown Act, the Public Records Act, and all matters of conflicts of interest, will also be available to Chris.

We make a concerted effort to find ways in which to combine similar research and work product for various clients, and we ask our cities to join in that effort. Clients benefit from the fact that BB&K is city attorney for cities throughout the state, and we find ways to share costs on the research and work product to the extent the issues are similar.

BB&K is able to take advantage of advanced legal tools for organizing and efficiently completing major

projects. The firm has videoconferencing capabilities in our offices that can be utilized so we can easily participate in video meetings with Town officials in lieu of travel for in-person meetings when appropriate.

E. Proactively Advising the City Council and Other Officials

We regularly provide training sessions for clients on critical areas of the law as well as new legislation and regulations that affect the workplace. Our attorneys hold informative webinars to educate clients and in-house attorneys on legislation, case law and current issues. Along these lines, BB&K prepares innovative publications to educate and assist public officials and their staffs confronted by these issues. In addition, Chris will regularly update the City Council and staff on new laws or changes in the law that affect how the City should operate.

Consistent with our past practice for the Town, BB&K can provide the 2-hour, AB 1234-mandated ethics training program for the Town, including for the City Council and designated employees (and keep it fun and interactive). As you know, the ethics training provides a critical overview of California's ethics laws pertaining to public officials and their responsibilities.

In addition, BB&K offers an optional Public Policy & Ethics ("PP&E") Program for local government clients. The Town is currently participating in this program. As you know, for a small annual additional charge, the PP&E Program provides elected and non-elected public officials with memoranda on laws that directly affect public agencies, such as the Political Reform Act, Fair Political Practices Commission Regulations, the Brown Act, and the Public Records Act. The Program also provides participants with updates on new legislation and judicial decisions affecting local governments. Because this service is valuable to all of BB&K's public sector clients, this program allows us to pool resources and provide a great deal of very valuable information for a fraction of the cost of what it would take to research these issues for individual clients throughout the year.

F. Working with the City Manager and Staff

Chris will serve as the point of contact for the City Council, City Manager and City staff.

Chris recognizes the importance of maintaining regular communications with the City Manager. In his role as City Attorney, he would initially meet with the City Manager in order to better understand and define short-term and long-term goals, objectives, priorities, and expectations. Thereafter, Chris would make himself available, as needed, to the City Manager to ensure that the City Attorney team is doing all that is necessary to implement the Town's objectives and address all your issues of concern.

With respect to the working relationship among the City Manager and other members of staff, Chris would work hand-in-hand with city staff as a member of the Town's management team.

Effective communication is the key to any successful working relationship, and our team, as led by Chris, will ensure that we have an open line of communication with the Town's management team as well as all members of city staff.

G. Working with the Mayor and City Council

Chris will manage and maintain primary responsibility for all work in our role with the City. He will attend all City Council meetings as well as all executive team staff meetings. Chris has a practice of listening closely at public meetings and proactively weighing in where appropriate to address legal issues or to prevent legal non-compliance.

Chris would work with the Mayor, the full City Council, the City Manager and City staff to proactively address legal issues that might arise on items that will be before the Council and/or items that are of interest to the Council. For example, Chris anticipates sending regular e-mails to the City Council if there is an item of particular concern to the Town, elected officials, or local government generally. To the extent that the issue involves anticipated litigation, he would meet with the Council in closed session and provide a closed session memorandum that analyzes the issues, provides options, and includes a recommendation. To the extent the matter does not allow for closed session, he would still provide a similarly detailed legal memorandum.

H. Work in Excess of the Retainer

We will make every effort to keep all general legal services work within the retainer hour limit. However, it has been our experience that the firm has been billing, on average, 90 hours per month for general legal services. With that in mind, we estimate approximately 10 hours may be billed outside the retainer, using the 80 hour retainer option. We estimate very little if any hours would be billed outside the retainer using the 90 hour retainer option.

Consistent with the Town's existing legal services agreement, certain work is defined as special legal services. We would expect the amount of work for special legal services to fluctuate depending on the Town's needs. On average, special legal services for the Town has been roughly 15-18 hours per month in 2014.

I. Reimbursements

BB&K does not charge for routine word processing, secretarial and office costs, including telephone and fax charges. Reimbursement of costs advanced by BB&K on behalf of the Town, as well as other expenses, will be billed at actual cost. These currently include but are not limited to, mileage at the IRS authorized rate, actual expenses for being away from our offices on Town business, postage, legal research and any cost of printing or reproducing documents, photographs or other items necessary for legal representation. Additionally, costs advanced on your behalf may include the preparation of transcript books, electronic media or any other costs associated with your matters. Our legal fees include routine word processing, secretarial and office costs, including telephone and fax charges.

Legal services provided to Colma for which the Town receives reimbursement (i.e. from a developer or other third party), would be billed at BB&K's then current standard rates. Costs will be billed as timely as possible. Some costs advanced will not be paid to the supplier until BB&K receives payment from you.

J. Cost/Benefit Analysis of Litigating or Settling Cases

Once a matter is brought to us by the City, we will meet with you to determine the most prudent course of action, taking into account myriad factors including cost, public relations, and all short-term and long-term ramifications. If a matter can be resolved through alternative dispute resolution ("ADR"), we will pursue this course with you. Our attorneys have worked with our municipal clients in matters resolved through mediation and other ADR methods as well as those requiring complex litigation. If, however, litigation is required, we will vigorously represent the City.

K. Evaluating the Need for Additional Legal Assistance

Chris will always use the best attorney for the job, rather than select an attorney just because he or she is associated with BB&K. If the best attorney for a particular matter is not associated with BB&K, Chris will make an appropriate recommendation to the City Council if outside legal counsel is required. It is important to remember, however, that BB&K has broad experience in all areas of the law, and it is likely that BB&K will have an attorney that can handle a matter in a particular area of law.

L. Professional Development, Training and Keeping Current

BB&K is dedicated to keeping our attorneys and clients up to date on current issues in municipal law. We track current trends in both state and federal law and incorporate them into our advice to our clients. As a Minimum Continuing Legal Education provider, the firm educates our attorneys regularly through focused training sessions.

Our lawyers regularly present papers at conferences, serve on committees, and provide seminars and webinars for organizations such as the League of California Cities, the Independent Cities Association, the Association of California Water Agencies, the California Special Districts Association and the International Municipal Lawyers Association.

VI. PROPOSED ATTORNEY(S)

BB&K proposes of counsel **Christopher J. Diaz** to serve as City Attorney for the Town of Colma.

We also propose **Stacey N. Sheston** for all labor and employment matters, **Tyree Dorward** for any public works or public contracting matters, and **Gene Tanaka** for any litigation matter. This team offers the Town deep and diverse experience. **Stacey** has routinely worked with Lori Burns, your Human Resources Manager on employment and human resources issues. **Tyree** is currently working on public contracting issues involving the proposed Town Hall renovation and expansion. In addition, our firm has a deep roster of other well-respected attorneys in virtually every area of practice that could be required should the Town face such matters, and such attorneys could be added to the team upon further review with the Town.

Chris will be in charge of all legal work assigned by the Town. He will be the primary contact person for all matters and will supervise all legal services provided by our firm. This approach will serve to avoid duplication of efforts among our attorneys and help minimize legal costs. Biographies for our proposed team, including their backgrounds and detailed information, are attached as Appendix B.

VII. BACKGROUND & CAPACITY

BB&K has been providing full-service public agency legal services since its founding in 1891 in Riverside, California by Raymond Best. In 1918, Mr. Best's son, Eugene, joined the firm and became a partner in 1925. In 1938, John G. Gabbert joined the Bests; in 1941, the firm became Best, Best & Gabbert. Several years later, James H. Krieger joined the firm, and in 1947, the firm became Best, Best, Gabbert & Krieger. In 1949, Gabbert left the firm and the partnership became known as Best, Best & Krieger, and has been in business under that name for the last 65 years.

BB&K is one of the most experienced municipal law firms in California. The firm currently represents more than 30 cities statewide as city attorney. BB&K's municipal practice focuses solely on helping public clients successfully maneuver through legal complexities and governmental mandates. Because BB&K has a history of extensive involvement in all aspects of municipal law, we have pioneered methods to deliver advisory and litigation services in a comprehensive and cost-effective manner. Our firm has extensive client experience with the Brown Act, Public Records Act, and state conflict of interest laws. Our approach ensures the highest quality and most timely representation available in California.

BB&K would serve the Town primarily from our Walnut Creek office, in which Chris is a resident. Contact information for that office is as follows:

Best Best & Krieger
2001 North Main Street, Suite 390
Walnut Creek, CA 94596
Main Phone: (925) 977-3300
Chris' Direct Dial: (925) 977-3309
Fax: (925) 977-1870

Chris and other members of the team can communicate with Town officials via email, telephone, cell phone or video conference. We can mutually determine the preferred method of regular communication. BB&K attorneys use a variety of mobile devices so they can provide legal services from any location at any time. Every attorney has voice mail, and we can set up conference calls whenever necessary. Through Internet e-mail connections, clients can easily transmit files between any of our offices, attorneys and staff, eliminating costs for unnecessary printing, copying and mailing. Microsoft Exchange and Outlook are used for e-mail, calendar and contact management. We have found that the use of e-mail communication expedites our services significantly, and High Tail is used for transmitting large email attachments or files between collaborating entities. The Firm's scanning software includes Xerox multi-function devices, Nuance PDF Pro 8, and AccuRoute which simplifies collaboration with scanned files.

A. Staff Services Available

Our excellent paralegals, who are experts in core public law issues such as the Brown Act, the Public Records Act, and all matters of conflicts of interest, will also be available to the City Attorney, as will our deep bench of experienced secretaries, IT staff, librarians, and other administrative personnel.

B. Awards, Honors and Public Recognition

Chris has practiced public agency related law for more than 10 years. Recently, he was honored for his work and experience by being selected to the Executive Committee of the Public Law Section of the State Bar of California. The Executive Committee is comprised of experienced public law attorneys throughout the state. Chris was also recently appointed by the City Attorney's Department President of the League of California Cities to the Community Services policy committee. Chris is serving the City Attorney Department of the League by reviewing pending legislation that could have impacts on cities throughout California.

With regard to BB&K, our attorneys and staff represent a wide range of personal experiences, countries of origin, ages, religions, and gender. In June 2014, *The American Lawyer* ranked BB&K #12 in attorney racial diversity out of more than 200 of the largest and highest-grossing law firms nationwide on their annual "Diversity Scorecard." The firm has ranked in the survey's top 30 for the past nine years.

Named a *Law360* "California Powerhouse" in July 2014, the firm was recognized by the editors of the national legal news website for being one of the state's top 20 firms not only for our comparative size, but also for our significant regional accomplishments in the last two years. The firm was specifically lauded by the editors for our unique public agency client base, including the many municipalities to which we serve as city attorney. Every year, BB&K and our attorneys are included on the "Best Law Firms" and "Best Lawyers in America" lists published by *U.S. News & World Report* and *Best Lawyers*, as well as top lawyer and law firm lists published by *Super Lawyers*. In addition, the *Daily Journal*, the prestigious legal trade newspaper, regularly recognizes the firm and our attorneys, including recent accolades for municipal law and development work.

VIII. EXPERIENCE OF OTHER ATTORNEYS TO ASSIST THE TOWN OF COLMA

BB&K is one of the most experienced municipal law firms in California and currently serves as city attorney to more than 30 California cities. As you know, BB&K has experience in all areas of municipal law and we can continue to serve the Town through this depth of experience.

As noted in Section VI, we propose **Stacey N. Sheston** for all labor and employment matters, **Tyree Dorward** for any public works or public contracting matter, and **Gene Tanaka** for any litigation matter. As detailed in their bios attached as Appendix B, these attorneys are highly qualified to support Chris' work as City Attorney. The firm also has a deep roster of other attorneys who are fully qualified to assist the Town in virtually every area of practice that could be needed, and such attorneys could be added to the team as necessary, with the Town's approval. Our firm's experience is described below.

A. Brown Act, Political Reform Act and Public Records Act

Chris and other BB&K attorneys have extensive expertise in advising clients on the interpretation and application of the Brown Act. Advice often pertains to:

- Requirements for agenda preparation, posting and distribution
- Closed session topics and reporting
- Notices and agendas for special and emergency meetings
- Adding agenda items after agenda is posted
- Conducting meetings by teleconferencing
- Application of the Brown Act to committees of official bodies
- Avoiding violations and penalties

Chris and other BB&K attorneys frequently provide advice and training workshops to elected and non-

elected public officials regarding conflict of interest laws including the Political Reform Act, self-interested contracts (Government Code Section 1090), campaign contribution conflicts, incompatibility of public offices, and AB 1234. We are informed of the most recent decisions from the Fair Political Practices Commission.

BB&K regularly advises clients on all aspects of California's Public Records Act. We routinely brief our clients on pending legislation and cases in the area. With the emergence of new technology, we regularly advise clients regarding the use of email, records retention and the public's right to access electronic information. We regularly speak at seminars and workshops regarding updates concerning the Public Records Act and email/technology issues. Our lawyers were involved with the preparation of the League of California Cities' book on the Public Records Act.

B. Land Use, Zoning, and CEQA

A core function of BB&K is to provide land use and planning services to our clients. We work on every aspect of the land use and planning process, from general plans to specific plans, from tentative maps to conditional use permits, from development agreements to zoning codes. We work closely with staff and elected officials to advise on all planning matters. In particular, Chris has extensive experience in the land use and zoning arena and has assisted other municipalities throughout the state with General Plan updates and other land use and zoning matters.

In addition, BB&K also assist clients with the legal review of other specialized land use matters such as wireless communication land use regulatory issues, negotiation and drafting of development agreements, the Subdivision Map Act and Permit Streamlining Act, sign regulations, impact fees, dedications, conditions and exactions and growth control measures.

BB&K's expertise in CEQA is recognized throughout California, where we are known for our ability to handle the complete CEQA environmental review and approval process for large scale public and private development projects. Our attorneys have assisted hundreds of clients through all aspects of the CEQA and land use entitlement process, from document preparation to any subsequent litigation. We also represent clients with pre-project planning and strategy – before CEQA is triggered – to minimize legal and project costs and to improve clients' environmental documents. As a further illustration of our CEQA expertise, BB&K prepares local CEQA guidelines on behalf of more than 70 public agency clients, including cities, school districts, water districts and special districts.

C. State Gambling Control Act

Over the past year, Chris has made himself familiar with state regulations applicable to Lucky Chances contained at Business and Professions Code 19800, et seq. Chris understands that the Town wants to continue to support Lucky Chances and has become familiar with these laws to facilitate and aid the Town in its support of the cardroom.

D. Public Contracts and Construction

BB&K routinely works with clients on all aspects of public agency contracting. We prepare sophisticated public works bid packages and contract document models, purchasing and other related contracts tailored to each clients' objectives. We work with our clients to avoid construction and other contract disputes. We also provide advice regarding compliance with competitive bidding, prevailing wage laws, and state and federal procurement. We aid public agencies with complex negotiations and litigation matters related to public works projects.

E. Public Finance

BB&K attorneys have assisted public agencies in a variety of financing matters for more than 30 years. In this regard, BB&K has acted as lead bond counsel, special counsel or underwriter's/disclosure counsel in the following types of financings:

- Certificates of participation
- Marks-Roos pooled financings

- Tax allocation financings
- Mello-Roos bonds
- Special assessment bonds
- General obligation bonds

In addition, we have extensive experience with current and advance refunding of bond issues, fixed and variable rate borrowings, and the use of short-term and long-term borrowings. Moreover, we have acted as bond counsel on borrowings using different credit enhancement techniques such as bond insurance, letters of credit, and GNMA, FNMA, and other mortgage-backed securities programs.

F. Labor and Employment, Retirement Systems and Personnel Matters

We counsel clients on all aspects of employment laws and human resources management issues, including wage and hour standards, layoffs, employee termination, discipline matters and personnel policies. We provide advice on compliance with state and federal laws such as Title VII, the Fair Employment and Housing Act, the Fair Labor Standards Act, the Americans with Disabilities Act, family leave laws, and the WARN Act. When workplace concerns arise out of the collective bargaining process we handle contract negotiations, impasse procedures, grievance and arbitration proceedings, union representation proceedings and unfair labor practice charges before local, state and federal agencies. Our lawyers regularly represent employers before the National Labor Relations Board, the Public Employment Relations Board, the California Department of Fair Employment and Housing, the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor and State Labor Commissioner, and the Division of Occupational Safety and Health, as well as before public agency personnel boards and civil service commissions.

BB&K has an in-depth understanding of the Public Employees' Retirement Law (PERL) and how CalPERS operates. We counsel public agencies on the design of employee benefit programs and issues presented by retirement programs and welfare benefit plans they establish and maintain for their employees. We advise clients on tax requirements as well as on fiduciary obligations under ERISA and state and local pension laws. BB&K attorneys are experienced in providing counsel to public employers on their ability to modify or reduce pension and retiree health benefits in light of California's vested rights doctrine. In addition, BB&K has substantial experience in designing tax-favored funding vehicles for post-retirement benefits and health benefits, such as VEBA's, Section 125 cafeteria plans and health reimbursement arrangements.

G. Elections

BB&K provides a wide range of advice to our clients on local, state and federal election laws. We routinely assist clients during all stages of the elections process including initiative drafting, filing, publication and circulation, spending limits, ballot arguments, campaign regulations, election contests, election timing, ballot security, recall procedures, ballot recounts, election result contests and other post-election matters. We regularly provide advice to clients on the conduct of regular, special and consolidated elections. We also advise clients on voter registration issues, candidate qualification and nomination procedures, ballot pamphlet issues, and ethics laws.

H. Proposition 218 and Proposition 26

Proposition 218 established numerous procedural requirements and substantive limitations on the use of revenue from water, recycled water, and sewer service fees and charges. BB&K attorneys work diligently with our clients to prevent or turn back legal challenges under the California Constitution and State law to these fees and charges. In this regard, we review utility rate and fee studies and prepare the notices of public hearings for the adoption of fees and charges to ensure compliance with these constitutional mandates.

Proposition 26 placed additional constraints on the ability of public agencies to raise revenue through the imposition of other one time fees and charges. BB&K proactively works with our clients to ensure that any fees and charges that they propose are not redefined as taxes under the requirements of Proposition 26 and subject to voter approval.

I. Storm Water Regulation, Waste and Recycling

Our attorneys are well versed in compliance and regulatory issues under federal and state water quality statutes and regulations. We have in-depth transactional and regulatory experience in water, sanitation and solid waste issues. We have been privileged over the years to represent, on a federal and state level, our numerous public agency clients in all aspects of the regulation of water, sanitation and solid waste matters.

Our practice includes advising our clients on the following issues:

- Compliance with state mandated recycling and solid waste reduction programs
- The negotiation and drafting of complex solid waste regulatory ordinances and franchise agreements
- The prosecution or defense of complex litigation, including actions involving breaches of agreements, enforcement of ordinances and compliance with state and federal law
- Compliance with state and federal regulations pertaining to publicly-owned treatment works, including California and federal Clean Water Act requirements
- Compliance with state and federal regulations pertaining to publicly-owned and privately-owned water systems, including negotiations with California and federal regulatory agencies
- Helping our clients draft informative and useful public information materials concerning water, sanitation and solid waste matters

J. Ordinances and Code Enforcement

BB&K's Municipal Law attorneys are available to provide and utilize a comprehensive approach to its code enforcement services. BB&K recognizes the importance of using a selective assortment of enforcement mechanisms available to municipalities. We also understand the importance of ensuring that code enforcement actions are cost-effective.

In this area, our attorneys provide specialized service in areas including:

- Administrative Proceedings
- Civil Litigation
- Cost Recovery
- Criminal Prosecutions
- Ordinance Drafting

We routinely work with city and agency staff on addressing areas of local codes that need to be changed due to changes in the law and local circumstances and on ensuring that local noticing and publishing requirements are being met. As city attorneys, we believe this is an essential part of being a part of a city's management team.

K. Litigation

Because BB&K has a history of extensive involvement in litigation on behalf of our municipal clients, we understand how to deliver advisory and litigation services in a comprehensive and cost-effective manner. Our approach ensures the highest quality and most timely representation available in California. It would be hard to find another law firm in California that has the breadth and depth of experience that BB&K possesses in municipal law and municipal law litigation.

One of the hallmarks of BB&K is its ability to offer its municipal and public agency clients a full range of litigation support. Drawing on the experience and expertise of more than 100 lawyers spanning many decades, BB&K is readily able to handle all of your potential litigation needs, including labor and employment, contracts, construction, environmental issues, condemnation and eminent domain, land use, CEQA, and water. We regularly enforce ordinances on behalf of our public agency clients and strive to avoid costly litigation whenever possible. In addition, having both public law and litigation "under one roof" affords BB&K the

opportunity to tailor its litigation services to better meet the particular needs of its municipal clients and promotes more effective litigation management.

As it pertains to tort liability, BB&K litigators have extensive experience representing public entities in all manner of tort liability cases, including premises liability, dangerous condition of public property, trip-and-falls, inverse condemnation, vehicle accidents, civil rights, police misconduct, and excessive force. BB&K’s litigators are experts in the Tort Claims Act and related laws which immunize public entities from many types of tort claims and limit municipal exposure in others. By utilizing these laws to their maximum advantage, BB&K has developed an exceptional track record of resolving tort liability cases quickly and efficiently, often in the very early stages of litigation and through alternative dispute resolution (“ADR”).

IX. REFERENCES

Please do not hesitate to contact any of the following references for a more in-depth discussion of Chris’s ability to provide high-quality services to the City.

<p>Steven Falk, City Manager City of Lafayette Phone: (925) 299-3211 Email: SFalk@ci.lafayette.ca.us Time period of services: September 2013 to the present</p>
<p>Tom Merrell, Director of Planning City of Jurupa Valley Phone: (951) 332-6464 Email: tmerrell@jurupavalley.org Time period of services: July 2011 to August 2013</p>
<p>Janet Coleson, City Attorney City of Pleasant Hill Phone: (707) 484-6506 Email: jcoleson@rwglaw.com Time period of services: July 2012 to August 2013</p>

X. CLIENTS/POTENTIAL CONFLICTS OF INTEREST

As your current City Attorney representative, we do not have any conflicts that could affect our work with the Town. Nonetheless, we did a thorough check and we have determined that we do not represent any public or private entity whose interests may constitute a conflict of interest that would prevent us from providing the services described in the RFP and in this proposal for the Town of Colma.

In addition, we have not identified any actual or potential conflicts relating to the Town, its officers, and staff.

A. Public Clients

Our list of current Public Clients is attached as Appendix C.

B. Christopher Diaz – City Attorney and General Counsel Clients/Commitments

Chris currently serves as Interim City Attorney for the City of Merced which meets on the first and third Monday of the month. Chris also serves as Assistant City Attorney for the cities of Lafayette and Clayton but does not routinely attend their respective City Council meetings. Lafayette has City Council meetings on the second and fourth Monday of the month and Clayton has City Council meetings on the first and third Tuesday of the month.

C. Adverse to Public Entities – Last Five Years

In terms of Chris’ representation of clients adverse to public agencies, he primarily represents public agencies. However, there is one instance where he has been adverse to a public agency over the last five years. In particular, he was adverse to the City of Riverside in litigation representing the City of Jurupa Valley in a CEQA related lawsuit filed in 2013. Chris no longer represents the City of Jurupa Valley and is not currently adverse to any public agencies.

XI. FEE SCHEDULE

We understand that as City Attorney, we will be required to provide services under a monthly retainer fee format for regular City Council meetings, special City Council meetings, staff meetings, office hours on site at the Town, communications with the Town, and legal work provided under the retainer. Moreover, routine travel expenses would be the responsibility of the law firm.

BB&K would bring continuity and familiarity that no other firm or practitioner could match. We will continue to serve the Town with the same quality services as we have done in the past.

Based on our relationship and in-depth understanding of the Town, we offer two retainer options: an 80 hour retainer at \$16,800 per month, or a 90 hour retainer at \$18,600 per month.

As mentioned earlier, our experience with Colma shows that in recent years we have spent closer to 90 hours per month for general legal services. Under the 80 hour retainer option, with 10 hours billed outside of the retainer, the Town would save approximately \$29,400 per year (\$2,450 per month). With the 90 hour retainer option, using no additional hours, the Town would save approximately \$33,600 per year (\$2,800 per month).

A. General Legal Services

BB&K proposes a choice between two retainer options:

General Legal Services	
Retainer	\$16,800 per month (80 hours)
Additional Hours	\$215 per hour

Or, as an alternative option:

General Legal Services	
Retainer	\$18,600 per month (90 hours)
Additional Hours	\$215 per hour

Both of these options would include a minimum of 10 office hours per week.

B. Special Legal Services

Special Legal Services shall include the following types of services: complex litigation, labor and employment, personnel, public retirement systems, non-routine advice on taxes, assessments, fees, Proposition 218 and other financial matters, non-routine environmental law, water law, non-routine real estate services, telecommunications, insurance matters, and other matters mutually agreed upon.

BB&K proposes the following hourly rates:

Special Legal Services	Hourly Rate
Partners and Of Counsel	\$270 per hour
Associates	\$210 per hour
Paralegals and Law Clerks	\$170 per hour

XII. ADDITIONAL INFORMATION

A. Affidavit of Non-Collusion

BB&K warrants and covenants that this proposal is not made in the interest of, or on behalf of, any non-disclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and non-collusive or sham; that BB&K has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham proposal, or that another person or entity shall refrain from submitting a proposal under this RFP or otherwise; that BB&K has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix its proposal price or the proposal price of any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that BB&K has not, directly or indirectly, submitted our proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, entity, corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

B. BB&Knowledge

BB&K has launched a new online resource center for public agencies: www.BB&Knowledge.com. BB&Knowledge shares our attorneys' unique perspectives on the trends and issues public agencies face every day. The site includes insightful articles, blog posts, videos, presentations, and white papers authored by our attorneys. It also includes links to trending news articles and other relevant resources (such as governing body websites, industry organization resources, etc.). Specific topics include Economic Development, Environmental Law, Ethics, Labor and Employment, Land Use, Public Finance, Public Safety, Renewable Energy, and Telecommunications Law, among others. You can subscribe by email or RSS feed to receive new BB&K content posted to the site.

APPENDIX A
(SAMPLE WRITTEN COMMUNICATION)



BEST BEST & KRIEGER
ATTORNEYS AT LAW

April 2012

Memorandum

To: CITY MANAGERS, GENERAL MANAGERS AND CHIEF EXECUTIVE OFFICERS
From: BEST BEST & KRIEGER LLP
Re: FAIR POLITICAL PRACTICES COMMISSION OVERHAULS GIFT REGULATIONS

Over the last four years, the Fair Political Practices Commission (“FPPC”) adopted a number of amendments to the gift regulations regarding the types of gifts required to be disclosed and those requiring disqualification by public officials under the Political Reform Act (“Act”). In December 2011, the FPPC completed an almost year-long review of its gift regulations. Over a series of meetings, the FPPC adopted a revised and updated set of gift regulations for public officials. The FPPC states that the purpose of these amendments is to make these regulations more readable, internally consistent, and less duplicative. Some changes codify some of the FPPC’s long-standing advice on certain gift questions provided in the form of advice letters to public officials.

The purpose of this memo is to provide an update on the key changes that have taken place. In particular, we want to identify the rules that are simple codifications of existing advice or clarifications on existing rules versus those rule changes that result in either increased or reduced obligations on the part of the local agency and/or public official. All of the gift changes discussed in this memorandum became effective January 1, 2012. However, for those rule changes that are substantive in nature, these changes do not apply for any gifts received in 2011. Therefore, any significant amendments will only affect Form 700s that will be prepared for calendar year 2012 and following.

BACKGROUND

A. Basic Rule

The Act prohibits public officials from accepting certain gifts valued at more than the existing annual gift limit¹ from a single source. The Act requires public officials to disclose on their Form 700s certain gifts that aggregate to \$50 or more in value from a single source. There are, however, numerous exceptions to these two general rules. A public official may not receive a gift if its value exceeds the gift limit unless a gift exception applies. Unlike other reportable interests and sources of income, sources of gifts are reportable on a filer’s Form 700 regardless

¹ The gift limit of \$420 is applicable until December 31, 2012. All references to the gift limit will be for this amount. (Cal. Code Regs., tit. 2 § 18940.2.)



BEST BEST & KRIEGER
ATTORNEYS AT LAW

of geographic location if the source is made reportable by the filer's disclosure categories or requirements.

Government Code section 82028(a) defines a gift as follows:

“Gift” means, except as provided in subdivision (b), any payment that confers a personal benefit on the recipient, to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person, other than a criminal defendant in a criminal action, who claims that a payment is not a gift by reason of receipt of consideration has the burden of proving that the consideration received is of equal or greater value.

A gift includes tangible and intangible things, property, and services received where the public official does not provide full consideration for the value of the benefit received, and the forgiveness of a debt. (Cal. Code Regs., tit. 2 § 18940.²)

B. Gift Exceptions

Government Code section 82028(b) lists six items that are explicitly not considered gifts, under the Act, as follows:

- Informational materials, such as books;
- Gifts that are not used and are returned within 30 days of receipt or donated to a nonprofit 501(c)(3) entity without being claimed as a charitable contribution for tax purposes or for which reimbursement is paid;
- Gifts from various specified family members (discussed further below) so long as the donor is not acting as an agent or intermediary for a non-family member;
- Reportable campaign contributions;
- A devise or inheritance; and
- Personalized plaques and trophies with an individual value of less than \$250.

Before these new gift regulations, Regulation 18942 listed 12 exceptions to the gift rules of which the first six were taken directly from the exceptions listed in Section 82028(b). Regulation 18942 has now been expanded to include 18 exceptions of which the six new exceptions are primarily (but not exclusively) codifications of existing interpretations by the FPPC. To the extent these new regulations are more than just codifications of past advice letters, we will make this distinction below.

² All references to regulations are to Title 2, California Code of Regulations.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

OTHER CHANGES TO GIFT EXCEPTIONS

A. Family Gifts

By statute, the old regulations stated gifts from certain family members were not considered reportable, or subject to the gift limits. The FPPC has expanded this list of family members to include certain additional extended family members and their spouses and former spouses. However, the gift will be reportable and subject to the gift limit if the family member is acting as an agent or intermediary for any person not identified as a family member in this list. (Regulation 18942(a)(3).)

B. Catch-All Provision

The new gift regulations also include a “catch-all” provision that exempts any gift where it is clear that (a) the gift was made because of an existing personal or business relationship unrelated to the official’s position, and (b) there is no evidence whatsoever at the time the gift is made that the official makes or participates in the type of governmental decisions that may have a reasonably foreseeable material financial effect on the donor of the gift. The purpose of this exception is to provide an “out” when overly-broad conflict of interest codes, adopted by many agencies, prohibit acceptance of gifts that have no relationship to the official’s activities and there is no basis for the prohibition to begin with. In other words, if a public official receives a gift for a purely social reason due to a pre-existing social relationship and the gift does not fall under any other exception, the gift will not be subject to the gift limits or reporting requirements so long as (a) the donor is not a lobbyist and (b) it is not reasonably foreseeable that the official will make a decision that will have a material financial effect on the donor. (Regulation 18942(a)(18).)

Filers should take care when applying this exception because the filer will have the burden of proving its applicability. No one will be able to say “I didn’t know” when applying this provision to exempt a source.

C. Prizes or Awards

A prize or award received in a bona fide competition that is unrelated to the official’s status is not subject to the gift limit. The prize, however, may be reportable as income if the value is \$500 or more and the source is reportable under the official’s reporting requirements. A bona fide competition is one that is “open to the public” and not a drawing confined to a select group such as attendees of a conference comprised of certain public officials. The new gift regulations now clarify that a “bona fide competition” includes a contest, competition, or game of chance. The amended regulation further states that if the official wins the California State Lottery, the prize is not reportable as income. (Regulation 18942(a)(13).)



BEST BEST & KRIEGER
ATTORNEYS AT LAW

GIFTS TO OFFICIAL THROUGH A FAMILY MEMBER

This regulation is designed to determine when “legitimate” gifts given to an official’s spouse or child should be attributable to the spouse or child and when the gift is really an indirect means of influencing the public official. A family member includes both the public official’s spouse and dependent child(ren). In an effort to reach a gift given to a college student who would normally not be considered a child, a “family member” for this purpose also includes a child between 18 and 23 who is a student, has the same principal place of residence as the official (even if the child is attending college), and does not provide over one-half of his or her own support.

Unless the gift otherwise meets an exception, a gift provided to a family member is considered a gift to the official if either: (1) there is no established relationship (either working, social or similar) between the family member and the donor that would lead one to conclude that it was appropriate for the gift to be given to the family member; or (2) evidence suggests that the donor had a reason to influence the official. Evidence suggesting that the donor had a reason to influence the official includes:

- The payment is made by a lobbyist registered to lobby the official’s agency;
- The payment is made to a family member by a donor (or agent) and the donor is involved in an action or decision before the official’s agency in which the official will reasonably foreseeably participate or in an action or decision in which he/she participated within the last 12 months; or
- The payment is made to a family member by a donor who has a contract with the agency, or the person has a business that regularly seeks contracts with, or comes before, the agency to receive a license, permit, or other entitlement and the official may reasonably foreseeably make or participate in a governmental decision related to that donor (or the official has participated in such a decision). If the donor has less than ten percent interest in the business, such person is not included under this section. (Regulation 18943.)

AIR TRAVEL

Under the old gift regulations, air travel provided to public officials on non-commercial flights was valued at the normal or usual charter fare or rental charges for a comparable flight divided by the number of Form 700 filers and certain members of the U.S. Government on board the flight plus any additional value received – food, drinks, and entertainment. The new gift regulations provide that the value of non-commercial air transportation is quantified by determining the value of the normal and usual charter fare or rental charge for a comparable flight divided by the number of passengers on board the flight, regardless of their official status. Thus, a public official who receives a ride on a charter flight must now determine the cost of the



BEST BEST & KRIEGER
ATTORNEYS AT LAW

normal charter fare or rental but divide that fare or charge by the total number of passengers aboard the flight not just the number of certain public officials. (Regulation 18946.5.)

CONCLUSION

The revised regulations clarify a number of the regulations and also include new exceptions that will make “normal” everyday gift-giving situations easier to address. The substantive changes in the gift regulations are not retroactive to the 2011 calendar year. Therefore, public officials who complete their Form 700s in 2012 for the 2011 calendar year will continue to apply the old regulations, including any long-standing advice not codified until this round of changes. On a going-forward basis for 2012, the substantive changes in the gift regulations will apply.

The FPPC has not finished its regulation overhaul project. It plans to next address the definition of “personal benefit” and revise the travel regulations in the early part of this year. In addition, the FPPC has just begun to embark on a project to revise the conflict of interest regulations.

KARA UEDA
PARISSH KNOX

APPENDIX B
(PROPOSED ATTORNEYS - BIOGRAPHIES)

Christopher J. Diaz

Of Counsel



Christopher J. Diaz represents public agencies in a wide range of government law issues, with an emphasis on the California Environmental Quality Act, land use issues, conflicts of interest and ethics laws and the Brown Act. He is an of counsel attorney in the Municipal Law practice group of Best Best & Krieger LLP's Walnut Creek office, and a member of the firm's Environmental Law & Natural Resources and Special Districts practice groups. Christopher has provided legal counsel to various public agencies in California and currently serves, or has served, as interim, acting and assistant city attorney, and acting and assistant general counsel for cities and special district clients throughout Northern California.

Christopher has considerable experience advising public agency clients on transactional compliance with CEQA, and regularly reviews environmental impact reports, mitigated negative declarations, negative declarations and initial studies. In this regard, he has provided strategic advice to public agency clients to avoid potential CEQA litigation. Christopher also regularly advises public agency clients on the myriad of land use laws, including state planning and zoning laws, the Subdivision Map Act and the Williamson Act.

In addition to his CEQA and land use background, Christopher has a strong passion for ensuring open and honest government and regularly advises public agency clients on state conflict of interest and ethics laws and the Brown Act. He has considerable experience in interpreting regulations adopted by the state Fair Political Practices Commission and has drafted various opinion letters to elected and appointed officials on compliance with the Political Reform Act and Government Code section 1090. Christopher has also provided training to elected and appointed officials and public agency staff regarding AB 1234 and Brown Act compliance.

Christopher is actively involved with the League of California Cities and currently serves on its Community Services Policy Committee as the City Attorney's Department appointee. Christopher was also recently appointed to a three-year term on the Executive Committee of the Public Law Section of the State Bar of

Walnut Creek

2001 N. Main Street
Suite 390
Walnut Creek, CA 94596

P: (925) 977-3309
Christopher.Diaz@bbklaw.com

Education

- University of California, Los Angeles (UCLA), J.D.
- University of California, San Diego, B.A.

Admissions

California

Bar Number

235249

California.

Although Christopher has lived in almost every major city in California, he now calls the Bay Area home. When he isn't in the office or in a public meeting, Christopher enjoys hiking with his dog Charlie, wine tasting and spending time with friends and family.

Activities

- California State Bar Public Law Section Executive Committee (2014-2017)
- League of California Cities' Resolutions Committee (2014)
- League of California Cities' Community Services Policy Committee (2013-2014)

Gene Tanaka

Partner



Since 1985, Gene Tanaka has worked at BB&K, where his practice focuses on environmental, land use and public agency litigation. He strives to reduce the uncertainty of litigation for his clients with budgets and case analyses and by taking a consistent approach to each matter.

Environmental Litigation

Environmental litigation can be complicated, protracted and very expensive. Early preparation and evaluation are key to obtaining favorable results and efficiently directing experts and discovery. Gene has used this approach in a wide range of environmental matters.

Clean Water Act and Resource Conservation and Recovery Act : Represented the City of Merced in an action brought by approximately 2,200 plaintiffs for alleged chemical and biological contamination, CWA and RCRA violations, and flood damages. The City obtained dismissal of the CWA and RCRA claims and settled on favorable terms.

Comprehensive Environmental Response, Compensation, and Liability Act: Represented the City of Colton in approximately 10 federal and state lawsuits, in litigation lasting nearly 10 years, over perchlorate groundwater contamination. The cases settled with Colton recovering almost all of its damages, and the responsible parties funding a nearly \$100 million cleanup.

California Hazardous Substances Account Act: Represents Los Angeles County before the California Department of Toxic Substances Control regarding the cleanup of the former BKK Carson Landfill and cost recovery from numerous public agencies and private entities.

Water Law: Represented North Kern Water Storage District as co-counsel in a three month bench trial concerning pre-1914 appropriative water rights. North Kern prevailed on appeal. *North Kern Water Storage District v. Kern Delta Water District*, 147 Cal. App. 4th 555 (2007).

Walnut Creek

2001 N. Main Street
Suite 390
Walnut Creek, CA 94596

P: (925) 977-3301
Gene.Tanaka@bbklaw.com

Education

- Columbia Law School, Columbia University, J.D.
- Columbia College, Columbia University, B.A., political science

Admissions
California

Bar Number
101423

California Radiation Control Law and Federal Land Policy and Management Act: Represented the City of Needles in two related lawsuits that helped prevent the licensing of a low-level radioactive waste facility at Ward Valley, Calif.

Land Use Litigation

Public agencies must balance the rights of project applicants with their land use policies. Gene has helped public and private clients strike the right balance in many different land use lawsuits.

Fair Housing Act and Civil Rights Act: Plaintiffs claimed a regulatory taking and violations of the CRA and FHA regarding the City of Claremont's implementation of its sewer policy and its opposition to plaintiffs' Alzheimer's facility. After a six-day jury trial, the jury found for the City. The City prevailed on all claims after an appeal to the Ninth Circuit. *Sanghvi, et al. v. City of Claremont, et al.*, 328 F.3d 532 (9th Cir. 2003).

Regulatory Takings: Lockheed Martin sued the Riverside County Habitat Conservation Agency, Riverside County and seven cities for \$90 million claiming that their endangered species habitat conservation plans amounted to a regulatory taking and other legal violations. All claims except the permanent takings claim were dismissed by the trial court and court of appeal. Defendants settled the permanent taking claim by purchasing the property close to their appraised value with mostly state funding.

California Endangered Species Act: Successfully represented RCHCA, Riverside County and seven cities in defending a habitat conservation plan for an endangered species under the CESA. *San Bernardino Valley Audubon Society v. City of Moreno Valley*, 44 Cal.App.4th 593 (1996).

Mello Roos Act: Plaintiff challenged Riverside County's formation of a district under the Mello Roos Act. Gene successfully defended the County before the trial court and court of appeal. *New Davidson Brick Co. v. County of Riverside*, 217 Cal.App.3d 1146 (1990).

Public Agency Litigation

With nearly 30 years of experience representing public agencies, Gene has had the good fortune to handle many interesting and unique cases.

First Amendment: A neighborhood association sued for access to Riverside Unified School District's elementary school under the First Amendment. After two appeals to the U.S. Ninth Circuit Court of Appeals, the parties settled the case.

1965 Voting Rights Act: Defended THE Merced County Local Agency Formation Commission in a federal court case regarding the Voting Rights Act of 1965. LAFCO prevailed on a motion to dismiss.

California Cartwright Act: Defended the Cucamonga Valley Water District in an antitrust lawsuit regarding its ownership of a mutual water company. Following class certification and extensive discovery, CVWD settled with mostly insurance proceeds.

Publications

- "Double Jeopardy and More: Citizen Suits Under The Clean Water Act," *IMLA's Municipal Lawyer*, March/April 2013
- "What The Frack – Legal Liability for Hydraulic Fracturing," *California Bar Journal*, Summer 2012 (co-authored with Shawn Hagerty)
- "Walking the Tightrope Over Stormwater Management and Liability," *California Bar Journal*, Fall 2011 (co-authored with Shawn Hagerty)
- "Finding The Missing Link of Toxic Torts: Using 'Cottle' Orders to Determine Causation," *California Environmental Law Reporter*, Dec. 2010

Teaching

For the past 25 years, Gene has taught trial advocacy and deposition skills for the National Institute of Trial Advocacy and others in Boulder, Col.; Denver; Des Moines, Iowa; San Diego, Calif.; Belfast, Ireland; Osaka, Japan and Hobart, Australia.

Awards

Northern California Super Lawyer - Environmental Litigation (2011-2014)

Tyree K. Dorward

Partner



Tyree K. Dorward is a partner in Best Best & Krieger LLP's San Diego office. He is chair of the firm's Education Law practice group and a member of the Environmental Law & Natural Resources practice group. Mr. Dorward's practice focuses primarily on school business and facilities issues, public works purchasing, bidding, construction and environmental issues.

Mr. Dorward counsels school districts on all aspects of school facilities, construction and modernization, including compliance with the California Environmental Quality Act, CDE and DTSC oversight, the legal requirements for school site acquisition, alternative construction delivery methods, and the state funding process. Mr. Dorward also regularly advises school districts on other general business and governance issues such as the purchase and disposal of real and personal property, the use of school facilities under the Civic Center Act, joint use facilities, and the collection of development impact fees.

In addition to school districts, Mr. Dorward works with a variety of other public agencies in all matters associated with public works purchasing, bidding, and construction, including drafting contract language, resolving bidding and bonding issues, addressing stop notice claims, as well as architectural and construction disputes.

Mr. Dorward regularly participates and speaks at workshops and training sessions with a variety of school district organizations including the Coalition for Adequate School Housing (CASH), the California Association of School Business Officials (CASBO), the California School Boards Association (CSBA) and the Community College Facility Coalition (CCFC).

Mr. Dorward received his B.S. in Environmental Policy Analysis and Planning from the University of California, Davis. He received his Juris Doctorate degree from the University of San Diego School of Law and was admitted to the California Bar in December of 2000.

San Diego

655 West Broadway
15th Floor
San Diego, CA 92101

P: (619) 525-1338

F: (619) 233-6118

Tyree.Dorward@bbklaw.com

Education

- University of San Diego (USD),
J.D. (2000)
- University of California, Davis,
B.S.

Admissions

California (2000)

Bar Number

211086

Stacey N. Sheston

Partner



Stacey N. Sheston is a partner in the Labor & Employment practice group of Best Best & Krieger LLP. She is also a member of the firm's executive committee. Prior to joining BB&K in 2010, she was a shareholder, practice group leader and chief talent officer on the management committee of McDonough Holland & Allen in Sacramento.

Ms. Sheston's practice includes day-to-day employment advice such as dealing with problem employees (including discipline and terminations), handling harassment complaints and investigations, responding to requests for disability accommodations, addressing wage and hour and leave of absence questions, responding to grievances and unfair practice charges, and drafting employment agreements, handbooks and policies. On the litigation side, Ms. Sheston represents employers in mediations, arbitrations, administrative hearings and court proceedings (including jury and non-jury trials) arising out of employment matters including wrongful termination, breach of contract, unpaid wages, harassment, discrimination, and retaliation.

Ms. Sheston is a member of the State Bar of California, the Employee Relations Policy Committee of the League of California Cities, the Sacramento County Bar Association Labor & Employment Section, Women Lawyers of Sacramento, and the California Public Employers Labor Relations Association. She is also a former editorial chair of, and contributor to, the Personnel Chapter of the *Municipal Law Handbook* (CEB 2010).

From 2012 to 2014, Ms. Sheston was named by her peers as a *Northern California Super Lawyer* for employment and labor law.

Presentations

- Presenter, "Employment Law Update," League of California Cities Attorney Division, September 2009, May 2009, September 2008, May 2008
- Presenter, "Absence Makes the Heart Grow Fonder. . . Update on New FMLA Regulations," Northern California Employment Law & HR Forum, September 2009

Sacramento

500 Capitol Mall
Suite 1700
Sacramento, CA 95814

P: (916) 551-2099

F: (916) 325-4010

Stacey.Sheston@BBKLaw.com

Education

- University of California, Davis,
J.D. (1996)
- Drake University, B.A., *cum laude*
(1990)

Admissions

California (1996)

Bar Number

186016

- Presenter, "Coping with the Firefighters Bill of Rights," April 2008
- Presenter, "Wage & Hour Issues," Council on Education & Management, Sacramento, 2005
- Presenter, "Workplace Harassment & Internal Investigations," Council on Education & Management, Sacramento, 2005
- Presenter, "AB 1825 / Harassment Prevention Training," (frequent)
- Presenter, "How to be a Better Supervisor," (frequent)
- Presenter, "Local Agency Labor Negotiations 101" (frequent)

Awards

Super Lawyers Top Women Attorneys in Northern California (2014)

APPENDIX C
(PUBLIC CLIENTS LIST)

PUBLIC CLIENTS LIST

Accelerated School, The	Akaku: Maui Community Television
Alameda County Resource Conservation District	Alameda County, CA
Alameda, City of	Alameda, County of
Alhambra Civil Service Commission	Alhambra, City of
Aliso Viejo, City of	Alpha Fund
Alpine Springs County Water District	Alvord Unified School District
Amador Regional Sanitation Authority	Amicus Project
Anaheim City School District	Anaheim Transportation Network
Anaheim Union High School District	Anaheim, City of
Anderson, City of	Ann Arbor, Michigan, City of
Anne Arundel County MD	Antelope Valley-East Kern Water Agency
Apple Valley Fire Protection District	Apple Valley Professional Business Improvement District
Apple Valley, Town of	Arcadia, City of
Arcata, City of	Arlington TX, City of
Association of California Water Agencies (ACWA)	Association of California Water Agencies (ACWA)/ JPIA
Atlanta GA, City of	Atlanta Hartsfield Airport
Auburn, City of	Avalon, City of
Azusa, City of	Banning Public Library District
Banning Unified School District	Bay Area Regional Interoperable Communications System
Bear Valley Unified School District	Beaumont-Cherry Valley Recreation & Park District
Beckwourth Fire District	Bellevue WA, City of
Benicia, City of	Bettendorf IA, City of
Beverly Hills Unified School District	Big Bear Area Regional Wastewater Agency
Big Bear City Community Services District	Big Bear Fire Authority
Big Bear Lake, City of	Big Independent Cities Excess Pool Joint Powers Authority
Billings MT, City of	Board of State and Community Corrections
Bonsall Unified School District	Borrego Springs Fire Protection District
Boston Cable Commission	Brentwood, City of - Special Counsel
Bridgeport Public Utilities District	Brownsville, Texas, City of
Butte County Association of Governments	Butte, County of
Cabazon Water District	Cablevision Fee Coalition
Cajon Valley Union School District	CALCOG
Calhoun County AL	California Association of Local Agency Formation Commission
California Association of Resource Conservation Districts	California City, City of
California Department of Water Resources	California Fire & Rescue Training Authority
California Planned Parenthood Education Fund	California Redevelopment Association
California State University (SDSU)	California Statewide Communities Development
California Vanpool Authority	Calipatria Unified School District
Calleguas Municipal Water District	Calvert County MD

PUBLIC CLIENTS LIST

Cambrian School District	Capistrano Unified School District
Capistrano-Laguna Beach Regional Occupational Program	Capital Public Radio, Inc.
Carlsbad, City of	Carousel Broadcasting
Carpinteria Unified School District	Carpinteria-Summerland Fire Protection District
Casitas Municipal Water District	Castaic Lake Water Agency
Cedar Falls Utilities	Cedarville County Water District
Central School District	Central Valley Flood Protection Board
Ceres, City of	Chaffey College
Charles County MD	Chino Valley Independent Fire District
Chula Vista, City of	Civic San Diego
Claremont, City of	Clayton, City of
Clearlake, City of	Coachella Valley Association of Governments
Coachella Valley Cemetery District	Coachella Valley Conservation Commission (CVCC)
Coachella Valley Resource Conservation District	Coachella Valley Unified School District
Coachella Valley Water District	Coachella, City of
Colma, Town of	Colton Housing Authority
Colton Joint Unified School District	Colton, City of
Comcast - Time Warner - FCC Review Coalition	Commission on Judicial Performance CJP
Community College League Of California's Retiree Health	Concord, City of
Continuing Education For Public Officials, Inc.	Contra Costa Transportation Authority
Corona Housing Authority	Corona, City of
Coronado Unified School District	Costa Mesa, City of
Cosumnes Community Services District	County Medical Services Program Governing Board
County of Riverside Document Systems Group	County of Riverside Property Tax Systems Group
Covina, City of	CPS Cooperative Personnel Services
CPUC Renewal Rulemaking	Crescent City, City of
Crest Forest Fire Protection District	Crestline-Lake Arrowhead Water Agency
CTA Rebanding	Cucamonga Valley Water District
Culver City, City of	Cupertino, City of
Cypress School District	Daly City, City of
Davis, City of - Administrative Services	Davis, City of - Capital Improvement Projects
Davis, City of - City Council	Davis, City of - City Manager's Office
Davis, City of - Community Services	Davis, City of - Fire Department
Davis, City of - Litigation	Davis, City of - Planning & Building Department
Davis, City of - Police Department	Davis, City of - Public Works
Davis, City of - RDA Successor Agency	Dehesa School District
Dekalb County GA	Del Mar Union School District
Del Mesa Carmel Community	Descanso Community Water District
Desert Community College District	Desert Healthcare District
Desert Healthcare Foundation	Desert Mountain SELPA
Desert Recreation District	Desert Sands Unified School District

PUBLIC CLIENTS LIST

Desert Water Agency	District of Columbia's Office of Cable Television
Dixon Regional Watershed Joint Powers	Dixon Watershed Real Property Acquisition JPA
Duke Energy Corporation	East Bay Municipal Utility District
East Bay Neighborhood Housing Service	East Kern Cemetery District
East Palo Alto Sanitary District	East Valley SELPA
Eastern Sierra Community Services District	El Centro School District
El Centro, City of	El Dorado Hills County Water District
El Paso De Robles, City of - Administrative Services	El Paso De Robles, City of - City Manager's Office
El Paso De Robles, City of - Emergency Services	El Paso De Robles, City of - Library & Recreation
El Paso De Robles, City of - Litigation	El Paso De Robles, City of - Planning & Building
El Paso De Robles, City of - Police	El Paso De Robles, City of - Public Works
El Paso De Robles, City of - RDA Successor Agency	El Paso De Robles, City of - Water Rights Issues
El Toro Water District	Elephant Butte Irrigation District
Elk Grove Unified School District	Elsinore Valley Municipal Water District
EMF Safety Network	Encinitas Union School District
Encinitas, City of	Energy Coalition, The
Environmental Science Associates (ESA)	ERC Broadband
Escalon, City of	Escondido Union High School District
Escondido, City of	Fairbanks North Star Borough
Fairfax County VA	Fallbrook Public Utility District
Fallbrook Union High School District	FCC Wireless NPRM (2013)
Fern Valley Water District	Florin Resource Conservation District
Fontana, City of	Fortuna, City of
Foundation for the Great Park	Fountain Valley School District
Fresno Council of Governments	Fresno, County of
Friant Water Authority	Fullerton School District
Fullerton, City of	Fulton County GA
Galt, City of	Gardena, City of
Georgia Municipal Association	Gillette WY, City of
Gold Coast Health Plan	Gold Coast Transit District
Gold Mountain Community Services District	Goleta, City of
Graeagle Community Services District	Greensboro, NC, City of
Grossmont Union High School District	Gustine, City of
Hanover County VA	Harlingen, TX, City of
Harrison NY, Town of	Havasu Water Company
Hawthorne, City of	Hayward, City of
Heartland Communications Facility Authority	Helix Water District
Hi-Desert Memorial Health Care District	Hi-Desert Water District
Hidalgo County	High Tech High
Hillsborough County Aviation Authority	Hillsborough, CA, Town of
Honey Lake Valley Resource Conservation	Horton Plaza Theatres Foundation

PUBLIC CLIENTS LIST

District	
Houston TX, City of	Howard County, MD
Hudson County, New Jersey	Humboldt County
Huntington Beach City School District	Huntington Beach Union High School District
Imperial County SELPA	Independent Cities Finance Authority
Indian Wells, City of	Inglewood, City of
Inland Empire Resource Conservation District	Inland Valley Development Agency
International Municipal Lawyers Association	Ironhouse Sanitary District
Irving TX, City of	Jackson, City of
Jackson, Wyoming, Town of	Jacksonville NC, City of
Jefferson School District	JM Pipe Project
Judicial Council of California	June Lake Public Utility District
Jurupa Community Services District	Jurupa Unified School District - #C-1000453 (JUSD)
Kansas Vs. Colorado (Supreme Court)	Kern County Water Agency
Kern Housing Authority of the County of	Kern, County of
King County, WA	Kings River Water Coalition Authority
Kirkland WA, City of	Kitch Drutchas Wagner Valitutt
La Bahia Tower Coalition	La Canada Flintridge, City of
La Canada Unified School District	La Habra Heights, City of
La Habra, City of	Lafayette, City of
LAFCO of El Dorado County	LAFCO of Marin County
LAFCO of Merced County	LAFCO of Orange County
LAFCO of San Bernardino County	LAFCO of Santa Clara County
Laguna Beach, City of	Laguna Niguel, City of
Lake Arrowhead Community Services District	Lake County, Il
Lake Forest, City of	Lake Hemet Municipal Water District
Lakeport, City of	Laredo TX, City of
Lawndale Elementary School District	League of California Cities
Lemon Grove School District	Lewis Center For Educational Research Academy
Lewisboro, New York, Town of	Lincoln, City of
Loma Linda, City of	Long Beach Public Transportation Company
Los Altos CA, City of	Los Angeles CA, City of
Los Angeles CA, City of - AT&T Peg Litigation	Los Angeles CA, County of
Los Angeles Community College District	Los Angeles County Metropolitan Transportation Authority
Los Angeles County Sanitation District	Los Angeles, County of
Los Angeles, Housing Authority of the City of	Los Banos, City of
Los Osos Community Services District	Los Rios Community College District
Lower Tule River and Pixley Irrigation District	Lowndes County GA
LPDB Joint Venture	Madera County Transportation Commission
Madera Unified School District	Main San Gabriel Basin Watermaster
Mammoth Lakes, Town of	Managed Risk Medical Insurance Board
Manteca, City of	March Joint Powers Authority
Marin, County of	Maywood, City of

PUBLIC CLIENTS LIST

McAllen TX, City of	Media Bridges Cincinnati
Mendocino County Resource Conservation District	Mendocino Unified School District
Menifee, City of	Menlo Park, City of
Merced, City of (Interim City Attorney)	Metro Wastewater JPA
Metropolitan Transit System	Metropolitan Washington Airports Authority
Metropolitan Water District	Miami County OH
Michigan Municipal League	Mission Resource Conservation District
Mission, Texas, City of	Modesto, City of
Mojave Desert Air Quality Management District	Mojave Desert Resource Conservation District (MDRCD)
Montclair, City of	Monte Vista Water District
Montebello, City of	Monterey County, California
Monterey Regional Waste Management District	Monterey, City of
Montgomery County, MD	Moreland School District
Moreno Valley Unified School District	Moreno Valley, City of
Morgan Hill Economic Development Corporation	Moulton Niguel Water District
Mount San Jacinto Winter Park	Mountain View CA, City of
Municipal Water District Of Orange County (MWDOC)	Murphys Sanitary District
Murrieta Valley Unified School District	Napa County
Napa, City of	National Beef Packing Company LLC
National City, City of	National Emergency Number Association
Natomas Basin Conservancy	Needles, City of
NEM 2.0	NEM-PAC - CPUC/AB 327
Nevada, County of	Newark NJ, City of
Newman, City of	Newport Beach, City of
Newport-Mesa Unified School District	Nipomo Community Services District
Norris School District	North City West School Facilities Financing Authority
North County Cemetery District	North County Transit District
North Marin Water District	Northern Inyo County Local Hospital District
Northwest Mosquito and Vector Control District	Oakland, City of
Ocean View School District	Oceanside Community Development Commission
Oceanside Unified School District	Oceanside, City of
Oceanside, City of - Water Utilities Department	Office Depot Collective
Omnitrans	Onslow County NC
Ontario Chamber of Commerce	Ontario Convention Center
Ontario, City of	Orange County Department of Education
Oxnard Harbor District	Oxnard, City of
Pacific Grove, City of	Padre Dam Municipal Water District
Palm Desert Charter Middle School	Palm Desert Housing Authority
Palm Desert, City of	Palm Desert, City of - RDA Successor Agency

PUBLIC CLIENTS LIST

Paradise Valley, AZ, Town of	PARSAC
Partnership for Los Angeles Schools	Pasadena Glen Community Services District
Pasadena, City of	Perris Elementary School District
Perris Union High School District	Perris, City of
Peterson, Don	Philadelphia PA, City of
Piedmont, City of	Pima County, Arizona
Pinellas County, FL	Pittsburg, City of
Pitzer College	Placentia Library District
Placentia, City of	Placer County Resource Conservation District
Placer Hills Fire Protection District	Placerville, City of
Plumas Brophy Fire Protection District	Plumas County Community Development Commission
Plumas-Eureka Community Services District	Plymouth, City of
Portland OR, City of	Poway Unified School District
Poway, City of	Prince George's County, Maryland
Projects-Public Law	Ramona Municipal Water District
Ramsey/Washington Counties Suburban Cable Commission	Rancho California Water District
Rancho Cucamonga Redevelopment Agency, Successor Agency	Rancho Cucamonga, City of
Rancho Miguel, Inc.	Rancho Pauma Water Company
Rancho Simi Recreation and Park District	Redlands Redevelopment Agency
Redlands Special Services	Redlands, City of
Redondo Beach, City of	Redwood City CA, City of
Redwood City, City of	Regents of the University Of California
Regional Cooperative Care Partnership	Resource Conservation District of Greater San Diego
Resource Conservation District of the Santa Monica Mountains	Rialto, City of
Richmond, City of	Rim of the World Recreation and Park District
Rio Dell, City of	River Plaza Properties, LLC
Riverbank, City of	Riverside Community College District
Riverside County Citrus Pest Control Dist.#2	Riverside County Economic Development Agency
Riverside County Flood Control & Water	Riverside County Housing Authority
Riverside County Information Technology Department	Riverside County Mediation Panel
Riverside County Office of Education	Riverside County Transportation and Land Management Agency
Riverside County Transportation Commission (RCTC)	Riverside Unified School District
Riverside, City of	Riverside, City of (Interim City Attorney)
Riverside, County of	Riverside-Corona Resource Conservation District
Rocklin, City of	Rosemead School District
Roseville, City of	Rotary Club of Fontana

PUBLIC CLIENTS LIST

Rowland Water District	Running Springs Water District
Rural County Representatives of California	Sacramento Child Advocates
Sacramento County Bar Association	Sacramento Groundwater Authority
Sacramento Housing & Redevelopment Agency	Sacramento Housing and Redevelopment Agency
Sacramento Metropolitan Cable Television Commission	Sacramento, County of
Saint Paul MN, City of	Salton Sea Authority
San Bernardino Associated Governments (SANBAG)	San Bruno CA, City of
San Buenaventura, City of	San Diego Area Wastewater Management District
San Diego Association of Governments (SANDAG)	San Diego Community College District
San Diego County Regional Airport Authority	San Diego County Superintendent Of Schools
San Diego Unified Port District	San Diego Unified School District
San Dieguito Water District	San Gabriel Valley Water Association
San Geronio Memorial Healthcare District	San Geronio Pass Water Agency
San Jacinto Basin Resource Conservation District	San Jacinto Unified School District
San Jacinto, City of	San Joaquin, County of
San Jose, City of, Redevelopment Agency	San Luis Obispo, City of
San Marcos Public Financing Authority	San Marcos Unified School District
San Marcos, City of	San Miguel Consolidated Fire Protection District
San Miguel Fire Protection District	San Pablo, City of, Local Successor Agency of the City
San Ysidro School District	Sand City, City of
Santa Ana River Water Company	Santa Ana, City of
Santa Barbara School District	Santa Barbara, City of
Santa Clara Ca, City of	Santa Clara Valley Water District
Santa Cruz, City of	Santa Cruz, County of
Santa Fe Irrigation District	Santa Margarita Water District
Santa Maria, City of	Santa Rita Hills Community Services District
Santa Rosa, City of	Santa Ynez River Water Conservation District #1
Santee School District	Santee, City of
Saratoga, City of	Saugus Union School District
Sausalito, City of	Scarsdale NY, Village of
SDG&E Peak Hours Coalition	SDRMA - Special District Risk Management Authority
Shafter, City of	Shasta, County of
Sheridan WY, City of	Sierra Valley Resource Conservation District
Simi Valley, City of	Siskiyou, County of
Solana Beach Unified School District	Sonoma County Waste Management Agency
Sonora, City of	Sourcewise Community Resource Solutions
South Bay Irrigation District	South Bay Union School District

PUBLIC CLIENTS LIST

South Coast Air Quality Management District	South Coast Air Quality Management District (SCAQMD)
South Mesa Water Company	South Montebello Irrigation District
South Orange County Wastewater Authority	South Tahoe Public Utility District
Southern San Joaquin Valley Water Quality Coalition	Southgate Recreation & Park District
Southwest Resource Management Association	Southwestern Community College District
St. Clair County, Illinois Emergency Telephone System Board	St. Louis MO, City of
St. Mary's County, MD	Stanton, City of
Starting Gate Educational Services (SGES)	State Center Community College District
State Water Contractors	State Water Project Contractors Authority
Stockton, City of	Summit Fire District
Sweetwater Authority	Sweetwater Union High School District
Tacoma, City of, WA, Department of Public Utilities	Tahoe City Public Utility District
Tahoe-Truckee Sanitation Agency	Telecommunity
Temecula Valley Unified School District	Thousand Oaks, City of
Truckee Fire Protection District	Truckee Meadows Water Authority With Woodburn & Wedge
Truckee, Town of	Tucson, Arizona, City of
Tulare County Health and Human Services Agency	Tulare, County of
Tuolumne County	Turlock Irrigation District
Tustin Unified School District	Twentynine Palms Water District
U.C. Riverside Foundation	Ukiah, City of
Union City, City of	University of California at Davis
University of California at Riverside (UCR)	Upland Unified School District
Vallejo, City of	Valley Center Fire Protection District
Valley Center Municipal Water District	Valley Sanitary District
Valley Wide Recreation and Park District	Ventura County Resource Conservation District
Ventura, City of	Vernon, City of
Victor Valley Wastewater Reclamation Authority	Victorville, City of
Visalia, City of	Vista Irrigation District
Vista Unified School District	Walnut Creek, City of
Warren Valley Basin Watermaster	Washington Charter School
Water Conservation Garden Authority JPA	Water Facilities Authority
Waters of the Us Coalition	Weslaco Independent School District
West Covina, City of	West End SELPA
West Orange County Consortium For Special Education	West Valley Mosquito and Vector Control District
Wested JPA	Western Municipal Water District
Western Municipal Water District Veba Trust	Western Riverside Council of Governments (WRCOG)
Western Riverside County Regional Conservation Authority-	Western Shasta Resource Conservation District

PUBLIC CLIENTS LIST

Westlands Water District	Westminster School District
Wheatland Fire Authority	White Plains NY, City of
Whittier Union High School District	Whittier Utilities Authority
Willacy County, Texas	Willards MD, Town of
Williams, City of	Wilmington DE, City of
Winston-Salem NC, City of	Winters, City of
Wireless Infrastructure Order 6409(A) Coalition	Woodland, City of
Woodland-Davis Clean Water Agency	Yolo County
Yolo County Resource Conservation District	Yuba CA, City of
Yuba, County of	Yuma AZ, City of

ORDINANCE NO. _____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

ORDINANCE AMENDING SECTION 5.15.060 OF THE
COLMA MUNICIPAL CODE, RELATING TO REQUESTS FOR REASONABLE
ACCOMMODATIONS IN HOUSING

The City Council of the Town of Colma does hereby ordain as follows:

ARTICLE 1. CMC SECTION 5.15.060 AMENDED.

5.15.060 Consideration of Request; Public Hearing.

(c) *Findings.* The written decision to grant or deny a request for reasonable accommodation shall be based on consideration of the factors set forth below.

- (1) Whether the housing, which is the subject of the request, will be used by an individual with a disability under the Acts.
- (2) Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
- (3) Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the Town.
- (4) Whether the requested reasonable accommodation would require a fundamental alteration in the nature of the Town program or law, including, but not limited to, land use and zoning. If the Town determines that a requested accommodation would result in a fundamental alteration or an undue financial or administrative burden, the Town may take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive equal access to the benefits or services provided by the Town.

ARTICLE 2. SEVERABILITY.

Each of the provisions of this ordinance are severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 3. NOT A CEQA PROJECT.

The City Council finds that adoption of this ordinance is not a "project," as defined in the California Environmental Quality Act (CEQA) pursuant to Guideline 15061(b) because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making. At the time a request for reasonable accommodation is submitted to the

Town consistent with this ordinance, subsequent environmental review will be conducted at that time in full compliance with CEQA.

ARTICLE 4. EFFECTIVE DATE.

This ordinance including the vote for and against the same shall be posted in the office of the City Clerk and on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and shall take force and effect thirty (30) days after its passage.

Certification of Adoption

I certify that the foregoing Ordinance No. ### was introduced at a regular meeting of the City Council of the Town of Colma held on February 11, 2015, and duly adopted at a regular meeting of said City Council held on March 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Roger Peters
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Bulk Television Services

RECOMMENDATION

Staff recommends that the Council adopt the following resolution:

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE A BULK
 CABLE TELEVISION SERVICES AGREEMENT

EXECUTIVE SUMMARY

Following the February 17 study session on the Comcast and AT&T proposals to provide television services at a bulk rate, staff contacted DirecTV and obtained its pricing schedule. Using that information, staff has identified at least three possible configurations for providing television service to the residents:

- Comcast to provide service to all 427 residences and Town buildings ("Comcast Only configuration");
- AT&T to provide service to 385 residences and Comcast to provide service to 42 remaining buildings ("AT&T – Comcast Only configuration"); and
- AT&T to provide service to 385 residences, DirecTV to provide service to 39 residences, and Comcast to provide service to 3 Town buildings ("AT&T – DirecTV configuration").

Staff recommends the Comcast Only configuration for the reasons stated in this Report. The proposed resolution would authorize the City Manager to negotiate a definitive form of contract with Comcast Corporation to provide television service to all 424 households and 3 Town buildings at a bulk rate of \$30 per unit, payable by the Town ("Comcast Only configuration"). The quoted rate does not include taxes and regulatory fees, but does include fees that some providers are now charging, such as broadcast fees and sports programming fees. Any upgrades or additional services would be paid by the resident. The contract would be for five years and would be renewable annually.

FISCAL IMPACT

The proposed contract with Comcast for bulk television services will cost the Town \$153,720 in its first year and \$816,120 for the five-year term.

BACKGROUND

In 2002, the Town contracted with TCI Cablevision, the predecessor to Comcast Corporation, to provide cable television services to all residents. Since then, the Comcast contract has been renewed every three to five years. Currently, the contract is for an annual term that expires on January 31, 2016.

Last year, the Town asked AT&T if it would be interested in providing television services to Colma residents. After studying costs and feasibility, AT&T offered to provide bulk television services to 385 households as explained in the Analysis section below. The Town made a similar request to Comcast, and Comcast responded with its own offer.

The City Council held a study session on this matter on February 17, 2015. Notice of the study session was delivered to each household in the Town and was posted on the Town's three official bulletin boards.

During or after the study session, AT&T verbally amended its proposal by offering to:

- Reduce the monthly fee for each unit from \$31 to \$30;
- Provide a discount for bundled services (TV - phone - internet); and
- Provide, without charge, two wireless transmitters/receivers to each household that lacked proper wiring to connect an additional TV to the incoming signal wire.

During or after the study session, Comcast verbally amended its proposal by offering to provide two additional converter boxes for each household, at no charge.

The two amended proposals are explained and compared in the Analysis section and are shown in italics in the tables in the Analysis section. A section entitled, "Three Alternative Configurations" discusses the arguments in favor of each configuration.

ANALYSIS

Dwelling Units Covered

There are 424 dwelling units in Town, located in the Sterling Park neighborhood, the Hoffman complex, the Verano townhouses, the Creekside Villas, and residences scattered along El Camino Real, Mission Road and Hillside Boulevard. Comcast has offered to provide television service to all 424 households and three public facilities (See, *Exhibit C*) and AT&T has offered to provide television service to 385 households (*Exhibit D*). AT&T is unable to provide coverage to the remaining units (*Exhibit A*), so the remaining 39 households and the three public buildings could continue to be served by Comcast or by another provider (such as Dish TV or DIRECTV).

AT&T Infrastructure

AT&T would need to spend approximately \$127,000 to construct and install the infrastructure to provide television service to the 385 dwelling units in Colma. AT&T needs eight months from execution of a contract to complete the build-out. If a decision were made at the March 11 meeting to contract with AT&T as the primary provider, the infrastructure would be completed in sufficient time to begin service to the 385 households on February 1, 2016.

The infrastructure work consists of installing fiber optic cable from a central source to three boxes currently located in the sidewalks in Town. From each of the three boxes, AT&T would deliver the TV signal over the existing telecom wire to each household. Typically, no additional work is needed to install the AT&T signal inside a house except to deliver one DVR-converter to each home.

In some homes, AT&T may not be able to use the existing wires to deliver the signal to any additional TVs; in that situation, AT&T will provide, without charge, two wireless transmitters/receivers to deliver the signal.

Comparison of Comcast and AT&T Proposals

The following two tables succinctly compare the two proposals. The comparisons in the first table are from the Town's perspective, while the comparisons in the second table are from each resident's perspective. Comcast's and AT&T's amendments to their original proposals are shown in *italics*.

Deal Point	AT&T	Comcast	Differences
TABLE 1 - POINTS OF SIGNIFICANCE TO TOWN			
Coverage	385 residential units	424 residential units and 3 Town buildings	Comcast covers entire town. With AT&T, two providers are needed to serve the entire Town.
Base Rates (payable by Town)	<i>\$30.00 per unit per mo</i> Plus taxes & regulatory fees	\$30.00 per unit per mo Plus taxes & regulatory fees	Minimal
Broadcast TV Surcharges	Normal surcharge of \$4/mo will be waived in contract.	Normal surcharge of up to \$3.50/mo will be waived in contract.	Minimal
Sports programming surcharge	None at this time. AT&T will agree to waive future programming fees.	None at this time. Comcast will agree to waive programming fees.	None

Deal Point	AT&T	Comcast	Differences
Equipment Included	1 "Total Home" DVR and 1 remote control <i>2 wireless boxes, where needed</i>	1 digital converter (DCT) box and 1 remote control	With AT&T, the resident has recording capability without additional fee; with Comcast, the resident would pay an added fee. (See below)
Rate Escalator on Base Fee	5% per year	3% per year	See Table below, "Comparison of Relative Costs"
Term	5 years, auto renewal for 1 year periods	5 years, plus year-to-year renewals on mutual consent	5 years, plus year-to-year renewals on mutual consent
TABLE 2 - POINTS OF SIGNIFICANCE TO RESIDENTS			
Channels	U-verse TV U-200 (200+ channels)	Digital Starter (140+ channels)	See "Comparison of Channel Lineups"
HD Services Fees	\$10 per mo	\$10 per mo	None
DVR Services Fees	None. DVR service is included with U200 at no additional fee.	\$10 per month Alternatively, the user could upgrade to X1 platform and then would get DVR service.	For residents who want to record shows, AT&T's offer is less expensive.
Additional Receivers	\$9 per month.	<i>Two additional receivers at no charge</i>	Minimal
Discount for Bundled Services: Phone-TV-Internet	Yes	Yes	Minimal
Point of Contact	Yes	Yes	None

Because AT&T and Comcast charge differing amounts for upgraded services, each individual would have to make his or her own evaluation of the cost differences between the two proposals. For example, Comcast charges \$1 more for each additional TV, but may charge less for a certain premium channel. Thus, to the individual who wants that premium channel,

Comcast would have a lower cost while to the individual who doesn't want that premium channel, AT&T would be lower.

Three Alternative Configurations

Under AT&T's proposal, the Town would have to find an alternative way to provide television service to 39 residential units and three Town buildings. As of this date, the Town has identified two alternatives: Comcast and Direct TV. DirecTV requires the installation of a satellite dish on each rooftop that wants service. For that reason, the Town would use Comcast for the three public buildings. Thus, there are three possible configurations for providing television service to the residents:

- Comcast would provide service to all 427 residences and Town buildings
- AT&T would provide service to 385 residences and Comcast to provide service to 42 remaining buildings
- AT&T would provide service to 385 residences, DirecTV to provide service to 39 residences, and Comcast to provide service to 3 Town buildings

This section analyzes the three alternative configurations, including the arguments for each configuration. When comparing all three configurations, the Comcast Only configuration is recommended because of cost, continuity and convenience. However, when comparing the AT&T-Comcast configuration against the AT&T-DirecTV configuration, it's a tie.

A comparison of costs is a two-step analysis. The first step is to determine the per-unit costs and the second, to calculate the cost over five years for the entire Town.

Under the Town's current contract, Comcast charges for television service to the residential units only; it does not charge the Town anything more for service to three public buildings. Under all three configurations, the Town would pay for television service to the three public buildings as well as the residential dwelling units. Comcast proposes to charge \$30 per unit per month for bulk TV services to 427 units while AT&T proposes to charge \$30 per unit per month for bulk TV services to 39 units. Neither Comcast nor DirecTV will provide a bulk rate for the 39 units; rather, both will charge their respective retail rates. Comcast's retail rate is \$70.95 plus \$1.50 broadcast fee for the Digital Starter configuration, while DirecTV's retail rate is \$24.99 for the first twelve months and \$59.99 thereafter. This table shows the per-unit cost under these various pricing plans:

<i>Pricing Plan</i>	<i>Monthly cost per unit</i>
Comcast's Current Bulk Rate for 427 units	\$52.87
Comcast's Proposed Bulk Rate for 427 units	\$30.00
AT&T's Proposed Bulk Rate for 385 units	\$30.00

Comcast's Retail Rate	\$72.45
DirecTV's Retail Rates – First 12 months	\$24.99
Thereafter	\$59.99

This table shows the total cost to the Town for five years under each of the three configurations:

<i>Configuration</i>	<i>Total cost for 5 years</i>
Under current contract	\$1,428,171
AT&T – Comcast configuration	\$959,848
AT&T – DirecTV configuration	\$908,861
Comcast only configuration	\$816,120

Exhibit E to this Staff Report contains tables comparing the Town's year-by-year costs under the three configurations.

The foregoing table demonstrates that each of the three configurations would substantially reduce the Town's costs over five years, and that the Comcast Only configuration would produce the greatest cost reduction. Besides cost, there are other arguments and considerations for each of the configurations. Staff can offer arguments or considerations for each configuration.

The arguments for the Comcast Only configuration are cost, convenience and continuity. The Comcast Only configuration reduces the Town's cost by about \$600,000 over five years and is lower by about \$90,000 than the next lower configuration. By staying with Comcast, residents would continue with the familiar television channel line-up and could be spared the inconvenience of changing bundled services packages or changing email addresses.

A strong argument based on future competition can be made for either of the other two configurations. By selecting AT&T as the provider for most of the Town, the Town would be creating an opportunity for AT&T to continue to compete for the Town's franchise in the future. Upon being selected, AT&T would build an infrastructure that would still be in place five years from now, which would position AT&T to bid for continued services to the Town. Thus, by selecting AT&T, the Town would be assured of competition five years from now. With competition, the Town can be assured of getting the best price at that time and in the future.

Conversely, by selecting Comcast, the Town would be effectively foreclosing an opportunity for AT&T, or any other provider, to compete for the franchise in the future because it would be unduly expensive to then build the infrastructure. Without competition, the Town would be vulnerable to excessive price increases in the future.

Besides future competition, there are other considerations in favor of either AT&T configuration. First, it could be argued that AT&T's configuration, which includes recording capability at no additional charge, offers better value for the residents. Second, AT&T's fiber-optic cable system would provide faster speed for internet service than Comcast's co-axial cable system, although this advantage may be short-lived because Comcast will likely be upgrading its system to fiber-optic cable.

Choosing between the AT&T-Comcast configuration and the AT&T-DirecTV configuration comes down to weighing two factors: that the AT&T-DirecTV configuration is the better of the two configurations because of its lesser cost; and the AT&T-Comcast configuration is the better of the two configurations because it does not require satellite dishes on the rooftops.

Because Comcast and DirecTV are both charging retail prices for the 39 households, the Town can have Comcast service any number of units and DirecTV service the others. For example, the Town could elect to have Comcast serve the 18 households at Creekside Villas, DirecTV service 21 households (39 minus 18), and AT&T service 385 households.

AT&T needs at least eight months to build its infrastructure and another two months to roll-out its service to the residents. If the Council were inclined to select either of the AT&T configurations, it should approve the AT&T proposal at this meeting to give AT&T sufficient time to provide service before the current Comcast contract expires.

Comcast's proposal expires March 16, but Comcast has indicated it would give the Town an extension if needed.

CONCLUSION

Staff recommends that the Council adopt the proposed resolution giving the City Manager authority to negotiate a definitive agreement with Comcast Corporation. However, given the history of long response times from Comcast, the proposed resolution provides that, if a definitive agreement cannot be finalized within a reasonable period of not less than 30 days, then the City Manager is authorized to negotiate a definitive agreement with AT&T.

ATTACHMENTS

- A. Table: List of Residences that Cannot Be Served by AT&T
- B. Table: Comparison of AT&T and Comcast Channels
- C. Comcast Proposal
- D. AT&T Proposal (used with permission from AT&T)
- E. Comparison of Costs of Three Configurations
- F. Resolution

This page left intentionally blank.

LIST OF RESIDENCES THAT CANNOT BE SERVED BY AT&T

1051	El Camino Real		Colma	CA	94014
1180	El Camino Real	A	Colma	CA	94014
1180	El Camino Real	B	Colma	CA	94014
1180	El Camino Real	C	Colma	CA	94014
1180	El Camino Real	D	Colma	CA	94014
1180	El Camino Real	E	Colma	CA	94014
1180	El Camino Real	F	Colma	CA	94014
1180	El Camino Real	G	Colma	CA	94014
1180	El Camino Real	H	Colma	CA	94014
1180	El Camino Real	I	Colma	CA	94014
1180	El Camino Real	J	Colma	CA	94014
1180	El Camino Real	K	Colma	CA	94014
1180	El Camino Real	L	Colma	CA	94014
1180	El Camino Real	M	Colma	CA	94014
1180	El Camino Real	N	Colma	CA	94014
1180	El Camino Real	O	Colma	CA	94014
1180	El Camino Real	P	Colma	CA	94014
1180	El Camino Real	R	Colma	CA	94014
1180	El Camino Real	S	Colma	CA	94014
1222	El Camino Real	A	Colma	CA	94014
1222	El Camino Real	B	Colma	CA	94014
1232	El Camino Real		Colma	CA	94014
1242	El Camino Real		Colma	CA	94014
1350	Hillside Blvd	1	Colma	CA	94014
1450	Hillside Blvd	2	Colma	CA	94014
1450	Hillside Blvd	3	Colma	CA	94014
1450	Hillside Blvd	4	Colma	CA	94014
1520	Hillside Blvd		Colma	CA	94014
1801	Hillside Blvd		Colma	CA	94014
1905	Hillside Blvd		Colma	CA	94014
2003	Hillside Blvd		Colma	CA	94014
2005	Hillside Blvd		Colma	CA	94014
2101	Hillside Blvd		Colma	CA	94014
2700	Hillside Blvd		Colma	CA	94014
2702	Hillside Blvd		Colma	CA	94014
2704	Hillside Blvd		Colma	CA	94014
2706	Hillside Blvd		Colma	CA	94014
2708	Hillside Blvd		Colma	CA	94014
2710	Hillside Blvd		Colma	CA	94014

Creekside Villas (1180 El Camino Real)	18
Other units	21
<i>Total # Households</i>	39

This page left intentionally blank.

Comparison of Comcast and ATT Channel Offerings
Sorted by Ascending Channel Number

Comcast Digital Starter	Channel / Network	ATT U200
X	On Demand	X
	BROADCAST TV	
X	FOX (KTVU 2)	X
X	NBC (KNTV 3)	X
X	KRON (MY Network 4)	X
X	CBS (KPIX 5)	X
X	KICU (IND 36)	X
X	ABC (KGO 7)	X
X	KTSF (Channel 26)	X
X	PBS (KQED 9)	X
X	HSN	X
X	Univision (KDTV 14)	X
X	QVC	X
	KQSL (IND 8)	X
X	Unimas (KFSD)	
	Unimas (KFSF 66)	X
X	KOFY (IND 20)	X
X	KRCB PBS 22	X
X	Total Living Network (KTLN)	X
X	KMTP 32	X
	As Seen on TV	X
X	MundoFOX (KCNS 38)	X
X	Estrella (KTNC 42)	X
X	KCSM (College of San Mateo)	X
X	The CW (KBCW 44 or 12)	X
X	KSTS 48	X
X	Azteca (KEMO 50)	X
X	KQEH (PBS)	X
X	Ion Network (KKPX)	X
	BASIC CABLE	
X	TNT	X
X	TBS	X
X	AMC	X
X	Discovery Channel	X
X	BBC America	X
X	USA	X
X	FXX	X
X	FX	X
X	A&E	X
X	E!	X
X	Galavision	
	MeTV	X
X	TVLand	X
X	Comedy Central	X
X	Spike TV	X
	AWE	X

Comparison of Comcast and ATT Channel Offerings
Sorted by Ascending Channel Number

	SyFy	X
	Chiller	X
X	BET	X
	TV One	X
	Cloo	X
	Crime and Investigation Network	X
	TruTV	X
	Justice Central	X
X	OWN (Oprah Winfrey Network)	X
	Game Show Network	X
	RLTV	X
X	ABC Family	X
X	WGN America	X
X	Bravo	X
	NuvoTV	X
X	Up TV	
	Turner Classic Movies	X
	FX Movie Channel	X
X	MoviePlex	
	Sundance TV	X
X	Hallmark Channel	
X	Hallmark Movies	
	NEWS	
X	CNN	X
X	HLN	
	Fusion	X
	One America News	X
X	Fox News	X
X	Fox Business	X
X	MSNBC	X
X	CNBC	X
	Al Jazeera America	X
X	Bloomberg Television	X
X	The Weather Channel	X
	Time Life Channel	X
X	C-SPAN	X
X	C-SPAN2	X
X	C-SPAN3	X
X	TLC	X
	EDUCATION	
X	Animal Planet	X
X	Travel Channel	X
X	History Channel	X
X	H2	X
	Science Channel	X
	American Heros Channel	X
X	Investigation Discovery Channel	X

Comparison of Comcast and ATT Channel Offerings
Sorted by Ascending Channel Number

	National Geographic	X
	National Geographic WILD	X
X	FYI	X
	Military History Channel	X
	FAMILY/CHILDREN	
X	Disney Channel	X
	Disney XD	X
	Disney Jr	X
X	Nickelodeon	X
	Nicktoons	X
	Nick Jr	X
	TeenNick	X
X	Cartoon Network	X
X	Sprout	
	Boomerang	X
	Discovery Family	X
	SPECIAL INTEREST / LIFESTYLE	
X	Lifetime	X
X	LMN	X
X	Oxygen	X
X	WE	X
X	Esquire	X
X	Home Garden TV (HGTV)	X
X	Food Network	X
	DIY Network	X
	Cooking Channel	X
X	TVGN	
X	Jewelry TV	X
	MUSIC VIDEO	
X	MTV	X
	MTV2	X
X	VH1	X
	VH1 Classic	X
X	Country Music Television (CMT)	X
	Great American Country	X
	Country Deep	X
	Fuse	X
	FAITH BASED	
	Trinity Broadcasting	X
	Eternal World TV	X
	Daystar	X
	Inspiration Network	X
	Church Channel	X
	Family Net	X
	BYU	X
	FD TV	X
	JUCE	X

Comparison of Comcast and ATT Channel Offerings
Sorted by Ascending Channel Number

	World Network	X
	Family Entertainment TV	X
	SonLife	X
X	EWTN	
X	TBN	
SPORTS		
X	ESPN	X
	ESPN Classic	X
	ESPNNews	X
	ESPNU	X
X	ESPN2	X
	NFL Network	X
X	NBC SportsNet	X
X	Golf Channel	X
X	Fox Sports1	X
	Fox Sports2	X
X	Pac 12 Bay Area	X
X	Comcast SportsNet Bay Area	X
X	Comcast SportsNet California	
OTHER		
X	KCNC Sino	
X	KTSF (KBS Korean)	
X	KTSF Viet Today	
X	KTSF ICN	
X	KNTV Cozi TV	
X	KRON AntennaTV	
X	KTVU LATV	
X	KQEH Life	
X	KQED World	
X	KQEH Vme	
X	KQEH Kids	
X	KRON Weather	
X	KSTS Exios	
X	KGO Live Well	
X	KOFY MeTV	
X	KICU Korean TV (KEMS)	
X	KCSM France 24	
X	KCSM Jazz	
X	KRCB Create	
X	KRCB NHK World	
X	Crossings TV	
X	Xfinity Latino Entertainment	
	Various Music Audio Only Channels	X

Noteable ATT U200 Only offerings

SyFy

Comparison of Comcast and ATT Channel Offerings
Sorted by Ascending Channel Number

TruTV
Disney Jr
Disney XD
National Geographic
NickTOONS
Nick Jr
TeenNick
Cooking Channel
MTV2
VH1 Classic
ESPN Classic
EPSNews
ESPNU
NFL Network

Noteable Comcast Digital Starter Only offerings

Sprout
Comcast SportsNet California
MoviePlex
Hallmark Channel

Notes

ATT U200 has a large block of faith based programming

Comcast Digital Starter includes access to many digital sub-channels offered by local broadcasters

This page left intentionally blank.



Comcast
3055 Comcast Pl
Livermore, CA 94551
www.comcast.com

January 29, 2015

Attn: Roger Peters
Town of Colma
1198 El Camino Real
Colma, CA 94014

Re: Comcast Bulk Services Agreement

Dear Roger,

Thank you for the opportunity to work with the residents of Colma to continue our bulk video service. We are extremely pleased to see so many of the Colma residents enjoying a host of our extensive catalog of products and services.

Below is our proposal for the bulk contract renewal. Please note, I've included important information regarding our video and Internet services as attachments to this letter.

Service. Comcast will continue to provide bulk video service to the existing 427 residential units in The Town of Colma. The presented service is our Digital Starter product which would include the attached channel lineup.

Equipment. The Digital Starter product also includes, without any additional costs to The Town, one (1) digital converter and one remote control for the primary outlet in the unit. This equipment provides access to On Demand (hundreds of programs, movies, and popular series libraries – most at no cost); also access to Pay-Per-View channels and will be HD capable.

Term, Option and Rate. The proposed **Term** is a five year term with a 1 year renewal. The auto renewal can be cancelled by either party with a 60 day written notice to terminate. The bulk rate quote is a per unit rate, plus government fees and taxes. In addition your annual rate will increase no more than 3% on the contract anniversary.

Franchise fee. Franchise fees will be paid on gross video revenues over and above the Bulk Video Services

Bulk Exclusivity Provision. The agreement does not prevent The Town from entering into "Right of Entry/Access" agreements with other providers. The agreement does not prevent The Town or its residents from ordering services from other service providers. The agreement does contain a "Bulk" exclusivity clause which essentially says that The Town will not enter into an agreement for "Bulk" services with another provider for services similar to those offered by Comcast.

Comcast Designated Contact. Comcast will provide designated sales numbers to the residents of The Town for any upgrades and or upgrade inquires.



Comcast
 3055 Comcast Pl
 Livermore, CA 94551
 www.comcast.com

Multiservice Discounts. Comcast will invoice the resident for any additional services (upgrades, internet, telephone etc.) over and beyond the services provided by The Town of Colma. The rates shall be quoted by the Town of Colmas' assigned sales team; the rates will include the customers' requests less the fixed rate the Town pays for on behalf of each dwelling unit.

As requested, Comcast is pleased to offer the following two options for a five year service agreement with exclusive marketing rights. The options below factor in any cost in continuing the bulk service to the residents of the Town of Colma.

Option 1: Bulk Services - Video Only.

Term - 5 year with a 1 year renewal term.

Video		Term		Price Reduction & Savings	
Current Rate	New Rate	Current	New	Savings	Monthly & Annual Savings
\$53.00	\$30.00 per unit	5 years +5 year renewal	5 year + 1 year renewal	\$23.00 per unit	\$9831.00 Monthly/Annually - \$117,852.00

Option 2: Bulk Services - Video and Internet Services.

Term - 5 years with a 1 year renewal term.

Video and Internet		Term		Price Reduction & Savings	
Current	New	Current	New	Current Retail	Your Bulk Rate Offer
N/A	\$55.00 per unit	N/A	5 year + 1 year renewal	Video -\$70.99 and Internet \$59.00	\$55.00 Bulk Video/Digital Starter and Internet.
				\$129.99 per unit.	Savings \$74.99 per unit.

Please call me with questions.

Best regards,

Jacyntha

Jacyntha Bass-Davis

Proposal Terms Subject to Final Approval

Expires 3/1/2015



Comcast
3055 Comcast Pl
Livermore, CA 94551
www.comcast.com

Comcast
Pardee Drive Oakland, CA 95112
510-772-1367 - Mobile
jacyntha_bass-davis@cable.comcast.com

This page left intentionally blank.

BULK SERVICES AND MARKETING AGREEMENTEXISTING PROPERTIES – TOWN OF COLMA
SFU AND TOWNHOME PROPERTIES

This **BULK SERVICES AND MARKETING AGREEMENT** (“Agreement”) is entered into as of the date that AT&T executes this Agreement (“Effective Date”), by and between **AT&T Services, Inc.**, a Delaware corporation with its principal place of business at 530 McCullough, San Antonio, Texas 78215, on behalf of certain Affiliates of AT&T whose products and services AT&T Services, Inc. is authorized to sell, (“AT&T”), and **Town of Colma** a California municipality (the “Town”) with its principal place of business at 1198 El Camino Real, Colma California 94014. AT&T and Town may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

A. Within the territorial limits of the Town of Colma, there are privately-owned single family and townhome properties located as described in Exhibit A, attached hereto and incorporated herein by reference (the “Properties”).

B. Town desires to arrange for the provision, at Town’s expense, of video services to the Properties, subject to the terms of this Agreement.

C. AT&T and its Affiliates are in the business of delivering communications and other services, which include but are not limited to any audio, video, Internet access, local telephone, long distance and any other services which AT&T and its Affiliates offer for sale to consumers on a generally available basis on their networks.

D. In order to be able to provide the End Users of the Properties with use of the Bulk Services and in order for Town to obtain those services at an attractive price, Town has asked AT&T and AT&T has agreed to provide those services on a “bulk” basis to the Residential Dwelling Units (as defined herein) on the Properties, subject to the terms and conditions contained in this Agreement, whereby AT&T will invoice Town for all Bulk Services (as defined in Exhibit B) provided for use by the End Users at the Properties and AT&T shall have the exclusive right to contract with Town to provide the Bulk Services under a bulk billing arrangement for the Properties.

E. In addition to providing the Bulk Services, AT&T may sell to End Users of the Properties Other Services (as defined herein) that are not included in the Bulk Services, subject to the terms and conditions contained in this Agreement, and payment for such Other Services will not be included under this bulk billing arrangement.

F. Town intends that AT&T shall, consistent with this Agreement, be granted rights to install and operate Equipment (as defined in Exhibit B) and deliver Bulk Services and Other Services, to residents of the Properties and acknowledges that AT&T will make a substantial investment in order to provide these Services.

G. In addition to the foregoing, Town agrees to assist AT&T with the marketing and promotion of certain other AT&T services as described in Section 8 below on behalf of AT&T to current and prospective residents of the Properties.

NOW, THEREFORE, for the mutual consideration set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as set forth below.

TERMS AND CONDITIONS

1. Definitions. Capitalized terms defined above or in the text of this Agreement shall have the meanings set forth herein. Other capitalized terms shall have the respective meaning set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

2. AT&T Services Description.

2.1 Bulk Services. Commencing on the BBSD, AT&T will be prepared to install, at each Residential Dwelling Unit, the Bulk Services during the Term so long as End Users order the Bulk Services and agree to and comply with AT&T’s Standard Terms of Service. AT&T may use any land line technology that it chooses to deliver the Bulk

AT&T Proprietary (Internal Use Only)

Services and may change the technology used at any time as long as the Bulk Services continue to meet the requirements of this Agreement. AT&T will coordinate with End Users in the transition of Bulk Services to such updated technology necessary to provide the Bulk Services, including, without limitation, any necessary equipment changes or installations and any required execution of AT&T's Standard Terms of Service, at no charge to End User or Town. No installation charges shall apply for standard installations of Bulk Services, although End User requests for additional wiring, jacks or additional set top boxes, will be billed to the End User at the applicable retail rate.

2.1.1 Subject to the terms and conditions herein, AT&T agrees that the Bulk Services provided to the Town pursuant to this Agreement and the Other Services provided to the End Users will be equal in quality to the same Services provided to other AT&T customers served in the same metropolitan area of the Properties. End Users may upgrade the Bulk Service by purchasing Premium Services as described below.

2.2 Other Services.

2.2.1 Generally. The Other Services are ordered separately from the Bulk Services by an End User and will be provided by AT&T directly to the End User pursuant to terms and conditions set forth between AT&T and each End User. AT&T will directly bill the End User for any Other Services purchased by the End User. AT&T may price the Other Services and offer them in such combinations and with such other products and services as AT&T may determine and AT&T may add or change service features, components, pricing, terms and conditions, means of delivery, etc., at any time. AT&T may deny Other Services to any End User, require deposits, or modify its credit terms as it deems appropriate or in accordance with applicable regulatory commission rules and regulations of the state in which the service is to be provided. Nothing in this Agreement shall preclude, nor shall Town restrict, in any way, AT&T from providing direct, Other Service-related communications with End Users or prospective End Users and delivery of telephone directories and related products. If the End User requests an additional account for the Bulk Services at the Residential Dwelling Unit, such additional account will be considered Other Services and AT&T may directly bill the End User for such service on a separate account at the then current retail rate.

2.2.2 Premium Services. "Premium Services" are those Other Services that are End User selected upgrades to the applicable tier of service provided as part of the Bulk Services (e.g., a larger channel package than a video Bulk Service). The Premium Services shall be offered to the End User at the difference between AT&T's standard retail market rate for the Premium Services requested by the End User and AT&T's standard retail market rate for the retail service that is equivalent to the Bulk Service at the time of purchase. The End User shall be financially responsible for any additional customer premises equipment necessary to deploy the Premium Services.

2.3 End User Terms. An End User's use of the AT&T Services shall be subject to this Agreement and AT&T's Standard Terms of Service. End Users will be required to acknowledge acceptance of and comply with AT&T's Standard Terms of Service.

3. Payment Terms for Bulk Services. Town will pay AT&T a Bulk Monthly Fee for each Residential Dwelling Unit for the Term as described on Exhibit D, attached hereto and made a part hereof.

4. Term and Auto-Renewal. This Agreement shall commence when fully executed by both Parties, and shall continue for five (5) years from the date of the first Bulk Bill sent by AT&T to the Town (the "Initial Term"), unless terminated in whole or in part as provided for in Section 3 of Exhibit E. THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR PERIODS ("RENEWAL TERM") UNLESS EITHER PARTY GIVES NOTICE TO THE OTHER AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE INITIAL TERM OR RENEWAL TERM OF ITS INTENT NOT TO RENEW. The Initial Term and Renewal Term(s) shall be referred to as the "Term".

5. Alternative Arrangements. During the Term, Town hereby agrees that it will not enter into any other bulk billing agreement with another service provider with respect to any services competing with an AT&T Service at the Properties. Town will not contract with or knowingly permit any third party to promote any services which compete with the Bulk Services and shall ensure that any contractors or other representatives of Town comply with the restrictions set forth in this Section. Nothing in this Agreement is intended to, nor shall it be construed to, preclude any End User from electing to receive services from another provider. This Agreement shall not constitute an exclusive services facilities contract.

6. Service Delivery.

6.1 Installation, Maintenance and Repair. AT&T shall provide and maintain its Equipment from its central office to the AT&T Service demarcation point(s) for the Properties ("Demarc(s)") provided that the necessary space and power is made available. AT&T will provide technical support for the Bulk Services that is equivalent to that generally available to customers of AT&T's residential services comparable to the Bulk Services. AT&T shall maintain and

repair Bulk Services from the network side of the Demarc through its network in addition to the CPE (as defined in [Section 6.3](#) below). In the event an End User trouble is located on the End User side of the Demarc and is not CPE, and the End User and AT&T agree that AT&T will repair the trouble, AT&T shall bill the End User, where applicable, at AT&T's standard repair rate.

AT&T may, at its own expense, take any actions which are necessary or convenient, in AT&T's reasonable opinion, to install, operate, alter, maintain, replace, supplement or remove Equipment and to deliver the AT&T Services. AT&T's selection of the particular Equipment, and Equipment manufacturers, shall be at AT&T's discretion.

6.2 Ownership. All Equipment will remain the sole property of AT&T during and after this Agreement, and Town acknowledges that it has no right, title or interest in or to any of the Equipment. No piece of Equipment will be deemed to be a fixture or in any other manner a part of the Properties.

6.3 Customer Premises Equipment. AT&T agrees to distribute to the End User during initial installation of the Bulk Services any customer premises equipment normally provided by AT&T for use within a Residential Dwelling Unit as part of the AT&T Services ("CPE") but not less than the CPE specified in Exhibit C. Any CPE provided to End Users is the sole responsibility of the End User and the End User shall be responsible for returning such CPE to AT&T when the service is cancelled.

6.4 Vendor Use. AT&T reserves the right to utilize a third party vendor or provider to perform any of its obligations, in whole or in part, contemplated by this Agreement; provided, however, such use shall not relieve AT&T of any of its obligations under this Agreement.

6.5 Inside Wire.

6.5.1 Inside Wire Provision. "Inside Wire" is defined as wire, cable, and connector jacks from the Demarcs to the wall jacks in the Residential Dwelling Units. AT&T's provision of the Bulk Services to all or any portion of the Properties is subject to AT&T's technical evaluation to determine whether the Inside Wire meets the minimum specifications. AT&T shall have no obligation to provide AT&T Services where the Inside Wire does not meet AT&T's minimum wiring specifications required to accommodate provision of such AT&T Service as listed below.

6.6 End User Access. AT&T may, in its sole discretion, immediately terminate a particular End User's access to and use of the AT&T Services (i) if such End User violates any provision of AT&T's Standard Terms of Service; or (ii) if the equipment used by the End User or the End User's use of the AT&T Services interferes with AT&T's provision of services to another end user. Should any device or any facility used by an End User not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, AT&T reserves the right to discontinue AT&T Services or the End User's access to, and use of, AT&T Services, as necessary until such non-conformance is cured by the End User. In addition, notwithstanding any other provision of this Agreement, AT&T reserves the right to (1) refuse to activate any Other Service or require a non-refundable fee or refundable deposit for any Other Service from an End User if such End User fails to meet AT&T's credit requirements or (2) suspend or terminate the Other Services to an End User (but not the Bulk Video Services) if an End User fails or has failed to pay AT&T for any Other Service.

7. Obligations of Town.

7.1 Non-Interference With Equipment. Except as authorized by AT&T, Town may not attach any device to any Equipment or otherwise disturb, use or interfere with any Equipment. Town will use its best efforts to prevent persons that are not authorized by AT&T from attaching any device to, disturbing, or using any Equipment on the Properties. Town will promptly notify AT&T of any known or suspected occurrence of the foregoing.

7.2 Access to Properties. Employees, agents, and contractors of AT&T and its Affiliates shall have reasonable access, at no charge, to the Properties to perform any and all work required of AT&T or its Affiliates. Unless otherwise required by law or as limited herein, these rights shall survive the Agreement for as long as AT&T or the applicable Affiliate is serving a customer at the Properties.

7.3 No Additional Charges. Town shall not market or bill charges for the Bulk Services to End Users at rates higher than those charged to Town by AT&T, but Town charges may include the reasonable costs of administering, billing and collecting such charges.

8. Marketing Obligations.

8.1 Town's Marketing Obligations. Town will ensure that the Other Services are promoted to End Users by any or all of the following: (i) the display or distribution of AT&T provided literature (ii) inclusion of AT&T contact information in any utility contact lists that are provided and (iii) including mutually agreeable references to the Other Services in newsletters, websites and community portals where available. Upon specific approval by Town or onsite personnel, at the Property, of each specific instance, AT&T may conduct on-site promotional events, post promotional materials and signage at the Properties, leave door hangers and market door-to-door. Town agrees to ensure that the Services are marketed in a commercially acceptable manner.

9. General Terms and Conditions. The Parties agree to the terms and conditions set forth in Exhibit E.

10. Entire Agreement. This Agreement and Exhibits A through E, incorporated herein by reference, constitute one and the same legally binding instrument and the entire agreement between Town and AT&T as to the matters provided for herein, and it supersedes all prior oral or written agreements between the Parties with respect to the matters provided for herein.

11. Counterparts; Signatures. The Parties may execute this Agreement in multiple identical counterparts, each of which constitutes one and the same Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for this Agreement and shall bind the Parties to the same extent as that of an original signature.

(SIGNATURE PAGE FOLLOWS)

UNLESS PREVIOUSLY WITHDRAWN OR IF THIS CONTRACT IS SUBSEQUENTLY EXECUTED BY AT&T, THE PROPOSED TERMS OF THIS AGREEMENT SHALL EXPIRE IF NOT SIGNED BY TOWN AND DELIVERED TO AT&T ON OR BEFORE FEBRUARY 25, 2015. SUBMISSION OF THIS CONTRACT FOR EXAMINATION OR SIGNATURE DOES NOT CONSTITUTE AN OFFER BY AT&T FOR THE MARKETING OF SERVICES DESCRIBED HEREIN.

NOW, THEREFORE, the Parties, being fully apprised of all the contents and obligations contained in this Agreement, and intending to be fully bound thereby, hereby execute this Agreement, through their respective representatives, who are duly authorized to legally bind each Party.

SO AGREED:

Town of Colma
a California municipality
(Town)

AT&T Services, Inc.,
a Delaware corporation
(AT&T)

Signature

Signature

Sean Rabe

Printed/Typed Name

Tom Bennett

Typed Name

City Manager

Title

Sr. Customer Contracts Manager – AT&T Connected Communities

Title

Date

Date

**EXHIBIT A
 PROPERTY DESCRIPTION**

Contracting Entity: Town of Colma Attn: Sean Rabe 1198 El Camino Real Colma, California 94014 Tel: 650-997-8300 Fax: 650-997-8308 Email: sean.rabe@colma.ca.gov	Payee: NO PAYEE
---	----------------------------------

Property Name	Leasing Office Address Street, City, State, Zip phone, fax, email	Number of Units	Services* to be Exclusively Marketed by Town
Sterling Park (SFU)	401 B Street Colma, CA 94014 Tel: 650-997-8300	293	V, IA, UV
Hoffman Villas (Townhomes)	301 Hoffman Street Daly City, CA 94014 Tel: 650-997-8300	18	V, IA, UV
Verano Townhomes (Townhomes)	1377 Mission Road S. San Francisco, CA 94080 Tel: 650-997-8300	63	V, IA, UV
Mission Road Residences (SFU)	1420 Mission Road S. San Francisco, CA 94080 Tel: 650-997-8300	11	V, IA, UV
Total Units		385	

"V" = Voice

"IA" = Internet Access

"UV" = U-verse TV

LEGAL NOTICES AND BULK BILLING ADDRESSES

To Town:	To AT&T – Legal Notices:
Legal Notice Address: Town of Colma Attn: Sean Rabe 1198 El Camino Real Colma, California 94014 Tel: 650-997-8300 Fax: 650-997-8308 Email: sean.rabe@colma.ca.gov	AT&T Connected Communities Attention: Contract Management 1265 N. Van Buren, Room 280 Anaheim, CA 92807 Fax: 714-237-7667
Address for Bulk Bills: Town of Colma Attn: Sean Rabe 1198 El Camino Real Colma, California 94014 Tel: 650-997-8300 Fax: 650-997-8308 Email: sean.rabe@colma.ca.gov	

PROPERTY ADDRESS FORM

**ALL PROPERTY ADDRESS FORMS SHALL BE SUBMITTED ON AN EXCEL FORM TO AT&T. THE FORM MAY BE REQUESTED FROM AND THE COMPLETED FORMS SUBMITTED TO THE FOLLOWING E-MAIL ADDRESS:
 acc.west@att.com**

AT&T Proprietary (Internal Use Only)

**EXHIBIT B
DEFINITIONS**

The following capitalized terms used in this Agreement shall have the respective meanings specified below:

1.1 “Affiliate” is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent (10%).

1.2 “AT&T Services” means the following AT&T services that AT&T makes available at the Properties during the Term (including, without limitation, the Bulk Services, the Premium Services and the Other Services):

(a) “Voice” includes landline U-verse® and Non-U-verse Voice Services, as available, and is comprised of residential local and long distance telephone service provided by or through AT&T, and may include Interconnected VoIP service (as defined in 47 C.F.R. Section 9.3) when available, or any other means to deliver landline voice service to End Users. Voice Service also includes primary and secondary lines and all calling features;

(b) “Internet Access” includes landline U-verse and Non-U-verse Internet Access Service, as available, and its high-speed digital data communication capabilities and interconnectivity with the Internet, including ISP services and transportation of and access to other ISP products, excluding dial up Internet access services; and

(c) “U-verse® TV” is the provision of a video entertainment medium suitable for television, screen, or other projection delivered by AT&T via Internet Protocol over a coax, copper or fiber facility.

1.3 “AT&T’s Standard Terms of Service” means AT&T’s standard terms and conditions, terms of service, service agreements, acceptable use policies, software license agreements and all other policies or terms of service that apply to an AT&T Service as amended from time to time.

1.4 “Bulk Billing Start Date” or “BBSD” is January 1, 2016 provided the Effective Date is no later than April 1, 2015; and if the Effective Date is delayed AT&T may postpone the BBSD by one day for each day that the Effective Date is delayed. The BBSD is the date that billing for Bulk Services to the Town and billing for Premium Services to an End User, begins for any of the Residential Dwelling Units.

1.5 “Bulk Monthly Fee” is the monthly recurring charges, as described and set forth on Exhibit D, excluding taxes and fees, that are billed to Town for Bulk Services for each Residential Dwelling Unit during the Term.

1.6 “Bulk Services” are the AT&T Services (e.g., video, data, etc.) set forth in Exhibit C that AT&T will provide to Town for use by End Users pursuant to this Agreement. Exhibit C further sets forth the specific tier of service offering of each AT&T Service included in the Bulk Services under this Agreement.

1.7 “End User” is an occupant of a Residential Dwelling Unit to whom an AT&T Service is made available for use.

1.8 “Equipment” is all wires, cables, antennas, towers, connectors, amplifiers, couplers, splitters, tuners, modulators, CPE (as defined in Section 6.3), and any other equipment and facilities owned and provided by AT&T or one or more of its Affiliates from time to time which are used to deliver AT&T Services. Equipment shall not include inside wire.

1.9 “Other Services” means the AT&T Services described in Section 2.2 and marketed by Town pursuant to Section 8.1. The Other Services do not include the Bulk Services.

1.10 “Residential Dwelling Units” or “Unit(s)” include all types of residential dwelling units on the Properties including, but not limited to: single-family homes, duplexes, town homes, condominiums, and rental apartments, constructed within the Properties, and certified as ready for occupancy, whether occupied or not; but excluding commercial buildings/structures, common areas under the control of an association such as a homeowner’s or property owner’s association, and the commercial portions of mixed-use buildings.

EXHIBIT C
BULK SERVICES

Notwithstanding the service descriptions below, AT&T may modify the Bulk Services at any time during the Term to conform to the equivalent service available to similarly situated AT&T residential customers in the same DMA. AT&T shall notify Town and End Users of such changes in the same manner as it provides such notice to its residential subscribers. The Bulk Service(s) will be made available to Town for use by End Users pursuant to the terms of this Agreement and will at a minimum be substantially similar to services provided to similarly situated AT&T customers in the same DMA.

BULK VIDEO SERVICE

AT&T's Bulk Video Service shall include U-verse[®] TV U-200 service, with a minimum of approximately two hundred (200) channels to be provided to each End User; provided, however, that the channel line-up may vary during the Term. AT&T will provide Bulk Video Service to one (1) End User provided television per Residential Dwelling Unit via a Residential Gateway and one (1) set top box capable of digital video recording ("DVR"), provided by AT&T. The Bulk Video Service shall include the features and channels that are made available by AT&T for the equivalent retail offering of U-200 services to similarly situated AT&T residential customers in the same DMA.

The individual services and total channels included in AT&T's video services will vary by market, depending on the specific DMA (Designated Market Area) in which the property is located, AT&T's ability to secure related content rights for the individual services, and the actual commercial availability date of the features still in development. Referenced service components listed in this document reflect current plans. These plans are subject to change based on various business factors.

EXHIBIT D
PAYMENT TERMS FOR BULK SERVICE

1. Bulk Monthly Fee. The Bulk Monthly Fee is **\$31.00** per Residential Dwelling Unit excluding applicable taxes and applicable fees that AT&T is lawfully allowed to pass through to similarly situated retail customers in the same market area who purchase equivalent services, and is subject to increase as provided herein. The TV Broadcast Surcharges are waived by AT&T.

2. Bulk Billing Implementation. AT&T will begin billing the Bulk Monthly Fee on the BBSD and invoice Town each month for all Bulk Services provided pursuant to this Agreement (the "Bulk Bill"). The first Bulk Bill will be issued in the month following the month in which the BBSD occurs. For the first 60 days following the BBSD, the Bulk Monthly Fee will be waived for those Residential Dwelling Units where Bulk Services have been activated by an End User and following such period, the Bulk Monthly Fee will apply to all Residential Dwelling Units at the Properties.

Subject to other provisions of this Agreement, the Bulk Bill shall equal the Bulk Monthly Fee times the number of Residential Dwelling Units for which the Bulk Monthly Fee applies; plus any and all fees, sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency (other than taxes levied on AT&T's net income) and expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction, in connection with Bulk Service.

3. Payment Terms. Town will pay the Bulk Bill on or before the 30th day after the date of the Bulk Bill ("Due Date"). Town will pay a \$35 charge for any check returned for non-sufficient funds. Town will reimburse AT&T for all reasonable costs, including, without limitation, attorney fees, incurred in any attempt to collect any balance unpaid thirty (30) days after its due date. If full payment is not received within thirty (30) days after the Due Date, in addition to any rights it may have, AT&T may send notice to Town that it will terminate, or suspend, at AT&T's election, the provision of the Bulk Services, if payment is not received within ten (10) days of the date of such written notice. Town shall defend, indemnify and hold AT&T harmless from any and all third party claims or causes of action of any nature arising from termination or suspension of Bulk Service for such non-payment. Payments received by AT&T after the Due Date will bear interest at an annual rate equal to the lesser of (i) 18% or (ii) the maximum permitted by applicable law.

4. Credit for Service Failure. If AT&T fails to deliver all Bulk Services, as required hereunder, for a period of more than 24 consecutive hours, then AT&T will provide a credit representing a pro-rated amount of the monthly recurring charges for each affected Residential Dwelling Unit to Town's account for each full day of service outage, upon written request of Town. The maximum credit for service downtime associated with a particular End User shall not exceed the total monthly bill to Town for such End User's Bulk Service, for the month in which such downtime or failure occurs.

5. Bulk Price Escalation. After the first anniversary of the BBSD, AT&T may increase the Bulk Monthly Fee by an amount equal to no more than five percent (5%) per calendar year, provided that the resulting Bulk Monthly Fee may not exceed the retail price for AT&T services that are functionally equivalent to the Bulk Services. AT&T will use commercially reasonable efforts to provide Town sixty (60) days advance written or email notice of such change to the Bulk Monthly Fee and such increase shall apply from the date set forth in the notice. However, failure to make such notice does not exempt AT&T from instituting the increase no earlier than 1 year after the previous increase became effective. Notwithstanding the foregoing, and in addition to the Bulk Monthly Fees, AT&T will include in its Bulk Bill, charges for any and all fees, sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency (other than taxes levied on AT&T's net income) or for expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction in connection with Bulk Service.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Representations and Warranties.

1.1 Town represents and warrants that during the Term:

(a) Town has all necessary permissions and other legal authority to enter into and perform this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Town in accordance with its terms;

(b) Town is a duly organized municipality and in good standing in the State of California;

(c) No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights conflicts with Town's obligations under this Agreement, and Town's entry into and performance of this Agreement will not cause any default under any of the foregoing. Town will not, during the Term, enter into any other agreement that would interfere with or frustrate the mutual intent and obligations of the Parties, or adversely affect AT&T's rights, as set forth herein.

1.2 AT&T represents and warrants that during the Term:

(a) AT&T has or will acquire all necessary licenses, permits, franchises, authorizations, permissions and corporate or other legal authority to enter into and perform this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against AT&T in accordance with its terms; and

(b) AT&T is a duly organized corporation and in good standing in the State of Delaware authorized to do business in California.

2. Assignment.

2.1 Assignment by AT&T. AT&T may not assign this Agreement to any third party without the prior written consent of Town, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, AT&T may assign this Agreement without the consent of Town to (a) any Affiliate, or (b) a purchaser of all or substantially all of its assets or in connection with a consolidation or merger of AT&T (or that portion of AT&T providing all or any material portion of the services under this Agreement).

2.2 Assignment by Town. Town may not assign or transfer any of its rights, duties or obligations with respect to this Agreement without the prior written consent of AT&T, which consent shall not be unreasonably withheld, denied or delayed. Specifically, among other reasons, consent may be withheld if the proposed assignee does not pass AT&T's credit qualifications or post a required security deposit.

2.3 Other Attempts Void. Any attempt to assign this Agreement or any rights hereunder except in accordance with this Section will be void. This Agreement shall remain in full force and effect as between AT&T (or its assignee) and Town (or its successor) for the Term.

3. Termination.

3.1 If AT&T breaches any of the material terms, conditions, obligations, or representations contained in this Agreement and does not cure such breach within thirty (30) days of written notice of such breach, then Town may (as its sole remedy, except for any credits that may be payable for downtime) terminate this Agreement; provided, however, that if such AT&T breach applies solely with respect to the Other Services, then, notwithstanding the foregoing, Town may only as its sole remedy, terminate Town's marketing obligations under Section 8.1 of the Agreement and, in such case, all other provisions of this Agreement as they relate to the Bulk Services shall continue in full force and effect. In addition, Town may (as its sole remedy except for any credits that may be payable for downtime) terminate this Agreement if AT&T becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due.

3.2 AT&T may, at its sole discretion, terminate this Agreement, in whole or in part, if (i) Town fails to pay any amount within ten (10) days after written notice that the same is delinquent; or (ii) Town breaches any of the material terms, conditions, obligations, or representations contained in this Agreement (other than payment) and does not cure such breach within thirty (30) days of written notice of such breach; or (iii) Town becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due. In addition, if AT&T reasonably determines that the continued provision of Bulk Services pursuant to this Agreement has become impractical or infeasible for any technical, legal or regulatory reason, then AT&T may terminate this Agreement, in whole or in part,

with at least sixty (60) days prior notice if reasonably practical.

3.3 If AT&T terminates the provision of the Bulk Services under this Agreement due to default by Town, Town shall pay a termination fee equal to the Bulk Monthly Fee multiplied by the number of units on Exhibit A, multiplied by the number of months remaining in the Term then reduced by multiplying the result by 25%.

4. Dispute Resolution - Arbitration.

4.1 In the event of any dispute, claim or controversy arising out of or related to this Agreement or breach thereof, the Parties shall use commercially reasonable efforts to settle such disputes, claims or controversies by consulting and negotiating with each other in good faith and attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a resolution within thirty (30) days, the dispute, claim or controversy shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) for expedited arbitrations, unless modified herein. The arbitration shall be held before a single arbitrator selected in accordance with said rules and shall be conducted in San Mateo County, California. The arbitrator shall hear and determine any preliminary issue of law asserted by a Party as dispositive to the same extent that a court could hear and determine a motion for summary disposition (such as a motion for summary judgment under United States Rules of Civil Procedure Rule 56 by a U.S. District Court). A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

4.2 Neither Party nor the arbitrator may disclose the existence, content, or results of the arbitration without prior written consent of both Parties. There shall be no discovery other than the exchange of information that is required by the arbitrator from the Parties. The arbitration award shall be in writing and shall specify the legal and factual basis for the award. Each Party shall bear its own costs, attorney's fees and disbursements, regardless of which Party prevails.

4.3 Disputes that meet the small claims court requirements in the state in which the Bulk Services are provided may be resolved in small claims court. The Parties agree that this Section 4 shall not apply to debt collection matters, disputes relating to Intellectual Properties, and that Title 15 Chapter 48 of the Code of Laws of South Carolina shall not apply to this Agreement or to any arbitration or award hereunder.

4.4 Disputes under this Agreement may not be (a) resolved on a class-wide basis, (b) joined with another lawsuit, or (c) joined in arbitration with a dispute of any other entity. The arbitrator may not award, and the Parties waive any claims for awards for, punitive damages or attorney fees or any damages that are barred by this Agreement, unless such damages are expressly authorized by a relevant statute.

4.5 Nothing in this Agreement shall be construed to limit either Party's right to obtain equitable or injunctive relief in a court of competent jurisdiction in appropriate circumstances.

5. Limitation and Disclaimer of Liability.

5.1 NEITHER PARTY NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE, INDIRECT OR SPECIAL DAMAGES SUFFERED BY THE OTHER OR ANY OTHER PARTY (INCLUDING, WITHOUT LIMITATION, END USERS), NOR SHALL AT&T HAVE ANY LIABILITY FOR LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF ANY DATA OR INFORMATION, OR TOLL FRAUD SUFFERED BY TOWN OR END USER, AS A RESULT OF THIS AGREEMENT OR EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT WHETHER IN TORT OR CONTRACT, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, INCLUDING WITHOUT LIMITATION NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM, OF A DEFECT IN EQUIPMENT, REGARDLESS OF THE FORESEEABILITY THEREOF. TOWN EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH OR AS PART OF THE SERVICES. TOWN AGREES THAT TOWN WILL NOT IN ANY WAY HOLD AT&T RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES, EXCLUDING AT&T'S AGENTS AND SUBCONTRACTORS, IN CONNECTION WITH AT&T SERVICES. IN ADDITION, AT&T SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO TOWN RESULTING FROM ANY CLAIMS BY END USERS RELATING TO TOWN'S ENTRY INTO THIS AGREEMENT WITH AT&T OR THE TERMS OF THIS AGREEMENT.

5.2 In the event that a court should hold the limitations of liabilities set forth in this Agreement are unenforceable for any reason, Town agrees that under no circumstances shall AT&T's total liability to Town or any party claiming by, through or under Town for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including, without limitation, negligence, in the aggregate, exceed the amount of charges paid by Town for Bulk Services during the twelve-month period preceding the date such claim first arose.

5.3 AT&T shall not be responsible for any use of AT&T Services by End User or Resident, or End User's or Resident's authorized users or any third party. Without limiting the generality of the foregoing, AT&T shall not be liable to Town or to any End User for: (a) any claim or other action against Town by any third party (except as set forth in Section 8 of this Exhibit on infringement) relating in any way to an End User's use of AT&T Services; (b) any

act or omission of any other entity furnishing products and services that are used by End User in connection with AT&T Services or for failure of any equipment provided by an End User in connection with AT&T Services; or (c) any damages or losses caused by the fault or negligence of Town or an End User's failure to perform his responsibilities.

6. Limitation and Disclaimer of Warranties. NEITHER AT&T NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE AT&T SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE AT&T SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

7. Remedies of Town. Town's sole remedy for any failure or non-performance of any Bulk Service (including, without limitation, any associated Equipment, Software or other materials supplied in connection with any Bulk Service) shall be (i) for AT&T to use commercially reasonable efforts to effectuate an adjustment or repair of Bulk Service and to receive a pro-rata refund or credit as set forth in Section 4 of Exhibit D, or (ii) if after 30 days from written notice of such failure or non-performance of any Bulk Service, such failure or non-performance results in downtime or degradation so substantial as to render a Bulk Service essentially unavailable to or unusable by more than 5% of the End Users at the Properties for normal use and such is not due to the condition or failure of Town's or End User's wire to meet the specifications in Section 6.5 of this Agreement, to request termination of such Bulk Service, as applicable by providing 90 days written notice. The maximum credit for service downtime associated with a particular End User shall not exceed the total monthly bill to Town for such End User's Bulk Service for the month in which such downtime or failure occurs.

8. Infringement.

8.1 To the extent a Bulk Service infringes any United States patent, trademark, copyright, or trade secret and a written claim is made or suit is brought by any third party against Town on that account, AT&T agrees to defend or settle any such claim or suit at AT&T's expense. AT&T will also pay all damages and costs that by final judgment are assessed against Town attributable to such infringement.

8.2 AT&T's obligation as set forth in this Section is expressly conditioned upon the following: (a) that AT&T shall be notified promptly in writing by Town of any claim or suit of which Town is aware; (b) that AT&T shall have sole control of the defense or settlement of any claim or suit and that Town shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without AT&T's prior written approval; (c) that Town shall cooperate with AT&T in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from an End User's modifications, or from combinations of Bulk Service with equipment, software or services provided by Town or the End User or others.

8.3 If a Bulk Service becomes, or in AT&T's opinion, is likely to become the subject of a claim of infringement, or a final injunction is obtained against Town or an End User prohibiting usage of such Bulk Service by reason of such infringement, AT&T will, at its option: (a) procure for Town and End User the right to continue using such Bulk Service as applicable (b) replace such Bulk Service with a non-infringing service substantially complying with the specifications of the applicable Bulk Service; or (c) modify such Bulk Service so it becomes non-infringing and performs in a substantially similar manner to the original service.

8.4 If the options in Sections 8.3(a), (b) or (c) of this Exhibit are not reasonably available to AT&T, then AT&T may direct the End User to cease use of such Bulk Service and return any amounts prepaid by Town for the applicable Bulk Service beyond the date such use ceases.

8.5 The foregoing states the entire obligation of AT&T, and the exclusive remedy of Town, with respect to infringement of proprietary rights. The foregoing is given to Town solely for its benefit and is in lieu of, and AT&T disclaims, all warranties of non-infringement with respect to the AT&T Services.

8.6 If promptly notified in writing of any action brought against AT&T, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with a Bulk Service, of equipment, software or information not provided by AT&T, or otherwise relating to or arising out of an End User's use of a Bulk Service, Town will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action or a settlement resulting from it provided that (i) AT&T shall permit Town to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without Town's prior written approval and (ii) AT&T shall cooperate with Town in all reasonable ways to facilitate the settlement or defense of any claim or suit.

9. Indemnification. Each Party agrees to indemnify and defend the other Party from and against any and all liabilities, losses, damages, claims and expenses resulting from (a) a third party claim of bodily injury (including

death) or tangible personal property damage to the extent caused by the negligence or intentional misconduct of the indemnifying Party, or (b) the indemnifying Party's breach of its obligations under Section 11 of this Exhibit. Notwithstanding the foregoing, AT&T shall have no obligation to indemnify or defend Town in connection with any claims by End Users relating to Town's entry into this Agreement with AT&T or the terms of this Agreement. In the event that a claim arises under this Section 9, the indemnified Party agrees to provide the indemnifying Party with prompt notice of any claim, and the indemnifying Parties will fully cooperate with the indemnifying Party in the defense of the claim. The indemnifying Party shall have sole control of the defense or settlement of any claim or suit, and the indemnified Party shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without the indemnifying Party's prior written approval.

10. Force Majeure. Neither Party will be liable for any delay or failure in delivery or performance of any of its obligations hereunder (except with regard to Town's obligations to pay for Bulk Services provided by AT&T) due to acts or omissions of any network or any other occurrence commonly known as force majeure, including, without limitation, war, riots, embargoes, accidents, acts of God, acts of terrorism, strikes or other concerted acts of workers, changes in law or government regulation, reallocation of resources resulting from any such events, or any other event beyond its reasonable control ("Force Majeure"). AT&T may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences and in such event AT&T shall have no liability to Town.

11. Advertising and Publicity.

11.1 Use of Marks. Each Party hereto recognizes and acknowledges the existence and validity of the other Party's and its Affiliates' intellectual property rights in its respective names, logos, trademarks, service marks, copyrights and/or other intellectual property ("Marks"). The Parties shall acquire no interest in the Marks of the other Party or the Party's Affiliates. Any request to use the other Party's Marks for the limited purposes stated in this Agreement other than by virtue of materials supplied by the Party owning such Marks shall be in accordance with the provisions set forth in an Affixation amendment to this Agreement or through a separate Trademark License Agreement duly executed between the owning Parties.

11.2 Sales, Advertising and Marketing. Town will use only materials supplied by AT&T (the "AT&T Materials") in promoting the Services described herein. The AT&T Materials will bear the Marks licensed exclusively by AT&T Intellectual Properties ("ATTIP") and are provided solely in conjunction with the terms of this Agreement. Town is not authorized otherwise to use the Marks, in any form. Any use of the Marks that is not authorized by ATTIP is strictly prohibited. AT&T shall own all right, title and interest in the AT&T Materials. Upon termination or expiration of this Agreement, Town shall return to AT&T, or destroy, at the discretion of AT&T, any AT&T Materials in the possession of Town and shall cease using any portion of the AT&T Materials.

11.3 Publicity. Press releases, advertisements and other publicity statements, in any medium ("Publicity") that use, mention or imply Marks of AT&T are not permitted. Use or reproduction by Town for Publicity purposes of any testimonial quotations, thank you letters, reference letters or any other communications in any form or medium from AT&T, or its employees and/or agents is not permitted. Exceptions to the policies outlined above must be requested in writing solely from ATTIP, which may grant or refuse such requests in its sole discretion. Town agrees to submit to ATTIP in writing all such requests and materials relating to this Agreement. Town further agrees not to publish or use such Publicity materials without ATTIP's prior written consent.

11.4 Grant. Nothing in the Agreement will be construed as an assignment or grant of any license or other right, title or interest, either express or implied, with respect to any copyrighted material, logo, trademark, trade name, Marks, or any other intellectual property now or hereafter owned by any Party, or its Affiliates.

12. Confidential Information.

12.1 Each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the AT&T Services, and (c) this Agreement, all associated contract documentation and correspondence, and the Parties' rights and obligations hereunder shall be deemed "Confidential Information".

12.2 Each Party agrees that it will (a) not disclose any Confidential Information of the other Party to any third party (including, without limitation, through recordation by a Party of a copy of this Agreement in any governmental public record) without the disclosing Party's prior written consent, provided that a Party may disclose this Agreement and any disclosing Party's Confidential Information to those who are employed or engaged by the recipient Party, its agents or those of its Affiliates who have a need to have access to such information who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein, and (b) use the Confidential Information of the other Party solely for purposes of performing its obligations under this Agreement. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information.

12.3 If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration, such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior written notice of such requirement and coordinates with the disclosing Party in an effort to limit the nature and scope of such required disclosure.

12.4 The obligations set forth in Section 12.1 of this Exhibit will not prevent any Party from disclosing information that belongs to such Party or (a) is already known by the recipient Party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing Party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information.

12.5 Upon written request at the expiration or termination of this Agreement, all documented Confidential Information (and all copies thereof) owned by the requesting Party (if previously received by the terminating Party) will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party. The provisions of this Section shall remain in effect during the Term and shall survive the expiration or termination thereof for a period of one (1) year, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law. The Parties agree that monetary damages for breach of this Section 12 are not adequate and that either Party will be entitled to injunctive relief with respect to such breach.

13. Miscellaneous.

13.1 Governing Law. This Agreement is governed by and construed under the laws of the State in which the Properties are located without regard to its principles of conflicts of law.

13.2 Notices. In order for any notice given under this Agreement to be effective, the notice must be in writing and sent to the address(es) set forth in Exhibit A by (i) facsimile; (ii) nationally-recognized overnight service; or (iii) by first class registered or certified mail, return receipt requested. Any notice sent in accordance with this Section will be deemed to have been received: (a) upon transmission confirmation if by facsimile; (b) one (1) business day after mailing, if sent by overnight service; or (c) five (5) business days after any other form of delivery. A Party may change its address for notices by sending written notice to the other Party.

13.3 Modifications and Waivers. No modifications to these terms, including, without limitation, handwritten modifications, are permitted or will be made without a duly executed written amendment between the Parties. No waiver of any provision of this Agreement will be effective unless executed in writing by the Party granting the waiver. If a Party fails to enforce any right under this Agreement, such failure will not be a waiver of such right. If a Party waives a breach by the other Party, such waiver is not a waiver of any other breach or any subsequent breach of the same provision.

13.4 Headings. The headings of this document are for convenience only, and are not for interpretation of this Agreement.

13.5 Severability. If a court of competent jurisdiction holds that any provision, or part hereof, of this Agreement is illegal, invalid or unenforceable, this Agreement and all other provisions will remain in effect, unless the illegal, invalid or unenforceable provision goes to the essence of this Agreement. The Parties will act in good faith in renegotiating such illegal, invalid or unenforceable provision to as closely reflect the original intent of the Parties as possible without changing the essence of this Agreement.

13.6 Compliance with Laws. The Parties shall each comply at their own expense with all applicable federal, state and local laws, rules and regulations ("Laws") in the performance of their obligations hereunder and the performance of each shall be contingent on obtaining all necessary legal and government approvals relating to such performance.

13.7 Regulatory Mandates. In the event this Agreement for any reason becomes the subject of a regulatory proceeding, Town will cooperate with AT&T in such proceeding. AT&T may, in the exercise of reasonable judgment and good faith, modify this Agreement to the extent it deems it necessary to ensure compliance with any rule, regulation, order or other requirement of a regulatory body or other governmental agency; and to the extent any such modification materially alters the obligations of or materially reduces the benefits received by AT&T under this Agreement, the Parties shall negotiate in good faith to make equitable adjustments to the Agreement that allow either Party to receive the same level of benefits originally contemplated under the terms of the Agreement. If after such negotiations the parties are unable to agree on such equitable adjustments, either Party shall have the option to

terminate this Agreement without further liability upon ninety (90) days written notice to the Town. Furthermore, if the obligations of AT&T under this Agreement are materially altered by a change in the degree of regulation or by a change in the application or interpretation of any rule, order or regulatory requirement existing at the time of the execution of this Agreement, then AT&T shall have the option to terminate this Agreement without further liability upon written notice to the Town.

13.8 Insurance. Town will maintain, as a minimum, at all times during the Term, the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability insurance for bodily injury or death and property damage liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies). Upon AT&T request, Town agrees to furnish certificates or other acceptable proof of the foregoing insurance. AT&T shall maintain at least equivalent insurance requirements as stated above. Upon request, AT&T will furnish proof of insurance.

13.9 No Liens. Neither Party shall cause, suffer, or permit any lien or claim of lien to attach to or encumber the property of the other Party as a result of or in connection with this Agreement. If any lien is filed against the property of a Party by anyone claiming through the other Party, then such other Party shall cause the lien to be removed or bonded around to the other Party's reasonable satisfaction within twenty (20) days after demand.

13.10 Binding Nature. This Agreement is binding upon and inures to the benefit of the permitted transferees, successors, and assigns of the Parties.

13.11 Survival. Any respective obligations of the Parties hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

13.12 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a joint venture, partnership, or any agency or fiduciary relationship between the Parties. Neither Party has the power to create any obligation on behalf of the other.

13.13 No Third Party Beneficiaries. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

13.14 Independent Liability. AT&T Services, Inc., and its Affiliates shall not be jointly liable under this Agreement, each AT&T entity being independently and individually liable only for its own acts hereunder.

13.15 Drafter. The Parties are deemed to have participated in the drafting and negotiation of this Agreement after consulting with their respective counsel of their own choosing. Therefore, this Agreement shall not be presumptively construed either in favor of, or against, any Party.

This page left intentionally blank.

Exhibit E- Comparison of Costs of 3 Plans

Table 1			
Town's Costs Under Current Contract			
<i>Year</i>	<i>Per Unit</i>	<i>Per Mo</i>	<i>Per Year</i>
1	\$52.87	\$22,417	\$269,003
2	\$54.46	\$23,089	\$277,073
3	\$56.09	\$23,782	\$285,385
4	\$57.77	\$24,496	\$293,946
5	\$59.51	\$25,230	\$302,765
<i>Total</i>			<i>\$1,428,171</i>
Table 2			
Town's Costs Under Comcast Only Configuration			
<i>Year</i>	<i>Per Unit</i>	<i>Per Mo</i>	<i>Per Year</i>
1	\$30.00	\$12,810	\$153,720
2	\$30.90	\$13,194	\$158,332
3	\$31.83	\$13,590	\$163,082
4	\$32.78	\$13,998	\$167,974
5	\$33.77	\$14,418	\$173,013
<i>Total</i>			<i>\$816,120</i>
Table 3			
Town's Costs Under AT&T-Comcast Configuration			
<i>Year</i>	<i>Per Unit</i>	<i>Per Mo</i>	<i>Per Year</i>
1		\$14,595	\$175,140
2		\$15,264	\$183,166
3		\$15,964	\$191,572
4		\$16,698	\$200,375
5		\$17,466	\$209,595
<i>Total</i>			<i>\$959,848</i>
Table 4			
Town's Costs Under AT&T-DirectTV Configuration			
<i>Year</i>	<i>Per Unit</i>	<i>Per Mo</i>	<i>Per Year</i>
1		\$11,768	\$152,905
2		\$12,352	\$176,294
3		\$12,965	\$184,493
4		\$13,608	\$193,084
5		\$14,284	\$202,085
<i>Total</i>			<i>\$908,861</i>

This page left intentionally blank.

**RESOLUTION NO. 2015-___
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE A
BULK CABLE TELEVISION SERVICES AGREEMENT**

The City Council of the Town of Colma does hereby resolve:

1. Background.

(a) In 1998, the Colma Recreation Advisory Committee, led by an outside, independent expert in recreational and leisure services and comprised of residents and staff members of the Town, filed a report recommending that the Town develop a comprehensive recreational program which should meet the following goals, inter alia:

- (i) The Town should subsidize all new and existing recreation programs;
- (ii) Programs should be consistent and sustainable;

(iii) There should be a variety of recreational programs which encompass the total needs of individuals, represent the demographic needs of the community, provide quality leisure experiences, and provide participants with exposure to positive images of diversity.

(b) Since then, the City Council has endeavored to develop such a comprehensive recreational program and, in furtherance thereof, adopted Guidelines for Recreation and Leisure Programs, Events and Activities (Colma Administrative Code § 2.01.010 et seq.). The Guidelines encourage the development of programs that encompass the total needs of the individual, including education, culture, personal relaxation, and self-improvement (Colma Administrative Code § 2.01.100) and provide for increased access for all citizens.

(c) In 2002, prior to adopting Resolution 2002-15, the Council reviewed the following documentary evidence: Town of Colma Recreation Activities Committee, Colma Recreation Activities Guide, 1998; City and County of San Francisco, Recreation and Park Department Assessment Project, 1998; California Park and Recreation Society, Vision Insight Planning Strategic Plan, 1999; Canadian Parks/Recreation Association, Benefits of Parks and Recreation Catalogue, 1997 (web site: <http://www.lin.ca/htdocs/catackn.htm>); and found, among other facts, that:

(i) Making cable television programs available to all residents of the Town of Colma provides a substantial public benefit because cable television offers so much informational, educational and recreational value to the viewer;

(ii) Adopting a program wherein the Town shall pay for all residents to have access to and continued availability of cable television services is desirable in a free and democratic society where the people are the electorate because the citizenry becomes more informed, more up to date on current issues affecting the nation, region, and locality, and more ready to meet the responsibilities of being an informed electorate; and

- (iii) Making cable television services available to all residents of the Town is

consistent with the Policies set forth in the Recreation Program Guidelines contained at Colma Administrative Code § 2.01.100.

(d) In 2002, after making these findings, the City Council adopted Resolution 2002-15, which approved a Bulk Services Agreement with TCI Cablevision, the predecessor to Comcast Corporation and authorized the Town to subsidize cable television programming for Town residents.

(e) Since 2002, the contract has been renewed every three to five years. The current contract is for an annual term that expires on January 31, 2016.

(f) In 2014, the Town asked both AT&T and Comcast Corporation to submit proposals to provide or continue providing cable television services to the Town. Pursuant to Colma Municipal Code Section 1.06.180(f), the Town is authorized to negotiate, without competitive bidding, with any qualified contractor to provide cable television services.

(g) In response to the Town's request, both AT&T and Comcast Corporation submitted proposals to the Town.

(h) On February 17, 2015, the City Council held a study session on this matter. Notice of the study session was delivered to each household in the Town and posted on the Town's three official bulletin boards.

2. Findings.

The City Council finds that each of the following facts are true:

(a) The California Department of Finance estimates the Town population at 1,470 residents.

(b) Recreational, educational, and cultural opportunities for Colma residents are limited. The total amount of land dedicated for park purposes is 2.43 acres. This amounts to 1.35 acres of parkland per 1,000 residents. This is lower than the recommended target of 3.0 acres of parkland per 1,000 residents. Because of these limited recreational opportunities, the Town of Colma subsidizes recreational, educational and cultural opportunities for its citizens to increase accessibility for its residents. For example, the Town has sponsored and subsidized children's summer camps, summer picnics, holiday parties, and cultural trips to museums.

(c) Cable television programming provides significant informational, educational, cultural, civic, and recreational values to people. By subsidizing the distribution of cable television programming, the Town will bring these values to the entire community.

(d) The informational and news value of cable television programming is well-established. Among the ongoing programming of cable television are (i) network channels, including CNN, C-Span, C-Span 2, Fox, MSNBC, and CNBC, which report the news or offer informed commentary of current events 24 hours per day; (ii) local PEG channels covering the governmental and public affairs matters of importance to the Town; (iii) several local stations which each broadcast up-to-date local news and weather for the region, the state and the nation; (iv) a court channel; and (v) a weather channel. A wider penetration of news programming leads to a more informed and educated electorate and community.

(e) Cable television offers a wealth of educational programs. Many channels focus solely on one theme, such as Animal Planet channel, History channel and Discovery channel. Some news channels, such as C-Span, offer significant educational content when not reporting news. Just as news of current events leads to a more informed and educated public, educational and history programs help the public better understand civic, national and international events and issues.

(f) Self-improvement programming such as Food channel, Food Network, Discovery Health channel, and Home and Garden TV, also provide a benefit to the public. HGTV, for example, teaches people how to care for and improve their homes, which in turn preserves neighborhoods and maintains home values.

(g) Studies have shown that the average American who reaches the age of 70 spends approximately 27.5 years involved in some form of recreation. The average person will attribute the relative happiness of their life to the quality of their leisure time. To obtain relative happiness and quality leisure time, participants must have a variety of activities from which to choose. Television, despite its sometimes seemingly trivial side, offers a leisurely respite from the stresses of modern urban living.

(h) There is substantial evidence that the distribution of cable television services is a matter of great public importance and necessity. For example:

(i) The legislature of the State of California of California has found that the supplying of cable television services on a universal basis to be a desirable goal and has provided in Government Code section 53066.2 that "a city ... shall assure that access to cable services is not denied to any group of potential residential subscribers because of the income of the residents of the local area";

(ii) Similarly, the State Legislature found and declared, in the Digital Infrastructure and Video Competition Act (DIVCA), Public Utilities Code section 5810 that: "Video and cable services provide numerous benefits to all Californians including access to a variety of news, public information, education, and entertainment programming..." and that the Legislature desired to promote "widespread access to the most technologically advanced cable and video services to all California communities in a non-discriminatory manner regardless of socioeconomic status";

(iii) In *Loretto v. Teleprompter Manhattan CATV Corp* (1982), the United States Supreme Court recognized that the penetration of the entire viewing area and citizenry with cable television services has "important educational and community aspects;" and

(iv) The Attorney General of the State of California has opined, in 76 Ops. Cal. Atty. Gen. 118, that the distribution of cable television services involve an "essential" and important public service, and has labeled the provision of cable television to be a "necessary" service, akin to other public utilities.

(i) Continuing the Town's program of subsidizing residents' access to and continued availability of cable television services provides a substantial public benefit, as more particularly described in the foregoing findings.

(j) Continuing the Town's program of subsidizing residents' access to and continued availability of cable television services is desirable in a free and democratic society where the people are the electorate in that the citizenry becomes more informed, more up to date on current issue affecting the nation, region, and locality, and more ready to meets the responsibilities of being an informed electorate.

(k) Continuing the Town's program of subsidizing residents' access to and continued availability of cable television services is consistent with the Policies set forth in the Recreation Program Guidelines contained at Colma Administrative Code § 2.01.100.

3. Order.

(a) The City Manager is hereby authorized to negotiate a definitive contract with Comcast Corporation for Bulk Cable Television Services. If a contract is not finalized with Comcast within a reasonable time, as determined by the City Manager with such reasonable time not being less than 30 days after adoption of this Resolution, the City Manager is hereby authorized to negotiate a definitive agreement with AT&T for Bulk Cable Television Services

(b) The Mayor is authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on March 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael P. Laughlin, AICP, City Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Italian Cemetery Funeral Home

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO USE EXISTING FACILITIES
 FOR A STATE LICENSED FUNERAL ESTABLISHMENT AT THE ITALIAN CEMETERY

EXECUTIVE SUMMARY

The Italian Cemetery is requesting a Conditional Use Permit to operate a funeral home. The Conditional Use Permit allows the sale of funeral-related products and services to families. Because of the space limitations at its existing office on F Street, the Italian Cemetery will act as a broker for the services needed by families for the preparation of a funeral service. Information and sales made to families will be either be through brochures or via the Internet. There will be no noticeable physical change in operations as a result of the granting of this Conditional Use Permit.

FISCAL IMPACT

This project will have a slight positive impact on the Town's budget since sales tax generated by sales made at the Italian Cemetery will be credited to Colma.

BACKGROUND

The Italian Cemetery is located at 540 F Street (APN's: 011-341-110; 006-388-380; 008-152-020). The Italian Cemetery currently only has a state license to operate as a cemetery, and cannot legally provide the services of a licensed funeral home unless approved to do so by the Town and the state. The Italian Cemetery seeks to be able to provide the services of a licensed funeral home and upon the Town's approval of the proposed Conditional Use Permit, would apply for the required state license. The Italian Cemetery already has a state licensed Funeral Home Director on staff who will oversee funeral home services and arrangements.

ANALYSIS

Environmental

This application was reviewed pursuant to the requirements of the California Environmental Quality Act (CEQA), and staff determined that the project is considered Categorically Exempt from further environmental review under Section 15301, Class 1(a), because the application only involves the maintenance of an existing private structure involving only minor expansion of use.

Conditional Use Permit

The Italian Cemetery is zoned "G" Cemetery. The Colma Municipal Code requires a Conditional Use Permit for uses "incidental to a cemetery or memorial park use," which includes a licensed funeral establishment.

There is a distinction in state law between cemeteries, crematories, and funeral homes, with each requiring separate licensing. The Italian Cemetery is currently licensed to operate a cemetery only, but seeks to be able to provide the services of a licensed funeral home.

A licensed funeral establishment is a place of business devoted exclusively to the preparation and arrangements, financial and otherwise, for the funeral, transportation, burial or other disposition of human remains. Funeral establishments typically are the first point of contact for families which have lost loved ones. State law requires that a licensed funeral establishment shall at all times employ a licensed funeral director to manage, direct, or control its business or profession. Funeral directors help families make arrangements and decisions on the purchase of items and services related to the burial of a loved one. In addition, they arrange for body preparation and periods of visitation for families, if the family so desires. Given the space limitations at the Italian Cemetery, body preparation, visitation and services will occur at other existing establishments, most likely outside of Colma. Graveside services will continue to be held at the cemetery.

No additional staff is proposed to be added, nor are existing daytime business hours proposed to be extended.

Findings

Section 5.03.410 of the Colma Municipal Code requires that certain findings be made for approval of a Use Permit. The findings and a discussion of how the project meets the findings is included in the attached resolution.

VALUES

The recommendation is consistent with the Council value of *fairness* because the recommended decision on the Conditional Use Permit is consistent with how similar requests have been handled. The recommendation is also consistent with the Council value of *responsibility* because the proposed application has been carefully reviewed and conditioned so that it will be consistent with adopted policies and regulations, and is compatible within its setting.

SUSTAINABILITY IMPACT

Having multiple related uses at one location allows for families to make arrangements at one location and could result in fewer vehicle miles traveled.

ALTERNATIVES

The City Council can approve the Use Permit with conditions of approval; approve the Use Permit with modified or additional conditions of approval; or deny the Use Permit. Staff does not recommend these alternatives since the use, as conditioned, will not have any negative impacts to the community.

CONCLUSION

Staff recommends the City Council approve the Use Permit with the recommended findings and conditions.

ATTACHMENTS

- A. Resolution

This page left intentionally blank.

RESOLUTION NO. 2015-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO USE
EXISTING FACILITIES FOR A STATE LICENSED FUNERAL
ESTABLISHMENT AT THE ITALIAN CEMETERY**

Property Owner: Italian Cemetery

Location: 540 F Street

Assessor's Parcel Numbers: APN's: 011-341-110; 006-388-380; 008-152-020

The City Council of the Town of Colma does hereby resolve as follows:

1. BACKGROUND

(a) The Italian Cemetery has submitted an application for a Use Permit under the Zoning Code of the Town of Colma to use the property at the above-referenced address and Assessor's Parcel Numbers 011-341-110; 006-388-380; 008-152-020 ("Subject Property") for a licensed funeral establishment use in conjunction with the existing cemetery use.

(b) A notice of public hearing was mailed to all property owners within 300 feet of the subject property on February 27, 2015. In addition, a notice of public hearing was posted on the three Town of Colma bulletin boards, on February 27, 2015.

(c) The City Council has considered the Use Permit application, the accompanying staff report, and all relevant evidence presented at the March 11, 2015 public meeting.

2. FINDINGS

The City Council finds that:

Findings Relating to CEQA Review

(a) Pursuant to the Section 15301, Class1(a) of the State CEQA Guidelines, the project is Categorical Exempt from further environmental review because the use will entail the maintenance of an existing private structure involving only a minor expansion of use beyond that already being conducted in the structure.

Findings Relating to Granting a Conditional Use Permit

(b) The proposed use will be consistent with the provisions of the Colma General Plan and Zoning Ordinance.

Discussion: The property is designated in the General Plan and Zoning Ordinance for cemetery use. Zoning for the site is "G/DR" Cemetery/Design Review. Within this zoning designation, the Colma Zoning Code allows for a cemetery use and uses incidental to the cemetery use. A funeral establishment is a use that is incidental to a cemetery use. Provided that the proposed funeral home complies with conditions of Use Permit approval, the use would be consistent with the goals and objectives of the Colma General

Plan and the Zoning Ordinance.

- (c) Granting the Use Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to the properties or improvements in the vicinity.

Discussion: Granting of the Use Permit will not be detrimental to the public health, safety or welfare because the Permittee will only perform activities from the existing facilities during daytime and occasionally during evening hours. No noticeable changes from existing operations will be apparent to the public. The Italian Cemetery sits on a large property and has always been able to accommodate activities on their property in a way that is not detrimental to the public health, safety or welfare. Provided the terms of the Use Permit are met, granting the Use Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to the properties or improvements in the vicinity.

- (d) Existing property uses, large or small, will not be detrimentally affected by the proposed use.

Discussion: Existing uses will not be detrimentally affected because the only business operations that will occur on-site are cemetery and funeral home related. No structural changes are proposed. The uses will be located in existing facilities. Therefore, existing property uses, large or small, will not be detrimentally affected by the proposed use.

- (e) The granting of the Use Permit will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma.

Discussion: Because incidental cemetery uses are permitted with a Use Permit on the Subject Property, the Permittee is not requesting any special consideration and the proposed use would be subject to conditions similar to those required of other Use Permits. Therefore, granting the Use Permit will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma. Cypress Lawn, Olivet and Woodlawn are the only cemeteries in Colma which are licensed funeral establishments.

- (f) The City Council is satisfied that the proposed use conforms to the purpose and intent of the General Plan and Zoning Ordinance.

Discussion: Incidental cemetery uses are allowed in the Cemetery Zone subject to the issuance of a Use Permit. No significant changes to the existing building are proposed to accommodate the use. Therefore, the City Council is satisfied that the proposed use conforms to the purpose and intent of the General Plan and Zoning Ordinance.

- (g) The use will not constitute a nuisance to neighboring persons or properties

Discussion: Conditions of the Use Permit will ensure that all activities related to the use will not negatively impact adjoining uses. The proposed use, including all required parking, can be accommodated on-site. Therefore, the use will not constitute a nuisance to neighboring persons or properties.

3. CONDITIONS OF APPROVAL

- (a) This Use Permit shall specifically allow the use of the property for a cemetery and licensed funeral establishment. Any additional business uses are prohibited unless an amendment to the Use Permit is obtained.
- (b) The Permittee must maintain compliance with the requirements of the Colma Fire Protection District, including required inspections of the premises. The Permittee must maintain all fire-safety equipment and improvements in good working condition.
- (c) Preparation and embalming of bodies for viewing must not occur at or on the subject property.
- (e) Based on the Permittee's description, sales of funeral related merchandise will be done with printed materials or via the internet, and no merchandise will be stored in the existing Italian Cemetery office building or outside the office building. If inventory is brought to the site, at no time shall inventory related to funeral sales block hallways or exits.

4. TERMS

- (a) *Permittee.* As used in this Permit, the word "Permittee" shall mean each person using the Property pursuant to the permit granted herein, including successors to the person first obtaining the permit.
- (b) *Recordable Covenant; Transfer.* The Town may record this Conditional Use Permit with the San Mateo County Recorder. The Permit shall run with the land and shall be freely and automatically transferred to each user of the Property, subject to each of the specific and general conditions herein.
- (c) *Modification or Revocation.* The Town may modify or revoke this Conditional Use Permit should it determine that (a) the Property is being operated or maintained in a manner that is detrimental to the public health or welfare, is materially injurious to property or improvements in the vicinity, constitutes a public nuisance, or is contrary to any law, code or regulation, or (b) if the user fails to comply with and satisfy the conditions herein.

5. GENERAL CONDITIONS

This Use Permit is conditioned upon the Permittee and each user of the Property fully and faithfully performing each of the following generally-applicable obligations. Failure to comply with any of these conditions shall render the Conditional Use Permit and Sign Permit null and void.

- (a) *Duty to Comply With Laws.* Nothing herein shall be construed as authorizing any approvals under, or any exceptions to any other law, code or regulation, or as authorizing any change to the occupancy classification of the premises or any buildings thereon as defined in the California Building Code. The Permittee and each user must comply with all applicable federal, state and municipal laws, codes and regulations, including the currently adopted California Building and Fire Codes. Specifically, but without limitation, the Permittee must pay the annual Town of Colma Business Registration fee and must keep in effect a Town of Colma Business

Registration at all times. A failure to maintain the Colma Business Registration may result in termination of the Use Permit.

(b) *Indemnification.* The Permittee shall indemnify, pay and hold the Town of Colma harmless from all costs and expenses, including attorney's fees, incurred by the Town or held to be the liability of the Town in connection with the Town's defense of its actions in any proceeding brought in any state or federal court challenging the Town's actions with respect to the Project, Conditional Use Permit, and Sign Permit.

(c) *Agreement Required.* The Permittee must agree to comply with each and every term and condition herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Conditional Use Permit and Sign Permit. If Permittee is not the property owner, then the property owner must consent to use of the Property on the terms and conditions herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Conditional Use Permit and Sign Permit.

* * * * *

Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on March 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permitee/Property Owner

The undersigned agrees to use of the property on the terms and conditions set forth in this resolution.

Dated: _____

Signature

Printed Name of Property Owner: _____

[Notarization of Property Owner's signature recommended]

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Animal Control Ordinance

RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION TO INTRODUCE AN ORDINANCE AMENDING COLMA MUNICIPAL CODE CHAPTER 8, RELATING TO ANIMALS

EXECUTIVE SUMMARY

On March 11, 2015, as part of the consent calendar items, the City Council approved an agreement with the County of San Mateo, and the cities of Atherton, Belmont, Brisbane, Burlingame, 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. Pursuant to Section 3.2 of that agreement, the Town is required to update its animal control ordinance to be consistent with the County's ordinance. The proposed ordinance ensures consistency with the County's ordinance. In addition, the proposed ordinance makes a minor exception allowing for goats to be used for weed abatement purposes and removes existing regulations in the Town's ordinance allowing for and regulating miniature horses.

FISCAL IMPACT

Adoption of the ordinance is not anticipated to cause increased costs to the Town.

ANALYSIS

County Ordinance Consistency

The proposed ordinance amends Chapter 8, Animals, of the Colma Municipal Code, to make non-substantive and minor substantive changes consistent with the County's current ordinance on animal control. The County has provided animal control services to the Town and will continue to do so under a new agreement. Section 3.2 of the new agreement requires the Town to update its animal control ordinance to be consistent with the County's ordinance.

Below is a highlight of some of the proposed changes to ensure consistency with the County's ordinance:

- A new provision is included that expands the definition of a dangerous animal. This provision indicates that an animal is considered dangerous if it has been deemed by another governmental jurisdiction as "potentially dangerous," "vicious," or any other similar designation.
- New definitions are included to determine when an injury is deemed to be severe, and when an animal is deemed to be vicious.
- Cats are now subject to licensing and other requirements contained in the ordinance.
- A new provision is included to allow for three year licensing of dogs and cats, in lieu of standard one year licensing.
- New provisions are included requiring a spay/neuter fee to be paid whenever an unaltered animal is redeemed after being impounded. Upon a second impoundment within a three year period, the animal will be spayed or neutered at the owner's expense.

Goats for Weed Abatement

The proposed ordinance adds new language allowing for an exception to the general prohibition regarding the keeping, maintaining and feeding of livestock. In particular, Section 8.04.010 is amended to allow for a governmental organization to use goats for one week out of a calendar year solely for weed abatement purposes. Planning staff has indicated that the San Francisco Public Utilities Commission often makes use of goats in its right-of-way area to clear weeds. The Town has no existing provisions in its Municipal Code allowing for this use and planning staff would like language in the ordinance to memorialize this arrangement.

Miniature Horse Provisions

The proposed ordinance also removes certain existing provisions in the Town's ordinance regarding miniature horses contained at Subchapter 8.04. The existing miniature horse provisions were included to address one instance of the keeping of miniature horses in the Town. Currently, there are no miniature horses kept within the Town. In order to avoid another instance where a landowner may seek to keep miniature horses, planning staff is recommending that the existing provisions allowing for the keeping and regulation of miniature horses be repealed.

Reasons for the Recommended Action

The City Council should introduce the ordinance as it will ensure the Town is in compliance with the terms of the animal control services agreement entered into with the County. It will also repeal provisions for the keeping and regulating of miniature horses that are no longer applicable in the Town.

Values

The City Council's introduction of the ordinance is the *responsible* thing to do as it will ensure the Town is in compliance with the terms of the animal control services agreement with the County. It is also the *visionary* thing to do as the new language regarding the use of goats for weed abatement and the repeal of the miniature horse provisions looks towards the future.

Alternatives

The City Council could choose not to introduce the ordinance or could seek changes. If the City Council chooses not to introduce the ordinance, the Town may be out of compliance with the terms of the animal control services agreement with the County. Such non-compliance could lead to increased costs to the Town to the extent the County has to follow the Town's unique ordinance.

CONCLUSION

The City Council should introduce the ordinance.

ATTACHMENTS

- A. Ordinance

This page left intentionally blank.

**ORDINANCE NO. ##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**AN ORDINANCE AMENDING COLMA MUNICIPAL CODE CHAPTER 8
RELATING TO ANIMALS**

The City Council of the Town of Colma does hereby ordain as follows:

ARTICLE 1. COLMA MUNICIPAL CODE CHAPTER 8-01 AMENDED.¹

Subchapter 1 of Chapter 8 of the Colma Municipal Code, entitled "Animal Control" shall be and is hereby amended in its entirety to read as follows:

"CHAPTER EIGHT: ANIMALS

Subchapter One: Animal Control

8.01.010 Definitions.

(a) *Animal Control Officer* means that person designated as the Animal Control Program Manager of the Division of Animal Control Services for San Mateo County and his or her duly authorized officers or deputies, as well as the President Executive Director of the County's contract agent and his duly authorized officers or deputies.

(b) *Animal Control Program* means that program within the Division of Animal Control Services of the ~~Environmental Services Agency~~ San Mateo County Health System of the County, or the County's designated contract agent or both, which is specifically charged with regulating and enforcing laws dealing with animal control within its jurisdiction.

(c) *Animal Control Shelter* means the facilities provided by the County or the County's designated contract agent for the impounding of animals.

(d) *Dangerous Animal* means any animal, except a trained dog assisting a peace officer engaged in law enforcement duties, which, because of its disposition, behavior, training or other characteristic, constitutes a danger to persons or property, or which demonstrates any or all of the following behavior:

(1) Any attack or other behavior, ~~without provocation~~, which requires a defensive action by any person to prevent bodily injury or property damage or that results in an injury to a person or property;

(2) Any aggressive attack or other behavior, without provocation, that constitutes a substantial physical threat of bodily harm to a person or animal, where such attack,

¹ Substantive changes have been identified as follows: New text has been underlined; revised text has been underlined, without showing the prior wording; and deleted text is shown with a strike-through line. Non-substantive changes, such as grammar and formatting are not identified. All markings will be removed from the final version that is adopted by the City Council.

injury or behavior occurs in a place where such person is conducting himself or herself peaceably and lawfully; or

~~(2) (3) Any attack without provocation on another animal or livestock which occurs off the property of the Owner of the attacking animal; or~~

(4) Any animal that has been deemed by another governmental jurisdiction as "potentially dangerous," "dangerous," "vicious," or any other similar designation.

~~(5) A violation of running or being at large off of the animal Owner's property and harassment or molestation of person(s);~~

~~(6) An animal that creates a danger or constitutes a menace to the public's health and safety due to its training or the inherent nature of the animal; or~~

~~(6) A dog which has scars or wounds which are attributable to fights or altercations with another animal.~~

(e) *Director of Health System Environmental Services Agency* means that person so designated by the governing body of the County of San Mateo. ~~who has been designated by the San Mateo County Board of Supervisors as the Director of the Health System of the County and any other person duly authorized by such Director to act on his behalf.~~

(f) *Health Officer* means that person who has been designated by the San Mateo County Board of Supervisors as the Health Officer of the County and any other person duly authorized by such Health Officer to act on his or her behalf.

(g) *Impoundment* means the picking up and confining of an animal by the Animal Control Program.

(h) *Licensing Program* means that program within the ~~Division of Revenue Services of the Employee and Public Services Agency~~ San Mateo County Health System which is specifically charged with regulating and selling animal licenses and registrations in San Mateo County.

(i) *Master Fee Schedule* means the Town of Colma Master Fee Schedule set forth in Subchapter 10 of Chapter 1 of the Colma Administrative Code, as amended from time to time by the City Council.

(j) *Owner of an animal* means that person 18 years of age or older who holds the license to the animal, or if the animal is not licensed, that person 18 years or older legally entitled to possession of the animal concerned, ~~or a member of the household or business where such animal is being kept or a designated agent of the person legally entitled to possession and who has primary responsibility for the care of the animal.~~

(k) *Peaceably and Lawfully* means a person is upon the private property of an Owner of the animal when he is on such property in the performance of any duty imposed upon him by the laws of this state or any city or county, or by the laws or postal regulations of the United States, or when he is on such property upon invitation by the Owner or his/her designee, express or implied.

(l) "Person: [See, section 1.01.100]".

(m) Severe Injury means any physical injury directly caused by an animal attack that consists of muscle tears, multiple punctures, broken bones or disfiguring lacerations, or which requires multiple sutures or corrective or cosmetic surgery.

(n) Vicious Animal means any animal, except a trained dog assisting a peace officer engaged in law enforcement duties, which meets any or all of the following criteria:

(1) Any animal previously designated as "dangerous," that, after investigation by an Animal Control Officer and/or peace officer, is found under conditions which constitute a violation of this chapter or applicable Dangerous Animal permit and which demonstrates a significant danger to the public health or safety;

(2) Any animal seized under section 599aa of the Penal Code and/or upon the sustaining of a conviction of the Owner or caretaker under subsection (a) of section 597.5 of the Penal Code;

(3) Any animal which inflicts severe injury on or kills a human being or another animal;

(4) Any animal which has engaged in any aggressive behavior which demonstrates that the animal represents a clear and present substantial danger to the public health or safety and that, due to substantial risk to the public health or safety, it is unlikely that the animal could be safely maintained under a Dangerous Animal permit.

(o) *Wolf Hybrid* means any offspring of domestic dogs bred to wild canids (e.g., wolves or coyotes) and their subsequent generations.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05, ORD. 643, 4/12/06, ORD. _____, _____]

8.01.020 Animal Control Program.

(a) *Responsibility.* The Animal Control Program is responsible for the enforcement of this ordinance, and the duties of the Director thereof and his officers, agents, and employees shall include, but not be limited to, the following:

(1) To administer an animal control shelter and keep such records as may be required by law or contract.

(2) To impound animals which are in violation of this ordinance, or for the safekeeping of the animal to protect its health and welfare.

(3) To remove and dispose of the carcass of any animal found on any public highway, street, alley, or other public place.

(4) To quarantine animals under the direction of the San Mateo County Health Officer.

- (5) To destroy and dispose of animals after due notice to the Owner and pursuant to the procedures set forth herein.
- (6) To sell, when appropriate, impounded animals after due notice to the Owner.
- (7) To enforce all provisions of this ordinance.

(b) *Scope of Authority of Humane Officers and Animal Control Officers.* Humane Officers qualified and appointed pursuant to California Corporations Code section 14502, who are employees of any public pound, society for prevention of cruelty to animals or humane society which has contracted with the County to provide animal control services, shall have the authority to issue notices to appear in court pursuant to chapter 5c (commencing with section 853.5 of title 3 of part 2 of the Penal Code of the State of California) for violations of state and local animal control laws. This authority is based on section 14503 of the Corporations Code. Animal Control Officers shall have the authority provided by state law including but not limited to that described by Penal Code section 830.9.

(c) *Right to Contract for Animal Control Services.* The City Council may contract for animal control services to be performed by San Mateo County.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05; ORD. ____, ____]

8.01.030 Rabies Vaccinations.

Every dog or cat Owner, after his/her dog or cat attains the age of four (4) months of age and/or within ten working days of purchasing a license shall procure from a licensed veterinarian, an anti-rabies vaccination to be administered in the manner prescribed or approved by the State of California Department of Public Health. This vaccination shall be obtained prior to issuing a license for the dog or cat. In addition, proof of vaccination shall be provided to the licensing program.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.01.040 Dog and Cat Licenses.

(a) *Requirements.* An annual license fee shall be paid for every dog or cat over the age of four (4) months owned or harbored in the Town of Colma. Said annual license fee shall be first due when the animal reaches four (4) months of age or within 60 days after the dog or cat is acquired, and due on the anniversary date of the original purchase date each year thereafter. New residents shall have sixty (60) days in which to acquire such license. Persons renewing their license shall have thirty (30) days following their due date before being delinquent and having to pay a late penalty. The fee for such license shall be as set forth in the ~~Town of Colma~~ Master Fee Schedule. The fee paid for the licensing of spayed or neutered dogs and cats shall be less than said license fee for unaltered cats or dogs upon presentation of the proper certification. The license fee paid by persons over the age of 60 shall be at a discount. For purposes of this section any surcharge on the license fee imposed under the Master Fee Schedule shall not be considered part of the license fee. Any person who shall fail to pay such license fee after said fee is due, or said dog or cat is required to be licensed, shall in addition to paying any past due license fee or fees, also pay a penalty in accordance with the Master Fee

Schedule. A license shall be obtained, but no license fee shall be payable for the licensing of any dog being raised, trained or used to assist handicapped persons (such as those provided by Canine Companions) including but not limited to any dog which is being trained for guide or hearing purposes by a resident of the Town or used for guide or hearing purposes by a handicapped resident of the Town and which has come from a guide or hearing dog training facility such as Canine Companions, or for dogs which have served as a member of the armed forces of the United States of America, or any dog used by a local law enforcement agency for the purposes of crime prevention or control. Dog or cat licenses are not transferable between Owners; however, if the dog dies and the Owner acquires a new dog, the license is transferable to the new dog. The license does not have to be renewed until the original purchase anniversary date. The fee paid for a dog or cat license is not refundable.

(b) *Exemptions.* The licensing provisions in this ordinance are not applicable to the following:

- (1) Dogs or cats used for diagnostic purposes or research, the use having been approved by the California State Department of Health Services pursuant to section 1666 of the Health and Safety Code.
- (2) Dogs or cats used for teaching purposes in recognized educational institutions.
- (3) Dogs or cats owned by veterinarians which are licensed by the State and kept on the premises used by said veterinarians in their practice.
- (4) Dogs or cats kept by owners of pet shops for purposes of sale, for circuses, for animal exhibits, or for other enterprises for which a business license has been granted by a local government the Town of Colma.

(c) *Tags.* The Licensing Program shall procure plates or tags which bear the number of the license or registration. A record shall be kept with the name of the Owner or possessor together with a description of the dog, cat, or wolf hybrid for which the license or registration is issued and the number of the license or registration, and a tag shall be provided to such person upon payment for such license or registration as provided by this chapter.

(d) *Duplicate Tags.* Whenever a tag has been lost or stolen, the Owner or possessor of the cat, dog or wolf hybrid concerned may request a duplicate tag upon payment of the required fee and on making and subscribing to an affidavit of such loss and filing the same with the Licensing Program.

(e) *Wearing of Tag Required.* The Owner of a dog, cat, or wolf hybrid for which a license or registration is required shall affix such tag to a suitable collar, which collar shall remain on the dog, or wolf hybrid at all times.

(f) *Alternative Identification/Implants.* Animals with microchip implants or other permanent identification acceptable to San Mateo County Animal Control Services shall not be required to wear a tag or collar. All other licensing and registration requirements of this section shall apply to such dog, cat, or wolf hybrid.

(g) *Records.* The Owner or operator of any kennel, animal breeding facility, pet shop, or any place or establishment where animals are sold shall keep a permanent record of the name, address, and phone number of the purchaser of any dog, cat, or wolf hybrid along with the breed, color, sex, and age of each animal sold or given away and shall forward such information to the Animal Control Services within thirty (30) days thereafter. An Animal Control Officer shall have the right to inspect such records during normal business hours, with forty-eight (48) hours prior notice to the Owner or operator.

(h) *Veterinarian Responsibilities.* Every veterinarian who vaccinates or causes or directs to be vaccinated in the ~~County~~ Town any dog, cat, or wolf hybrid with anti-rabies vaccine shall certify that such animal has been vaccinated. Every veterinarian shall submit to the licensing authority a copy of the County-approved anti-rabies vaccination form, within ten (10) days of the beginning of each month, for any dog, cat, or wolf hybrid which he/she vaccinates or directs to be vaccinated with anti-rabies during the previous month. An Animal Control Officer or Animal Licensing Officer shall have the right to inspect records of rabies vaccinations during normal business hours.

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.01.045 Three-Year Licensing for Dogs and Cats.

Notwithstanding section 8.01.040, a three-year license may be obtained for a cat or dog (excluding wolf hybrids) by submitting to the Licensing Program adequate proof of a three-year rabies vaccination of the animal to be licensed and payment of the applicable fees as set forth in the Master Fee Schedule.

[History: ORD. __, ____]

8.01.050 Wolf Hybrid Registration.

Requirements. An annual registration fee shall be paid for every wolf hybrid over the age of four (4) months owned or harbored in ~~unincorporated~~ the Town of Colma. Said registration fee shall be first due when the animal reaches four (4) months of age or within sixty (60) days after the animal is acquired and due on the anniversary date of the original purchase date each year thereafter. All residents shall have sixty (60) days in which to register their wolf hybrid. Persons renewing their registration shall have thirty (30) days following their due date before being delinquent and having to pay a late penalty. The registration fee shall be as set forth in ~~section 8.01.290~~ the Master Fee Schedule. The registration fee for spayed or neutered wolf hybrids shall be less than said registration fee for unaltered wolf hybrids. At the time of registration, the wolf hybrid Owner must show proof that the animal has been given anti-rabies vaccination by a licensed veterinarian to be administered in the manner prescribed or approved by the State of California Department of Public Health.

[History: ORD. 606, 9/10/03, ORD. __, ____]

8.01.060 Public Protection From Dogs.

- (a) Every Owner or possessor of a dog shall at all times prevent such dog from biting or physically harassing any person engaged in a lawful act and from interfering with the lawful use of public or private property.
- (b) Every Owner or possessor of a dog shall at all times prevent such dog from causing substantial injury to another domestic animal while such domestic animal is lawfully upon public or private property. Substantial injury means any injury which results in veterinarian treatment or death.
- (c) Every Owner or possessor of a dog shall desist from commanding or provoking such dog to attack, sic or threaten a person when such person is peaceably and lawfully upon public or private property.
- (d) Any person who violates any provision of subsections (a), (b), or (c) of this section is guilty of a misdemeanor. A trained dog assisting a peace officer engaged in law enforcement duties is excluded from this section.
- (e) Nothing in subsection (a) of this section shall authorize the bringing of a criminal action arising out of bite(s) upon or physical harassment of members of the dog Owner's or possessor's household.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.01.070 Prohibited Conduct.

No Owner or possessor of any animal shall cause or permit it to do any of the following:

- (a) To be upon any public street, sidewalk, park, school ground, any public property, or upon any unenclosed premises in ~~this jurisdiction~~ the Town of Colma unless the animal is properly licensed, if such licensing is necessary hereunder, and under the control of the Owner by being saddled, harnessed, haltered, or leashed by a substantial chain, lead rope, or leash, which chain, lead rope, or leash shall be continuously held by some competent person capable of controlling such animal.
- (b) To trespass upon any private property without the consent of the owner thereof, and to knowingly permit the animal to remain upon the property or to habitually continue to trespass thereon.
- (c) To suffer or permit such animal to habitually bark or meow or act in such a manner as to continuously disturb the peace of any citizen or to be a public nuisance.
- (d) To be without proper and adequate food, water, shelter, care, and attention as described to in section 597(f) of the Penal Code.
- (e) Subsection (a) of this section shall not be applicable to cats.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.01.072. Feeding Birds and Wild Animals Prohibited.

It shall be unlawful for any person to feed or offer food to any bird or wild animal in or on any sidewalk, street, highway or public property of the Town of Colma.

[History: ORD. 637, 11/09/05; ORD. 636, 12/14/05; ORD. 637, 11/9/05; ORD. _____,
_____]

8.01.075 Animal Wastes.

(a) It is unlawful for the Owner or person having custody of any animal to fail to immediately remove and dispose of in a sanitary manner, by placing in a closed or sealed container and depositing in a trash receptacle, any feces deposited by such dog animal upon private or public property not owned or controlled by the Owner or person having custody of such dog animal.

(b) No person having the care, custody, charge or control of any animal shall permit or allow that animal on any public sidewalk, public park or on any other public property, or on any private property owned by someone other than the Owner or person who has custody or control of the animal, unless that person has, in his or her possession, an implement or device capable of removing any feces deposited by the animal.

(c) The provisions of this section shall not be applicable to:

- (1) Any animal enrolled and participating ~~in~~ in obedience classes or in any show for which the Town has issued a special event permit;
- (2) Any guide dog while being used by a blind person; or
- (3) Any domestic feline.

[History: ORD. 625, 12/08/04, ORD. _____, _____]

8.01.080 Protection of Animals in Motor Vehicles.

(a) No person, other than an individual actually working a dog or other animal for ranching purposes, shall transport or carry on any public highway or public roadway, any dog or other animal in a motor vehicle unless the dog or other animal is safely enclosed within the vehicle or protected by a cap or container, cage, cross-tether, or other device to prevent the animal from falling from, being thrown from, or jumping from said motor vehicle. As used herein "motor vehicle" includes, without limitation, automobile, pickup truck and trailer.

(b) No person shall leave a dog or other animal in any unattended motor vehicle without adequate ventilation, sanitary conditions, or in such a manner as to subject the animal to extreme temperatures which adversely effect the animal's health or safety.

(c) Notwithstanding any other provision of this ordinance, a violation of subsections (a) or (b) of this section shall be an infraction. Any Animal Control Officer or ~~law enforcement~~ peace officer who witnesses such a violation shall have the right to impound the animal if, in his or her opinion, the animal's health or safety is or will be thereby endangered.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.01.090 Release for Confinement.

No person other than the Owner or person authorized by the Owner of the animal shall release any animal from any confinement, vehicle or restraint unless such release is necessary to the immediate health and safety of the animal. This section shall not apply to peace officers or Animal Control Officers.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.01.100 Dangerous Animal Permit Required. ~~Permit for Dangerous Animals.~~

(a) No person shall knowingly keep, have, maintain, sell, trade or let for hire an animal designated under the provisions of this chapter as dangerous without obtaining a Dangerous Animal permit from the Animal Control Officer. The animal Owner shall comply with all conditions of the Dangerous Animal permit including, but not limited to, all requirements of section 8.01.120 of this chapter. Any animal which is determined to be dangerous under this chapter and for which a permit has not been obtained shall be surrendered to an Animal Control Officer for appropriate disposition including humane destruction.

(b) If an Animal Control Officer or peace officer has investigated and determined that an animal is dangerous, the Animal Control Officer and/or peace officer shall deliver written notice of such determination to the Owner of the animal. Should the animal pose a threat to the public health and safety, an Animal Control Officer may immediately impound the animal.

(c) If, after investigation by an Animal Control Officer or peace officer, that officer determines that probable cause does not exist to believe the animal is dangerous, any interested person may appeal that determination by submitting within five (5) calendar days of the decision a written request to the Animal Control Officer or peace officer for a hearing and paying the required fee. The hearing shall be conducted according to the procedures set forth in section 8.01.115 of this chapter.

(d) In determining whether or not an animal shall be declared dangerous, the Animal Control Officer, peace officer or hearing officer appointed pursuant to section 8.01.115, may consider, as a mitigating factor or factors, whether, at the time of the injury, attack or molestation, the person or animal suffering the injury, attack or molestation:

- (1) Provoked, tormented, teased, abused or assaulted the animal thereby causing or contributing to the alleged behavior;
- (2) Committed a willful trespass or other tort upon the private property of the Owner or caretaker of the animal;
- (3) Threatened or committed an unjustified attack or assault against the Owner, caretaker or person in control of the animal.
- (4) Or any other mitigating factors deemed appropriate for consideration by the Animal Control Officer, peace officer or hearing officer.

(e) Upon receipt of written or oral notification by the Animal Control Officer and/or peace officer that an animal is dangerous as defined in this chapter, the Owner shall submit an application for a Dangerous Animal permit to the Animal Control Officer within five (5) calendar days. The application for a permit shall contain the name of the applicant, applicant's address, the applicant's home and business phone numbers, the address and description of the proposed location of where the animal will be kept, if different from applicant's, a complete description and a photograph of the animal. The permit shall contain all of the requirements of section 8.01.120 and any additional conditions or requirements deemed necessary by the Animal Control Officer or peace officer to protect the public health or safety.

(f) Should the Owner of the animal wish to contest the Dangerous Animal designation, the Owner may request a hearing, to be conducted according to the procedures set forth in section 8.01.115 of this chapter. The Owner shall submit a written request for a Dangerous Animal hearing to the Animal Control Officer and/or peace officer within five (5) calendar days of written notification by the Animal Control Officer and/or peace officer that the animal has been declared dangerous. Should the Owner not submit a request for a hearing within five (5) calendar days of notification, the hearing process shall be deemed waived by the Owner, and the Dangerous Animal declaration will be considered final by the County Director of the ~~Environmental Services Agency Health System~~, or the ~~Town City having jurisdiction~~. In that event, the County Director of the ~~Environmental Services Agency Health System~~ or the ~~City having jurisdiction~~ Town may allow the Dangerous Animal permit to be issued without a hearing. Unless a Dangerous Animal permit is immediately obtained, the animal shall be impounded at the Owner's expense pending appropriate disposition as determined by the Animal Control Officer and/or peace officer.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05; ORD. ____, ____]

8.01.105 Declaration of Vicious Animals

(a) No person shall keep, have, maintain, sell, trade or let for hire an animal which has been designated as vicious pursuant to this chapter.

(b) If an Animal Control Officer and/or peace officer has investigated and determined that an animal is vicious, the Animal Control Officer and/or peace officer shall deliver to the Owner of the animal written notice of that determination. The Animal Control Officer and/or peace officer shall immediately impound or cause to be impounded the animal and shall cause the animal to be humanely destroyed unless the Owner requests a hearing under subsection (c) of this section.

(c) If the Owner of the animal disputes the designation of an animal as a Vicious Animal by the Animal Control Officer and/or peace officer ~~(s)he~~ or she may submit a written request for a hearing to the Animal Control Officer and/or peace officer within five (5) calendar days of notification. Such hearing shall be conducted according to the procedures set forth in section 8.01.115 of this chapter. Failure of the Owner to request a hearing shall result in the animal being declared vicious and humanely destroyed. The Vicious Animal declaration will be considered final by the County Director of the ~~Environmental Services Agency Health System~~, or the ~~City having jurisdiction~~ Town.

(d) If, after investigation by an Animal Control Officer or peace officer, that officer determines that probable cause does not exist to believe that the animal is vicious, any interested person may appeal that determination by submitting within five (5) calendar days of the decision a written request to the Animal Control Officer or peace officer for a hearing and paying the required fee.

(e) In determining whether or not an animal shall be declared vicious, the Animal Control Officer, peace officer or hearing officer may consider, as a mitigating factor or factors, whether at the time of the injury, attack or behavior, the person or animal suffering the injury, attack or behavior for which the animal is being determined vicious:

(1) Provoked, tormented, teased, abused or assaulted the animal thereby causing or contributing to the alleged behavior;

(2) Committed a willful trespass or other tort upon the private property of the Owner or caretaker of the animal;

(3) Threatened or committed an unjustified attack or assault against the Owner, caretaker or person in control of the animal; or

(4) ~~Or a~~ Any other mitigating factors deemed appropriate for consideration by the Animal Control Officer, peace officer or hearing officer.

[History: ORD. 635, 10/12/05; ORD. ____, ____]

8.01.110 Issuance of Permit for Dangerous Animal.

(a) No permit obtained under this section is transferable. If the Owner's address or the location where the animal is kept changes or the Owner transfers ownership of the animal, the permit shall become null and void and an application for a new permit must be submitted to the Animal Control Officer.

(b) The issuance of the permit shall be conditioned upon the animal Owner, possessor or permittee promising to adhere to the ~~Rules rules and Regulations~~ regulations of this chapter specified in section 8.01.120 an to any reasonable criteria related to the proper care, control, maintenance and use of the animal which the peace officer or Animal Control Officer shall establish.

(c) A permit issued under this chapter is subject to renewal and approval each year and is subject to conditions and requirements existing as of the date of renewal. The permittee shall pay an annual fee for this permit pursuant to the procedures established by the Division of Animal Control Services of the County Health System. If permittee fails to file an application for renewal or pay the permit fee prior to the permit anniversary date the permit shall automatically become void. The fee for such permit shall be as set forth in the Master Fee Schedule. This fee shall not be refundable.

(d) If the Owner or permittee has a history of multiple violations of this chapter or of the conditions of any previously issued Dangerous Animal permit, the Animal Control Officer or

hearing officer may deny the permit and impound the animal for appropriate disposition as determined by the Animal Control Officer or hearing officer.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05; ORD. ____, ____]

8.01.115 Hearing Procedures

(a) Hearings held under this chapter shall be conducted by a hearing officer or designated representative appointed by the Director of the ~~Environmental Services Agency of the San Mateo County Health System~~. ~~Any city contracting with the County for animal control services~~ Alternatively, the Town may elect to utilize the services of any San Mateo County designated hearing officer to hold hearings under ~~the at City's animal control ordinances~~ this chapter, and may appoint any such hearing officer in its discretion. The hearings shall be scheduled no less than five (5) working days and no more than fifteen (15) working days from the receipt of the request for the hearing unless agreed upon by the involved Animal Control Officer or peace officer and the animal Owner. A hearing may be continued if the hearing officer deems it necessary and proper or if the Owner, or Animal Control Officer and/or peace officer shows good cause.

(b) The hearing shall be conducted in an informal manner consistent with due process of law. Both the Owner of the animal and Animal Control Officer and/or peace officer may be represented by counsel. The parties may present relevant evidence and call and cross-examine witnesses. The strict rules of evidence shall not be applicable. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The hearing shall be tape-recorded and all documentary evidence submitted at the hearing shall be preserved. Any party may arrange for a court reporter to be present. Any party desiring the presence of a court reporter shall make all necessary arrangements and shall be responsible for payment of all costs.

(c) The hearing officer may exclude disorderly or disruptive persons from the hearing or make other orders as necessary to ensure the fair and orderly conduct of the hearing.

(d) The hearing officer may decide all issues for or against the Owner of the animal should the Owner fail to appear at the hearing.

(e) Within five (5) working days of the hearing, the hearing officer shall render a brief written decision, which decision shall be final at the administrative level. The written decision shall be mailed to the parties by certified mail and include a declaration or proof of mailing which includes the date on which the decision was mailed to the parties.

(f) Unless the hearing officer for good cause otherwise determines, the Owner of the animal is liable for all costs related to such hearing not to exceed three-hundred and fifty dollars (\$350).

(g) The failure to conduct a hearing required by this section shall have no bearing on any criminal prosecution for violation of any provisions of this chapter.

(h) In the case of animals determined by an Animal Control Officer or peace officer to be dangerous or vicious, the hearing officer may decide any or all of the following:

(1) That the animal be designated “vicious” and the Owner of the animal lose all rights of ownership and control of the animal and the animal shall be humanely destroyed. An animal designated as vicious will be held at the animal shelter for a minimum of five (5) calendar days from the date of the hearing officer’s decision, after which time it may be humanely destroyed without further notice to the Owner;

(2) That the animal be designated “dangerous” and the Owner must apply for and obtain a Dangerous Animal permit as provided by this chapter within five (5) calendar days of receipt of the decision letter in order to maintain the animal and the Owner must comply with all mandatory Dangerous Animal permit rules and regulations as defined in section 8.01.120;

(3) That the Dangerous Animal permit shall contain additional permit conditions to supplement the mandatory Dangerous Animal permit rules and regulations as defined in section 8.01.120 chapter, including, but not limited to, the following:

(A) That the Owner keep the animal muzzled at all times when the animal is off the Owner’s property;

(B) That the Owner prove financial responsibility by posting a bond or certificate of insurance for an amount of \$1,000,000 per animal as determined by the hearing officer;

(C) That the Owner provide private behavioral and obedience training to the animal, at the Owner’s expense and within the time set forth by the hearing officer following the issuance of a Dangerous Animal permit. Proof of participation, a report of behavioral assessment, and/or a certificate of satisfactory completion from an animal behaviorist or organization approved by the hearing officer shall be provided to the Animal Control Officer within seven (7) calendar days following any required training;

(D) That the Owner comply with any other permit requirement the hearing officer deems necessary to protect the public health or safety;

(E) That the Owner reimburse the victim for the victim’s medical expenses or the victim animal’s veterinary expenses; and

(F) Pursuant to section 8.01.160 of this chapter, that the Dangerous Animal permit be modified as ordered by the hearing officer, or revoked and the animal humanely destroyed.

[History: ORD. 635, 10/12/05; ORD. ____, ____]

8.01.120 Mandatory Dangerous Animal Permit Requirements.

Any Owner of a Dangerous Animal shall insure compliance with the following rules and regulations which shall be mandatory requirements for any Dangerous Animal permit:

(a) When the animal is off the property of its Owner, the Owner must ensure that the animal is restrained with a leash not to exceed four (4) feet in length and having a minimum tensile strength of 300 pounds and shall be under the direct control and supervision of the Owner or a person of such age, size and strength as can easily control such animal. Extraordinary care shall be taken by the Owner to ensure that such restraint is sufficient to control the animal in a manner which it will not endanger other persons or animals.

(b) The Owner shall maintain the animal so that it is not a threat to any mail carrier, sanitation worker, meter person, or other person who has the lawful right to enter the property.

(c) The Owner shall ensure that the animal is not kept upon any unenclosed premise unless it is leashed and controlled by a person capable of controlling such animal. The Owner shall ensure that the animal is not tethered, tied or staked at any unenclosed premise. The Owner shall ensure that the animal is not kept in a house or structure when the windows or doors are open or screen doors are the only obstacle preventing the animal from exiting the structure.

(d) The Owner shall ensure that the animal is kept in a fenced yard, kennel, run or enclosure approved by the Animal Control Officer or peace officer. The Owner shall ensure that all structures used to confine the animals are locked with a key or combination lock when such animals are within the structure. The Owner shall regularly inspect the fenced yard, kennel, run or enclosure to ensure that it is secure to maintain the animal.

(e) The Owner shall open premises upon which an animal is maintained at any reasonable hour for inspection by the Animal Control Officer or peace officer and said premises shall be surrendered for inspection by the Owner upon the request of the Animal Control Officer or peace officer. The Owner shall pay a fee for the costs incurred by the County or the Town for the inspection or reinspection of property. Such fee shall be set forth in the Master Fee Schedule 8-01-290.

(f) The Owner of the Dangerous Animal shall post the entrances to the property where the animal is kept with a legible sign conspicuous to the public, warning persons of the presence of a Dangerous Animal. The Owner of the Dangerous Animal shall obtain an approved sign from the Animal Control Program for a non-refundable fee and shall surrender such sign in the event of the revocation of the permit, death of animal, or approved relocation of the animal, or upon any other reasonable demand by an Animal Control Officer.

(g) The Owner of any Dangerous Animal must advise all members who reside in the same household and on the same premises of the conditions established by the permit for keeping or maintaining said Dangerous Animal.

(h) The Owner shall strictly comply with all local and state laws, rules and regulations regarding the care, use, control and maintenance of animals.

(i) In addition to a license, the Owner shall ensure that the animal shall at all times wear a separate tag issued by the Division of Animal Control Services which designates it as a Dangerous Animal. The Owner shall ensure that the Dangerous Animal be microchipped and registered with the Animal Control Program for a fee specified by ~~Section 8-01-290~~ the Master Fee Schedule within thirty (30) calendar days from the date the permit was issued. The animal

Owner shall be responsible for payment of said fee which shall be utilized by the Animal Control Program to offset the cost of the chip and to maintain the registration program.

(j) The Owner shall have the animal spayed or neutered by a licensed veterinarian, at the Owner's expense, within fifteen (15) calendar days from the date the permit was issued. The Owner shall present written proof to the Animal Control Officer that the surgery was performed. In the event an animal cannot be safely spayed or neutered due to medical reasons, the Owner shall present written proof from a licensed practicing veterinarian to the Animal Control Officer that said animal cannot be spayed or neutered.

(k) The Owner may not sell, transfer or otherwise dispose of such animal to another County or City without notifying the Animal Control Program at least twenty-four (24) hours before such sale, transfer or disposal. The Animal Control Program will notify the proper authorities of the jurisdiction to which the Dangerous Animal is transferred. Should the Owner of a Dangerous Animal wish to transfer ownership of the animal to another individual within San Mateo County, the new Owner must submit to a property inspection, apply for and obtain a new Dangerous Animal permit, pay all requisite fees, and comply with all provisions of this chapter and the requirements of the permit.

(l) No more than two Dangerous Animals may be kept at any one household.

(m) The Owner shall not allow any animal designated "dangerous" as the result of aggression against human(s) to be kept on property or within a household in which a juvenile person under the age of eighteen resides.

(n) The Owner of a Dangerous Animal must notify the Animal Control Officer of the animal's death within twenty-four (24) hours and shall produce the animal's body for verification upon request. The Owner of a Dangerous Animal must notify the Animal Control Officer immediately in the event the animal becomes lost or stolen.

(o) The Owner must pay all permit and property inspection fees as described in ~~section 8.01.290 of this chapter~~ the Master Fee Schedule.

(p) The Owner shall comply with all other permit conditions or requirements imposed pursuant to section 8.01.115 or 8.01.100(a).

[*History:* ORD. 606, 9/10/03; ORD. 635, 10/12/05; ORD. __, ____]

8.01.130 Repealed.

[*History:* Ord. 606, 9/10/03; Ord. 635, 10/12/05, Ord. 643, 4/12/06; ORD. __, ____]

8.01.140 Possession of Animals After Revocation of Dangerous Animal Permit or Vicious Declaration.

No person who has been determined to be in possession or ownership of a Vicious Animal or a Dangerous Animal for which a permit has been revoked under this chapter shall be granted any Dangerous Animal permit for a period of three years following such determination or revocation.

[*History:* ORD. 606, 9/10/03, ORD. 635, 10/12/05]

8.01.150 Inspection fee.

A fee shall be charged for the costs incurred by the County or the Town of Colma for the inspection or reinspection of property. The fee charged shall be paid by the Owner or person who has custody of the animal. Such fee shall be set forth in the Master Fee Schedule.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.01.160 Revocation or Modification of Permit.

(a) Subject to the provision of subsection (b), any permit issued pursuant to this subchapter section may be revoked or modified by the inclusion of additional requirements or otherwise, if the Animal Control Officer has reasonable cause to believe any of the following to be true:

(1) The Dangerous Animal Owner or any person the Owner has allowed to have possession of the animal has violated any local animal ordinances, or is in violation of any zoning, health and safety or building ordinance or Penal Code section relating to the keeping, care or use of any animals;

(2) The Owner or any person the Owner has allowed to have possession of the animal has violated any rules, regulations or conditions of this chapter including but not limited to Dangerous Animal permit conditions, or any requirement imposed by the Animal Control Officer, peace officer or hearing officer as necessary to insure the animal will not endanger the peace, health or safety of any person or property; or

(3) The Owner has changed the location of his residence or his place of business or sells, assigns, transfers, donates, leases, or otherwise disposes of the animal for which the permit was issued.

(b) In the event that it is reasonably necessary to protect against a threat to the health or safety of the public, or of any animal, the Animal Control Officer or peace officer may impound or cause to be impounded the animal while an investigation is taking place.

(c) If, after investigation, the Animal Control Officer or peace officer concludes that it is probable that one or more of the above grounds for revocation or modification of the permit has occurred, the Officer shall cause written notice thereof to be transmitted to the Owner. Said notice shall specify the grounds of revocation or modification of the permit. Should the Owner of the animal wish to contest the revocation or modification of the permit, ~~(s)he~~ or she may request a hearing to be held before a hearing officer not previously involved with the permit issuance or investigation, as designated by the Director of Health System, or the Town, of the Environmental Services Agency within five (5) calendar days of receiving the notice of intent to modify or revoke permit. Said hearing date shall be not less than five (5) working days or more than 15 working days subsequent to the date the request for hearing is received. The hearing shall be conducted as set forth in section 8.01.115 of this chapter. After the hearing, the hearing officer conducting the hearing may modify the terms of the permit or revoke the permit depending upon the Owner's ability to comply with the requirements of this chapter and to control the animal so that the health, safety and property of the public are protected.

(d) Upon written or oral notification by the Animal Control Officer, or hearing officer if a hearing was held, of any modifications to a Dangerous Animal permit, the Owner shall immediately comply with such modified permit requirements.

(e) Upon written or oral notification by the Animal Control Officer, or hearing officer if a hearing was held, of the revocation of a permit for a Dangerous Animal, the Owner of such animal shall within two (2) calendar days of such notification surrender said animal to an Animal Control Officer to be humanely destroyed, or provide written proof to an Animal Control Officer in the form of declaration(s) under penalty of perjury that such animal has been permanently removed from the County of San Mateo and declaring the new location or new address where the animal is to be kept.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05; ORD. ____, ____]

8.01.170 Animals To Be Impounded.

(a) Every animal kept or found by an Animal Control Officer or peace officer under conditions which constitute a violation of this chapter or other state or local law may be impounded or caused to be impounded by an Animal Control Officer or peace officer. The animal's Owner shall be charged with all costs incurred or fees applicable with respect to such impoundment.

(b) When the Animal Control Officer or peace officer has reasonable cause to believe that any animal is dangerous or vicious the Animal Control Officer or peace officer may also impound or cause to be impounded the animal and keep it for such period not to exceed fifteen (15) days in order to observe, examine and determine whether or not such animal is dangerous or vicious.

(c) Any animal subject to a Dangerous or Vicious Animal proceedings may be impounded at the discretion of the Animal Control Officer or peace officer pending notice, hearings and determinations hereunder and until any required permit is obtained.

(d) Except as otherwise provided in this chapter or state law, an impounded animal may be redeemed by the Owner, after payment of the required fees and charges and compliance with licensing requirements. In the event such animal is not so redeemed within the time set forth by state law, it may be disposed of in the manner determined by an Animal Control Officer.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05; ORD. ____, ____]

8.01.180 Notice of Impounded Animals.

Within twenty-four (24) hours of the impoundment of any animal, the Animal Control Officer shall mail a written notice thereof to the place of business or residence of the Owner of the animal if known. In the event the animal may not be redeemed as provided by subsection (d) of section 8.01.170, the Owner may request a hearing under section 8.01.115, subsections (a) – (g) of this chapter or applicable state law. The Animal Control Officer shall maintain records of said impoundment pursuant to section 8.01.200 of this chapter.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05; ORD. ____, ____]

8.01.190 Repealed.Hearing Following Impoundment.

~~Except as otherwise provided, any owner or possessor of any animal impounded pursuant to this ordinance is entitled to a hearing conducted by the Health Officer or by his designees (the "hearing officer") within ten (10) days following such impoundment provided such owner or possessor (the "petitioner") files a written petition therefore with the Animal Control Program within three (3) days following written notice of such impoundment. Unless the hearing officer otherwise determines, such petitioner is liable for all costs related to such impoundment. At the hearing, petitioner and the Animal Control Program may be represented by counsel, may present oral and written evidence, and may cross-examine witnesses. Strict rules of evidence need not apply. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The decision of the hearing officer or his designee shall be supported by the weight of the evidence. The petitioner shall be given written notice of the decision within fifteen (15) days of the hearing. The hearing officer or his designee according to this ordinance, may rule that the owner or possessor of the animal will lose all rights of ownership and control of the animal; may order that the animal will be destroyed if the animal has bitten or injured a person or domestic animal; may declare an animal to be a Dangerous Animal as defined in this ordinance; and may require the owner or possessor before the animal is released to his custody to obtain a permit under section 8.01.110 and sign an agreement which contains conditions, such as, but not limited to, the following:~~

~~(a) — (a) To keep the animal confined on his premises in an enclosure approved by the Health Officer or his designee;~~

~~(b) — (b) To keep the animal securely muzzled, leashed and under the control of a person eighteen (18) years of age or older, and who is physically capable of restraining the animal when the animal is off his property;~~

~~(c) — (c) To prove financial responsibility by posting a bond or certificate of insurance for an amount not to exceed \$100,000;~~

~~(d) — (d) To inform, along with the Animal Control Program, City, or Postal Service employee, utility company meter readers, and anyone else, who comes onto the property with implied consent or peaceably and lawfully, of the animal's viciousness if the animal is moved.~~

~~(e) — (e) A violation of any of the terms or conditions of this agreement shall result in the animal being impounded.~~

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.01.200 Record of Impounded Animals.

The Animal Control Program shall keep a record of all animals impounded, which record shall include a description of the animal, the date of its receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees and charges and proceeds of sales received on account thereof, and such additional matters as may be necessary and incidental to implementing this ordinance. Said records shall be kept for four years.

[History: ORD. 606, 9/10/03; ORD. 635, 10/12/05]

8.01.210 Field Return Fee.

A fee shall be charged for any animal impounded by an Animal Control Officer or peace officer and returned by the officer in the field to the Owner or person who has custody of the animal. The fee charged shall be paid by the Owner or person who has custody of the animal. Such fee shall be set forth in the Master Fee Schedule.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.01.220 Redemption/Spay Neuter Fee.

(a) Except as otherwise provided by this ordinance or by any other law, the Owner or person entitled to the control or custody of any animal impounded may, at any time before the sale or other disposition thereof, redeem the same by paying all proper fees assessed by Animal Control Services. The Animal Control Services shall issue to the Owner duplicate receipts for the amount of the fee paid.

(b) Upon redemption of any impounded unaltered animal, the Owner will be required to pay a spay/neuter fee in the amount of \$35.00 in addition to all applicable impound and redemption fees imposed under the Master Fee Schedule. Such fee shall be refundable upon proof of the spay/neuter of the animal within thirty (30) days of the redemption date. Any unaltered animal impounded twice or more within a three-year period shall be altered at the Owner's expense prior to redemption. At the option of the Owner, required spaying or neutering may be performed by a private veterinarian.

(c) Any Owner of an impounded animal subject to mandatory spay/neuter under subsection (b) of this section may petition, in writing, for a hearing conducted by the Animal Control Program Manager or his or her designee within three days following notice of the second impoundment. The hearing shall be held within four working days of such petition and shall be subject to the provisions of section 8.01.115, subsections (a) through (g) of this chapter. After the hearing, the hearing officer may require that the animal be spayed or neutered at the Owner's expense, unless the hearing officer determines that good cause exists for not requiring that the animal be spayed or neutered.

[History: Ord. 606, 9/10/03; Ord. 635, 10/12/05; Ord. ____, ____]

8.01.230 Redemption Fees.

Fees for animal shelter services shall be as set forth in the Master Fee Schedule. No animal shall be released to its Owner or possessor unless and until such fees are paid in full.

[History: ORD. 606, 9/10/03]

8.01.240 License Fee To Be Paid Upon Redemption.

No impounded dog may be redeemed unless and until its license fee and applicable penalty has been paid.

[History: ORD. 606, 9/10/03]

8.01.250 Epidemics.

The San Mateo County ~~Department of Health Services~~ Health System may determine and declare that rabies or other contagious diseases are epidemic or that other health and safety hazards exist among dogs or other animals within the Town. Upon the making of such a declaration, the ~~City County~~ Health Officer shall prepare and promulgate such orders, rules, and regulations as are necessary for appropriate control of all the animals concerned within the Town. Said rules and regulations of the ~~Town County~~ Health Officer may include, but are not limited to, impoundment, quarantine, vaccination, or destruction. It shall be the duty of Animal Control Officers to assist the ~~City County~~ Health Officer in carrying out such rules and regulations.

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.01.260 Bite Reporting Requirements.

It is the duty of every person having knowledge that any animal has bitten a human being to report that fact immediately to the ~~City Department of Health Services~~ County Health System, ~~the~~ Animal Control Program or to the Colma Police Department ~~local law enforcement agency~~ ~~having jurisdiction~~.

[History: Ord. 606, 9/10/03; Ord. __, ____]

8.01.270 Quarantine Fee.

A fee shall be charged for the costs incurred by the County or the Town for the quarantine of animals including but not limited to investigation, inspection of property, confinement, examination and release of the animal from quarantine. The fee charged shall be paid by the Owner or person who has custody of the animal. Such fee shall be in addition to the actual costs of the Health Officer or his designee in housing, feeding and otherwise caring for a quarantined animal. Such fee shall be set forth in the Master Fee Schedule.

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.01.280 Service Fees.

Animal Control Service fees for redemption of impounded animals, relinquishment, adoption, disposal, abatement, rescue, veterinary treatment or other services pursuant to this chapter, shall be set forth in the Town of Colma Master Fee Schedule, Subchapter 10 of Chapter 1 of the Colma Administrative Code, as amended from time to time by the City Council, which is hereby incorporated into this chapter by this reference. Fees for costs incurred in the provision of services by the Animal Control Program that are not specified in the Master Fee Schedule shall be reviewed by the Director of ~~Environmental Services Agency~~ Health System or his/her designee and established based on the Director's evaluation of what fee is necessary for reimbursement of to reimburse the Animal Control Program for its costs incurred in providing the service. In the event the cost is incurred by the Town, the City Manager or his/her designee shall review the fee and determine if the fee is necessary to reimburse the Town for costs incurred in providing services. The Director of ~~Environmental Services Agency~~ Health System or his/her designee or the City Manager or his/her designee shall have the authority to

determine the fee charged for said services. The fee charged shall be paid by the Owner or person who has custody of animal(s) for which said services have been provided.

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.01.290 ~~Repealed. Schedule of Fees and Charges.~~

~~Fees and charges shall be set forth in the Town of Colma Master Fee Schedule, which may be amended from time to time by resolution of the City Council.~~

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.01.300 Penalty for Violations.

(a) Except as specifically stated elsewhere, any violation of the provisions of this ordinance, including those provisions relating to required fees, shall be punishable as an infraction, the penalty for which is set forth in section 1.05.04~~20~~, et seq. of this Code.

(b) Notwithstanding subsection (a), any person violating any provision of sections 8.01.100(a) or 8.01.105(a) shall be guilty of a misdemeanor.

[History: ORD. 606, 9/10/03, ORD. 643, 4/12/06; ORD. __, ____]

8.01.310 Use of License and Other Revenue.

All revenue derived from the fee schedule and from fines, forfeitures, and penalties related to the enforcement of this ordinance shall be used to offset the cost of enforcement and administration of this ordinance and the Animal Control Program."

[History: ORD. 606, 9/10/03; ORD. __, ____]

~~8.01.320~~ Severability.

~~If any section, subsection, sentence, clause, phrase or word of this ordinance or of this part should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, clause, phrase or word of this ordinance or this part.~~

ARTICLE 2. COLMA MUNICIPAL CODE CHAPTER 8-02 AMENDED.

Subchapter 2 of Chapter 8 of the Colma Municipal Code, entitled "Spaying, Neutering and Breeding" shall be and is hereby amended in its entirety to read as follows:

"CHAPTER EIGHT: ANIMALS

Subchapter Two: Spaying, Neutering and Breeding

8.02.010 Definitions.

For the purposes of this chapter, the definitions contained in ~~Section~~ 8.01.010 shall apply.

[History: Ord. 606, 9/10/03]

8.02.020 Spaying/Neutering.

(a) Any person who owns or harbors within ~~the incorporated city of~~ the Town of Colma, any cat or dog over the age of six months which has not been spayed or neutered, shall procure either a license to keep an unaltered dog or cat or a license and permit for breeding cats or dogs issued by the ~~Town of Colma~~ San Mateo County Animal Control Program under section 8.02.030 of this chapter.

(b) A license shall be issued for an unaltered dog or cat if the Owner signs a written statement that such animal will not be allowed to breed unless the Owner has first obtained a breeding permit under section 8.02.030 of this code.

(c) Any person providing care or sustenance for a period of thirty days or longer shall be deemed the Owner of such animal and shall adhere to the provision of the section.

(d) Subsection (c) above shall not be interpreted to apply to a person caring for barn cats or a colony of feral cats if such person:

(1) Registers (at no charge) with the Peninsula Humane Society or ~~the Town of Colma Animal Control Services~~ San Mateo County Animal Control Services as a caretaker for barn cats or feral cats.

(2) Regularly feeds or arranges for the feeding of the cats, including on weekends and holidays;

(3) Traps or makes a reasonable effort to trap all barn or feral cats over the age of eight (8) weeks in his/her care, and has them spayed or neutered;

(4) Has all trapped cats tested for feline leukemia and has those who test positive humanely euthanized or isolated indoors;

(5) Identifies barn or feral cats that have been spayed or neutered by means of ear notching, ear tipping, or ear tagging;

(6) Has all trapped cats vaccinated according to state and local laws.

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.02.030 Breeding Permits; Administration.

(a) No person shall cause or allow any dog or cat owned or harbored, in the ~~incorporated~~ Town of Colma, to breed without first obtaining a breeding permit under this section.

(b) ~~Town of Colma Animal Control Services~~ The San Mateo County Animal Control Services shall administer a permit program to allow breeding of cats and dogs consistent with criteria and according to procedures contained in this chapter.

(c) Each applicant who is issued a permit to breed cats or dogs under this section shall pay a breeding permit fee according to the fee schedule contained in the Master Fee Schedule of this code.

(d) No person shall cause or allow the breeding of a male or female dog or cat without first obtaining a breeding permit issued by the Animal Control Services. Such breeding permit is required in addition to any license required under section 8.01.040 of this code. Breeding permits shall be valid for twelve (12) months, renewable on an annual basis. Fees for such permit shall be as set forth in the Master Fee Schedule. All breeding permits shall contain the following terms and conditions and be subject to all of the following requirements:

(1) No offspring may be sold or adopted and permanently placed until reaching an age of at least eight (8) weeks.

(2) No offspring may be sold or adopted until immunized against common diseases, or until they have begun a course of disease prevention under the direction of a State of California licensed veterinarian.

(3) If within one year of placement a new Owner becomes unable or unwilling to continue ownership and responsibility for an animal, the permit holder shall assist in placement of the animal. If no suitable placement can be found within six (6) months, the permit holder shall accept return of the animal, if healthy and shall become fully responsible for its care.

(4) Any permit holder advertising to the public the availability of any animal for adoption or sale must prominently display the permit numbers in any publications in which they advertise. Further, the permit number must be provided to any person adopting or purchasing an animal bred by the permit holder.

(5) The breeding permit holder shall adhere to minimum standards regarding the care and keeping of animals developed and approved by the Animal Control Services.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.02.040 Sale or Adoption of Cats, Dogs or Wolf Hybrids.

(a) Any person who provides or offers to the public, whether or not for compensation, any cat, dog, or wolf hybrid shall provide to their clients, free of charge, information relating to pet care and ownership, including information where applicable, on ~~City Town~~ laws pertaining to animal control. This required information will be prepared and provided by ~~City~~ San Mateo County Animal Control Services upon request.

(b) Any person offering cats, dogs, or wolf hybrids for sale or adoption shall disclose to any purchaser or adoptive Owner information regarding the licensing, registration or permit requirements of the Town of Colma applicable to such animal.

(c) No person shall offer for sale or adoption any cat, dog, or wolf hybrid on any public street, sidewalk or public park unless such person first obtains a business license to sell pets or is a recognized pet rescue/adoption agency such as Pets in Need and the Peninsula Humane Society.

(d) Prior to release for adoption, any animal adopted from any animal welfare agency shall be spayed or neutered as early as is medically appropriate, unless the adoptive Owner obtains a certificate from a licensed veterinarian certifying as to the health reasons for failing to alter such animal.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.02.050 Revocation of Permit.

(a) Any permit issued pursuant to section 8.02.030 may be revoked if the Animal Control Officer has reasonable cause to believe any of the following to be true:

(1) The permittee has violated any ~~City~~ Town ordinances relating to the keeping, care or use of any animal including, but not limited to, those contained in sections 8.01, 8.02 and 8.03 of the Colma ~~City Ordinance~~ Municipal Code;

(2) The permittee is in violation of any State health or safety law or regulation regarding animal care or control;

(3) The permittee has failed to comply with any condition or requirement of the permit or has failed to pay any fee imposed under this code;

(4) The permittee refused to allow inspection, upon forty-eight hours written notice, of any animal covered by the permit or the premises on which the animal is kept; or

(5) The permittee has transferred, sold or otherwise disposed of the animal for which the permit was issued.

(b) If, after inspection, the Animal Control Officer concludes that it is probable that one or more of the above grounds for revocation has occurred, it shall cause written notice thereof to be transmitted by mail to the address of the permittee. Said notice shall specify the grounds of possible revocation of the permit and shall specify a date and time for an informal hearing to be held before an Animal Control Officer. Said date shall be not less than five days subsequent to the date the notice is mailed. After the informal hearing, the Animal Control Officer may modify the terms of the permit or revoke the permit.

(c) The permittee may appeal the decision of the Animal Control Officer to the ~~City Environmental Health Officer~~ Town if the permittee gives written notice of such appeal within five working days of the decision.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.02.060 ~~Penalties~~ Penalty for Violations.

Except as otherwise provided by this subchapter, any violation of any of the provisions of this

subchapter shall be punishable as an infraction, the penalty for which shall be punishable as is set forth in section 1.05.020 *et seq.* of this Code.

[History: ORD. 606, 9/10/03; ORD. 643, 4/12/06; ORD. ____, _____]

8.02.070 Responsibility for Enforcement.

The Animal Control Program shall be responsible for the enforcement and administration of this subchapter.

[History: ORD. 606, 9/10/03]

ARTICLE 3. COLMA MUNICIPAL CODE CHAPTER 8-03 AMENDED.

Subchapter 3 of Chapter 8 of the Colma Municipal Code, entitled "Animal Fanciers Permit" shall be and is hereby amended in its entirety to read as follows:

"CHAPTER EIGHT: ANIMALS

Subchapter Three: Animal Fanciers Permit

8.03.010 Animal Fancier Permit Program.

(a) No person may keep more than four dogs or cats, or dogs and cats, at any one location unless that person has first obtained an Animal Fanciers Permit in accordance with this subchapter.

(b) The County Division of Animal Control shall administer an ~~a~~Animal ~~f~~ancier ~~p~~ermit program as described by this chapter to allow the keeping of dogs and/or cats up to a total of ten animals.

[History: ORD. 606, 9/10/03; ORD. ____, _____]

8.03.020 Application for Animal Fancier Permit.

Any application for an Animal Fancier Permit shall be made to the County Division of Animal Control on a form provided by the Division. The application shall include the name of the applicant, his or her residence address and telephone number, the address of the proposed location where the animals are to be kept if different from applicant's address, and a description of the housing facilities for the keeping of the animals. The application shall also state the number of dogs and/or cats to be kept and include a copy of the current license certificate issued under section 8.01.040 of this code for each animal to be kept. The Animal Control Program Manager may require the applicant to provide any other information ~~(s)~~he or she seems necessary to properly evaluate the application.

[History: ORD. 606, 9/10/03; ORD. ____, _____]

8.03.030 Issuance of Permit.

(a) An application for an animal fancier's permit shall include a statement from the applicant that:

- (1) Keeping of the animals at the proposed location will not violate any federal, state or local laws or regulations.
- (2) Appropriate facilities of sufficient size exist at the proposed location to safely and adequately secure, feed, house, exercise and maintain the animals.
- (3) The proposed location consists of a lot or lots of sufficient size to safely and adequately house, maintain and exercise the animals without disturbance to adjacent property owners or the public.
- (4) Possession and maintenance of the animals at the proposed location will not result in the animals being subject to neglect, cruelty, or abuse.
- (5) The applicant has neither had any animal license or permit revoked, nor has been convicted of any violation of any provision of sections 8.01, 8.02 and 8.03 1of this code or any other state or local animal control law, within the past year.
- (6) The keeping and maintenance of the animal will not create a public or private nuisance or endanger the public health, safety or welfare.
- (7) The keeping of the animals at the proposed location complies with all City Town zoning regulations.

(b) The Animal Control Program Manager may investigate or require any further information or documentation which would assist in determining whether the statements made by the applicant are correct and whether the permit should be issued.

[*History*: ORD. 606, 9/10/03; ORD. ____, ____]

8.03.040 Permit Conditions.

(a) Any permit issued under this chapter shall be made expressly subject to the following conditions:

- (1) The permit holder shall provide veterinary care as needed and make every effort to keep all animals free of disease and parasites.
- (2) The permit holder shall keep the animals' living quarters clean and sanitary.
- (3) Any cages or structures housing animals shall be of a sufficient size to insure the health, safety and comfort of the animals and shall be placed at least three (3) feet from any lot line in residential areas.

(4) Any other conditions which the County Division of Animal Control determines is reasonably necessary to protect the welfare of the animals kept or the public, health, safety or welfare.

(b) The fancier permit fee established under the Master Fee Schedule of this code shall be paid by the applicant prior to issuance of the permit. Such fee shall be paid each time a permit is issued or renewed.

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.03.050 Inspections.

(a) The Animal Control Program Manager may require any permit holder to produce for inspection any required animal license, permit or certificate of vaccination.

(b) The Animal Control Program Manager may, with 48 hours notice to the permit holder, conduct such inspections of the premises upon which animals are kept under a fancier's permit, as necessary to insure compliance with the conditions of the permit.

(c) Such inspection of the premises shall be based on the direct observations of an Animal Control Officer or upon a non-anonymous complaint.

[History: ORD. 606, 9/10/03]

8.03.060 Expiration and Renewal of Permits.

(a) Permits issued under this chapter shall expire one year after issuance.

(b) Permits may be renewed on an annual basis upon filing of a new application containing updated information and payment of the annual Fancier's Permit fee established by the Master Fee Schedule.

(c) No permit shall be renewed if the Animal Control Program Manager has received two (2) or more substantiated complaints concerning the location or manner of keeping of the animals or if the Animal Control Program Manager has determined that the findings set forth in section 8.03.030 cannot be made or that any of the grounds for revocation described by section 8.03.060 of this chapter exist.

[History: ORD. 606, 9/10/03; ORD. __, ____]

8.03.070 Permit Revocation.

Any permit issued under this chapter may be revoked by the Animal Control Program Manager if, after investigation, the Animal Control Program Manager finds reasonable cause to believe any of the following grounds exist:

(f) The permittee has violated any animal control laws or regulations, any zoning or health and safety laws or any regulations relating to the keeping of animals;

- (g) The permittee has failed to keep and maintain in a clean and sanitary condition the premises on which the animals are kept;
- (h) The permittee has acted in an inhumane or cruel manner in the treatment of the animals;
- (i) The permittee has failed to provide any animal with proper food, water, exercise, shelter or veterinary care;
- (j) The permittee has failed to comply with all conditions of the permit;
- (k) The permittee has failed to pay any fee or obtain any license imposed under ~~title 6 of this code~~ this chapter; or
- (l) The permittee has provided false information in the permit application or has failed to cooperate in allowing inspection of the premises by the Animal Control Program Manager.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.03.080 Appeal of Revocation of Permit.

- (a) Prior to revocation of a permit, the Animal Control Program Manager shall provide written notice to the permittee of its intention to revoke the permit. Such notice shall contain a statement of the grounds supporting permit revocation and shall advise the permittee that the permit will be revoked unless a hearing before the Director of ~~Environmental Services Agency~~ the Health System or his/her designee is requested in writing to the Animal Control Program Manager within ten (10) days of the mailing of the notice. Any request for a hearing must specify the reasons the license should not be revoked and why the grounds cited in the notice do not exist.
- (b) Upon receipt of a request for hearing, the Animal Control Program Manager shall schedule a hearing before the Director of the ~~Environmental Services Agency~~ Health System or his/her designee and shall provide the permittee with reasonable written notice of the date, time and place of the hearing.
- (c) At the hearing, the petitioner and the Animal Control Program Manager may be represented by counsel, present oral and written evidence and cross-examine witnesses. The strict rules of evidence need not apply. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. In this regard, written statements, records or reports by a state or county officer or employee, or any law enforcement or fire protection officer or employee, or the ~~a~~ Animal Control Program or its agents, acting in the course and scope of their official duties, or written statements by any person made under penalty of perjury, may be admitted as evidence that the facts or conditions expressed therein do or do not exist.
- (d) After the hearing, the hearing officer may revoke the permit or may impose additional conditions in order to allow continuation of the permit if he or she finds that substantial evidence supports the decision by the Animal Control Program Manager to revoke the permit. Alternatively, the hearing officer may determine that the permit should not be revoked.

(e) After a permit is revoked, the Animal Control Program Manager shall allow the permit holder reasonable time, not to exceed 90 days, to relocate those cats and dogs which may not be kept without an Animal Fancier Permit: except that if the cause of revocation involves health or safety concerns or violations or animal neglect or cruelty the Animal Control Program Manager may immediately impound all of the animals.

[History: ORD. 606, 9/10/03; ORD. ____, ____]

8.03.090 New Application After Denial or Revocation.

If a license has been denied or revoked, the Animal Control Program Manager shall not accept a new application by the same person or member of the person's household less than twelve (12) months after such denial or revocation unless the applicant shows and Animal Control Program Manager determines that the grounds upon which the first license or application was denied or revoked no longer exist. Upon revocation, no part of the permit fee shall be refunded.

[History: ORD. 606, 9/10/03]

8.03.100 Administrative Guidelines.

The Animal Control Program Manager may formulate administrative guidelines in conformity with, and for the purpose of implementing, this chapter.

[History: ORD. 606, 9/10/03]

8.03.110 Mediation.

Upon receipt of a nuisance complaint regarding the holder of an Animal Fancier Permit, the Animal Control Program Manager ("Manager") may require the complainant(s) to mediate with the Animal Fancier Permit holder as a precondition of investigation, citation and abatement of the nuisance. Such cases may be referred to the County Mediation Program. If the Manager determines mediation is appropriate and the complainants agree to mediate but the alleged violator refuses, the Manager may proceed with investigation and any appropriate enforcement.

[History: ORD. 606, 9/10/03]

ARTICLE 4. COLMA MUNICIPAL CODE SECTION 8.04.010 , CHAPTER 8-04, DIVISION 1, AMENDED.

Section 8.04.010, Subchapter 4, Division 1 of Chapter 8 of the Colma Municipal Code, shall be and is hereby amended to read as follows:

8.04.010 Prohibition.

(a) Except as expressly provided herein, no person shall keep, maintain or operate any premises in the Town of Colma for the purpose of maintaining, keeping or feeding hogs, pigs or swine, cattle, horses, goats, sheep, mules or any other livestock.

(b) Nothing contained herein shall prohibit a governmental organization from making temporary use of goats for one (1) week out of a calendar year solely for the purposes of weed

abatement. Such use shall immediately cease if the City Manager or his or her designee determines the public health, safety or welfare is at risk.

ARTICLE 5. COLMA MUNICIPAL CODE CHAPTER 8-04, DIVISION 2, REPEALED.

Subchapter 4, Division 2 of Chapter 8 of the Colma Municipal Code, entitled "Miniature Horses" shall be and is hereby repealed in its entirety as follows:

"CHAPTER EIGHT: ANIMALS

Subchapter Four: Regulating Livestock Animals

Division 2: Repealed Miniature Horses

~~8.04.021 — Purposes and Findings.~~

~~(a) — The purposes of this ordinance are to authorize the keeping and maintaining of miniature horses, notwithstanding other provisions of this subchapter.~~

~~(b) — The City Council finds that regulation of miniature horses is necessary to protect the public health and safety of City residents and visitors, as evidenced by the following facts:~~

~~Over the past four months, staff has received a complaint describing the presence of miniature horses located on a property along Old Mission Road, potentially contributing to the proliferation of odors, dust and nuisance to neighboring properties. On investigation, staff has confirmed that two miniature horses are kept on a commercially-zoned site with three residential units.~~

~~Regulation of keeping and maintaining miniature horses within the Town is necessary to protect the public health and safety of residents and visitors. Because of the health and sanitation risks associated with keeping or maintaining horses, this ordinance shall take force and effect on the dates provided herein despite any claims of grandfathered rights under traditional zoning laws.~~

~~It is common knowledge that a 1,000 pound horse generates 8-10 tons of manure each year. Because miniature horses are horses bred to be smaller in stature, a 100 pound miniature horse would generate 800-1,000 pounds of manure each year. Manure contains pathogens and bacteria that can degrade water resources, while elevated nitrate-nitrogen levels can cause reproductive problems in humans and animals and other diseases. Livestock are especially at risk for continuous parasite infestations when manure and pastures are improperly managed.~~

~~Managing horse manure in suburban areas is often a problem because land, to properly store and utilize the manure for crop production, is limited. In addition, when horse manure is mixed with sawdust or wood chips, and spread on farm fields, it often stunts crop growth. Since farmers don't want to stunt their crops, the horse owner has few good options for disposing of manure. Frequently, it is simply stacked outside until the pile gets so big that a neighbor complains and the manure must be hauled to a landfill. Sawdust or wood chips are the most common bedding used for miniature horses. When miniature horse manure and sawdust (or shavings) are put on soil, microorganisms in the soil start to break the mixture down. Unfortunately, these wood products have a lot of carbon that the microorganisms use for energy but not enough nitrogen to build protein. In other words, the microorganisms have an~~

~~unbalanced diet and they need nitrogen. The microorganisms find that nitrogen in the soil and they collect it more efficiently than plants do. In fact, the microorganisms do it so well that the plants growing in the soil can't find enough nitrogen to grow properly; which in turn creates an "induced nitrogen deficiency" that stunts crops.~~

~~If the bedding is not properly cleaned and maintained, the chances for a spread of disease will increase and disposal of the bedding and manure must be considered in the application of local regulations.~~

~~Another health concern is that rodents are attracted to properties where miniature horse feed is left out or improperly stored. These rodents will leave feces in areas visited and will carry diseases. Manure that is not properly managed will also attract flies. Excellent fly-breeding conditions occur in mixtures of manure, spilled feed and decaying bedding. Flies are important vectors of several enteric infections affecting humans and domestic animals and have been confirmed as disseminators of cholera, salmonellosis, shigellosis, colienteritis and campylobacter. In addition, Thelaziosis, an eyeworm infection affecting cattle, sheep, horses and goats, is mainly transmitted by the face fly *Musca autumnalis*.~~

~~Several fly species have also been found carrying eggs of Ascaris, Trichuris and Ancylostoma and may therefore play a role in the transmission of helminthiasis.~~

8.04.022 — Authorization; Limitations.

~~(a) — As used in this subchapter, a "miniature horse" means a horse that is less than 38 inches as measured at the withers and weighing no more than 200 pounds.~~

~~(b) — A person may keep or maintain a miniature horse, subject to the prohibitions and regulations contained in this subchapter, provided that a miniature horse permit is obtained and maintained as provided in this subchapter.~~

~~(c) — No person shall keep or maintain a miniature horse on any property in the Town unless all of the following are true: the property is zoned for C/DR use; the registered owner of the miniature horse resides on the property on which the miniature horse is kept; and there is at least 14,520 square feet of open space for each miniature horse on the property, provided however that the lot size for keeping a miniature horse shall not be less than the following for any person who is lawfully keeping or maintaining a miniature horse as of the effective date of this ordinance: such person may keep up to two miniature horses on property with a minimum lot size of 16,000 square feet.~~

~~(d) — No person shall keep or maintain more than two (2) miniature horses on any property meeting the standards of this subchapter.~~

~~(e) — It shall be unlawful for any person to construct, keep or maintain a shelter to keep a miniature horse unless the shelter meets the requirements of an Accessory Building under sections 5.03.070 and 5.03.080 of this Code, is constructed in accordance with the Uniform Building Code, and the City Planner has issued a Permit to such person to keep and maintain miniature horses, as provided in this ordinance.~~

~~(f) — It shall be unlawful to keep a miniature horse unless a permit in writing, authorizing the keeping of miniature horses in a commercial zone, was first applied for and obtained from the City Planner.~~

~~[History: ORD. 701, 9/14/11]~~

8.04.023 — Miniature Horse Permit for Keeping Miniature Horses.

~~(a) — No person may keep or maintain a miniature horse anywhere in Town without first obtaining a permit in writing from the City Planner.~~

~~(b) — Each application for a permit to keep and maintain miniature horses shall be made upon forms to be furnished for that purpose by the Planning Department, signed by the applicant and filed with the Planning Department. No such application shall be received for filing by the Planning Department unless accompanied by a filing fee set forth in the Master Fee Schedule. Each property upon which the applicant proposes to keep a miniature horse must be identified in the application and may be inspected by the City Planner before issuance of an initial or renewed permit under this subchapter.~~

~~(c) — The City Planner shall deny the granting of a miniature horse permit unless the City Planner finds that all criteria set forth in this ordinance have been met and that such use is not detrimental to the health, safety and welfare of the applicants and adjoining residents and property owners.~~

~~(d) — Nothing herein shall authorize the issuing of a permit to keep or maintain miniature horses for marketing or commercial purposes or in violation of any other ordinance of the Town of Colma.~~

~~(e) — The granting of a miniature horse permit shall be conditioned on the permittee maintaining a miniature horse shelter in accordance with the requirements of this ordinance and registering all permitted miniature horses with the American Miniature Horse Association or the American Miniature Horse Registry.~~

~~(f) — The City Planner may impose such conditions on the granting of a permit as are reasonably necessary to carry out the purposes of this ordinance.~~

~~(g) — A Miniature Horse Permit shall not be approved for any applicant, nor shall a Miniature Horse Permit be approved at a location where the property owner, a tenant or lessee, has actions pending as provided in either (1) or (2) listed below. Further, an approved Miniature Horse Permit shall be revoked for an applicant or location for either of (1) or (2) listed below.~~

~~(1) — Any combination of two or more outstanding citations of the Town of Colma Municipal Code, or adjudicated citations found in favor of the Town of Colma by a court of competent jurisdiction, issued within the twelve months preceding the date of the Miniature Horse Permit application and directly or indirectly related to, or similar to, any property, event, activity or use for which the Miniature Horse Permit application is proposed; or,~~

~~(2) — The individual listed as the applicant on the Miniature Horse Permit application has, or where the property owner, a tenant or lessee, of the property listed on the Miniature Horse Permit application as the intended site of the raising, housing or handling of miniature horses, has a Municipal Code violation(s) being processed by the Town of Colma or pending before a court of competent~~

jurisdiction and directly or indirectly related to, or similar to, any property, event, activity or use for which the Miniature Horse Permit application is proposed.

- (3) ~~— A Miniature Horse Permit shall be renewed annually from the date of issuance. The Miniature Horse Permit shall expire if it is not renewed.~~

~~8.04.024 — Miniature Horse Shelters; Food.~~

(a) ~~— Each person keeping or maintaining miniature horses in the Town of Colma shall maintain a shelter in a sanitary condition at all times, shall scrape and clean the shelter and remove food scraps not less than two times each week, and shall dispose of all food scraps and manure in a sanitary manner.~~

(b) ~~— Shelters shall be constructed in such manner as to preclude the attraction of rodents.~~

(c) ~~— All feed for such miniature horses shall be stored in containers which offer protection against rodents.~~

(d) ~~— Miniature horse shelters shall be of a size sufficient to house the number of miniature horses contemplated. In no case shall there be less than one miniature horse per sixty square foot of shelter floor area space.~~

(e) ~~— All miniature horses shall be fed within the confines of the shelter.~~

~~8.04.025 — Appeals.~~

~~An aggrieved party may appeal to the City Council from a decision of the City Planner under this ordinance. The appeal shall be heard in accordance with the procedures set forth in section 1.02.120 of the Colma Municipal Code. The City Council may affirm, overrule, or modify the revocation, denial or suspension.~~

~~8.04.026 — Diseased Pets: Notice to San Mateo County Health Department.~~

~~Whenever any pets shall appear to have any communicable disease, the San Mateo County Health Department shall be notified immediately of such condition with such information as may be necessary and such pets shall be immediately isolated from healthy miniature horses. No diseased miniature horse shall be sold or given away, nor shall they be otherwise disposed of except in the manner authorized by the Health Officer. A Health Officer may seize or impound a miniature horse based on a reasonable belief that prompt action is required to protect the health or safety of the animal or the health and safety of others, any such seizure or impoundment shall be consistent with the requirements stated in Penal Code sections 597.1, 597f, 599d, and 599e.~~

~~8.04.027 — Transition Provisions.~~

(a) ~~— Any use of real property existing on the effective date of this ordinance that does not conform to the provisions of this ordinance, but which was constructed, operated, and maintained in compliance with all previous regulations, shall be regarded as a nonconforming use which may be continued or terminated as stated in this section.~~

~~(b) — Because of the health and sanitation risks associated with keeping or maintaining miniature horses, all non-conforming uses must meet the requirements stated in section 8.04.022, effective immediately.~~

~~(c) — Because of the health and sanitation risks associated with keeping or maintaining miniature horses, all non-conforming uses must meet the requirements stated in section 8.04.023 and section 8.04.024 by July 14, 2007, unless an extension is granted by the City Planner.~~

~~(d) — This section (§ 8.04.027) shall be repealed as of January 1, 2008.~~

Article 6. SEVERABILITY.

Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Article 7. NOT A CEQA PROJECT.

The City Council finds that adoption of this Ordinance is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

Article 8. EFFECTIVE DATE.

This Ordinance, or a summary thereof prepared by the City Attorney, shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and is to take force and effect thirty (30) days after its passage.

Certification of Adoption

I certify that the foregoing Ordinance No. ## was duly introduced at a regular meeting of the City Council of the Town of Colma held on March 11, 2015 and duly adopted at a regular meeting of said City Council held on _____, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					

Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael P. Laughlin, AICP, City Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Land Use Element Amendment

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION ADOPTING A NEGATIVE DECLARATION AND AMENDING THE
 GENERAL PLAN LAND USE ELEMENT TO REMOVE THE ANNUAL RESIDENTIAL
 BUILDING PERMIT LIMIT OF 50 UNITS

EXECUTIVE SUMMARY

Land Use Element Policy 5.02.322 specifies that the Town should restrict to 50 the maximum annual number of new residential units that become available for rent or purchase in the Town. This restriction is not based on any known public service or utility limitation. With strong developer interest in all of the Town's housing development sites, it is possible that multiple building permits, totaling more than 50 units, could be requested within a year. Staff is recommending that this limitation be removed from the General Plan in order to accommodate development and prevent potential issues with multiple developers seeking to build more than 50 residential units in a calendar year. Removing this restriction does not in any way increase the overall quantity or density of housing under the current General Plan. Staff estimates total current buildout of the 1999 General plan to be approximately 120 units.

FISCAL IMPACT

The amendment of the Land Use Element will not require an adjustment to the Town's budget.

BACKGROUND

When the General Plan was adopted in 1999, there was concern that residential development above 50 units in a calendar year would impact the Town in a negative manner. This provision was based on the fact that the Town only had about 390 units at the time, and that development above 50 units would be significant when considered as a percentage of the existing units. Since 1999, there have been two residential

development projects: Hoffman Estates (14 Units) and Verano (63 Units). In addition, several single family homes were constructed on former greenhouse lots in the Sterling Park Neighborhood.

More significant than the development within the Town is the construction of housing adjacent to Colma in the unincorporated area around the BART Station. The two most significant projects are La Terrazza (153 Units) and Trestle Glen (119 Units). These projects were constructed without any service limitations by the same utility companies that would serve Colma development and by the Colma Fire Protection District. Likewise, substantial residential development has taken place on Colma's southern border adjacent to the South San Francisco BART Station without service restrictions.

ANALYSIS

Negative Declaration

A Negative Declaration was prepared and adopted for the 1999 General Plan which considered development within Colma at the General Plan designated densities. The total estimated number of residential units remaining under the existing land use designations is approximately 120 units. Approximately half of these 120 units could be built on Mission Road at the south end of town; the remaining half built in Sterling Park or along El Camino Real in close proximity to the Colma BART station. The removal of the 50 unit per year restriction does not change the total development allowed by the 1999 General Plan, only the potential timing of development.

The Town of Colma prepared and adopted a Mitigated Negative Declaration in 2012 which analyzed full development of sites designated in the 2009 Housing Element, a total of 63 new units. Colma does not anticipate significant residential development beyond the sites in the Housing Element in the near future. If housing is proposed on any sites not analyzed in the Housing Element (or if density requested is higher), then additional environmental analysis will be conducted on per project basis.

Since the "project" for California Environmental Quality Act (CEQA) analysis is a policy amendment that does not include the analysis of a specific development project, there are no impacts identified in the attached Negative Declaration/Initial Study. CEQA does not require evaluation of speculative outcomes, and future development is unknown at this time. Any future development application brought forth to the Town would be subject to independent CEQA review and an analysis of any impacts associated with that development application would be analyzed and mitigated in full compliance with CEQA.

Land Use Element Amendment

The Land Use Element places a limitation of 50 on the number of residential permits that can be issued within a calendar year. This policy proved problematic with the development of the Verano project, and will likely cause problems in the near future if more than one of the housing sites develops within a calendar year. There are also potential legal issues if this provision is enforced to the detriment of a specific developer.

Section 5.02.120 of the existing Land Use Element (pg. 5.02.9 of Land Use Element) states:

In order to assimilate additional population in an orderly fashion and so as not to exceed a total population of approximately 1500 by the year 2005, Colma regulates the rate at which new residential development occurs. A growth management policy restricts to 50 the maximum annual number of new units which become available for rent or purchase.

This statement is then translated into Land Use Policy 5.02.322 (Page 5.02.34):

The Town should restrict to 50 the maximum number of new residential units that become available for rent or purchase and should monitor population growth so that the total population is only approximately 1500 by the year 2005. Implementation measure: Regulation of population growth is necessary so that City Services are not overburdened and can be expanded in an orderly manner.

Staff recommends that the above language be removed from the Land Use Element. The following reasons are cited for this recommendation:

- **Ambiguity of Application Beyond 2005:** The policy only addresses monitoring of units to limit population growth so that the total population is only approximately 1,500 by 2005. Colma's 2014 population was approximately 1,458, which is below the target threshold set for 2005. If it is assumed that maximum growth of 50 units continues beyond 2005, and assuming 3 persons per household, this would assume an additional population of 1,350 people by the end of 2014. Colma is well below a population of 2,850 people. Lack of developable land and economic conditions serve to self limit development within Colma, and only about 75 units are projected in the current Housing Element (representing about 225 new residents). As previously stated, any proposed development would be subject to independent CEQA review and analysis.
- **Potential Legal Issues:** Given the favorable economic climate, it is highly possible that more than one of the development sites identified in the 2015 Housing Element could be under development at one time. This could force the Town to have to decide which development moves forward assuming multiple developments would exceed the 50 unit annual limit. This could raise legal issues for the Town that can easily be avoided by the removal of the 50 unit limit.
- **Expansion of Town Services:** All new residential projects are required to upgrade and provide the infrastructure necessary to serve the project. In addition, subdivisions and condominiums are required to pay Quimby fees that serve to offset additional users of parks and recreation services. Given the relatively small size of the in-fill residential projects anticipated in the Town, all current projects can be constructed by connections to existing utilities in the area of the development. No service providers, including Cal-Water, have indicated that there is a service limitation that would prevent development.

- Policy Disingenuous to Housing Element Goals: This policy is disingenuous to the Housing Element goal of removing barriers to the construction of housing.

Values

The recommendation is consistent with the Council value of *vision* in considering the broader regional and statewide implications of the Town's decisions and issues.

Sustainability Impact

Adoption of an amendment to the Land Use Element is consistent with the Town's Climate Action Plan and sustainability goals. The Land Use Element supports housing on in-fill sites within the Town. Additional housing close to transit will promote higher use of public transit and thereby reduce greenhouse gas emissions.

Alternative

The City Council could chose to not to adopt the Negative Declaration and not adopt the amendment to the Land Use Element. Doing so, however, could raise various issues if multiple development projects exceeding the 50 unit limit are proposed in a calendar year.

CONCLUSION

Staff recommends that the City Council adopt the Resolution adopting the Negative Declaration and amending the Land Use Element.

ATTACHMENTS

- A. Resolution Adopting a Negative Declaration and Amending the Land Use Element
- B. Negative Declaration/Initial Study

RESOLUTION NO. 2015-__**OF THE CITY COUNCIL OF THE TOWN OF COLMA****RESOLUTION ADOPTING A NEGATIVE DECLARATION AND AMENDING
THE GENERAL PLAN LAND USE ELEMENT TO REMOVE THE ANNUAL
RESIDENTIAL BUILDING PERMIT LIMIT OF 50 UNITS**

The City Council of the Town of Colma does resolve as follows:

1. Background

(a) The 1999 Town of Colma General Plan Land Use Element includes a 50 unit per year limit on building permit issuance. This limit is proposed to be removed.

(b) Staff completed an Initial Study of the proposed amendment to the Land Use Element, and determined that there is no potential for environmental impacts for this policy amendment. Staff posted a Notice of Intent to Adopt a Mitigated Negative Declaration with the San Mateo County Clerk on January 30, 2015. On January 30, 2015, staff mailed the Notice of Intent to Adopt a Negative Declaration to responsible agencies, interested parties and organizations, and posted the notice on the City's three official bulletin boards and on the Town website.

(c) As required by Government Code 65352.3, the Town of Colma consulted with California Native American Tribes. The four tribes were contacted on February 3, 2015. No comments were received.

(d) Notice of the Public Hearing to consider the adoption of the Land Use Amendment was posted on the Town's three official bulletin boards on February 3, 2015.

(e) Notice of the Public Hearing to consider the adoption of the Land Use Amendment was sent or emailed on February 3, 2015 to neighboring cities, special districts, local agencies, school districts, the Local Agency Formation Commission (LAFCO), the Association of Bay Area Governments (ABAG), the Bay Area Air Quality Management District (BAAQMD), public utility companies and additional agencies and housing organizations.

(f) On March 11, 2015 the City Council considered the Negative Declaration and Land Use Element Amendment at a Public Hearing.

2. Findings

The City Council finds that:

(a) The facts stated in the foregoing recitals are true and correct.

(b) Pursuant to California Environmental Quality Act (Cal. Pub. Res. Code §21000 et seq.) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. §15000 et seq.)

(collectively, "CEQA"), an Initial Study/Negative Declaration of the potential environmental effects of the proposed Land Use Amendment was prepared to analyze the full environmental effects of the Amendment. The Negative Declaration was circulated for public review in full compliance with CEQA Guidelines 15073 and 15105. Copies of the Negative Declaration and related project documents have been available for public review and inspection at Town Hall located at 1198 El Camino Real, Colma, California. The City Council has independently reviewed the Initial Study, the Negative Declaration, and all comments received regarding the Negative Declaration, and based on the whole record before it, finds that the Negative Declaration was prepared in compliance with CEQA and the CEQA Guidelines, that there is no substantial evidence that the Project will have a significant effect on the environment, and the Negative Declaration reflects the independent judgment and analysis of the City Council.

(c) The Town of Colma provided opportunities for public input as well as for public agency and public notification in the preparation and adoption of the Land Use Element Amendment, as set forth in paragraphs 1(d) through 1(f);

(d) The Town of Colma followed all required procedures before adopting the Land Use Element Amendment, as set forth above.

(e) The Land Use Element Amendment promotes orderly land use and is in the best interest of the community for the future.

(f) The Land Use Element Amendment does not satisfy the personal desires of a particular landowner to the detriment of the Town as the Town is seeking the amendment to ensure fairness in the development process.

(g) The Land Use Element Amendment promotes public safety, comfort, convenience, and public welfare by allowing for the potential development of housing on sites designated in the General Plan for residential uses, and ensuring any future potential development will be subject to independent CEQA review.

(h) Approval of the Land Use Element Amendment does not conflict with adopted goals of the community, namely to preserve the uniqueness of Colma a town of cemeteries and to plan for the orderly use of land resources throughout Colma.

(i) Approval of the Land Use Element Amendment is consistent with local ordinances, namely the residential and commercial zoning ordinances which permit residential development at General Plan specified densities.

3. Orders

NOW THEREFORE BE IT ORDERED AS FOLLOWS:

(a) The City Council hereby adopts the Negative Declaration in full compliance with CEQA and State CEQA Guideline 15074.

(b) Section 5.02.121 and Policy 5.02.322 of the Colma Administrative Code are hereby amended by this Resolution, and the City Clerk shall post on the Town's website the revised Colma Administrative Code.

(c) The City Council hereby amends the 1999 Land Use Element by deleting text in Section 5.02.121 of the Land Use Element (pg. 5.02.9 of Land Use Element, paragraph 4) relating to the restriction of annual residential building permits to 50 and by deleting the corresponding Land Use Policy (Policy 5.02.322, Page 5.02.34). The City Clerk shall post on the Town's website the revised Land Use Element.

Certification of Adoption

I certify that the foregoing Resolution No. 2015-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on March 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated _____

Joanne del Rosario, Mayor

Attest: _____
Sean Rabé, City Clerk

This page left intentionally blank.

**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION/
MITIGATED NEGATIVE DECLARATION**

Notice is hereby given that the public agency named below has completed an Initial Study of the following described project at the following location:		
Public Agency:	Town of Colma	
Project Name:	Land Use Element Amendment removing annual building permit limit of 50	
Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	Town wide. The Land Use Element affects all properties within the Town designated for residential land use in the General Plan Land Use Element and certain properties designated for commercial use but identified as suitable for residential use. FEB 03 2015 BESZ DE LA VEGA POSTING ONLY	
This Initial Study was completed in accordance with the Lead Agency's Guidelines implementing the California Environmental Quality Act. This Initial Study was undertaken for the purpose of deciding whether the project may have a significant effect on the environment. On the basis of such Initial Study, the Lead Agency's Staff has concluded that the project will not have a significant effect on the environment, and has therefore prepared a Draft Negative Declaration. The Initial Study reflects the independent judgment of the Lead Agency.		
<input type="checkbox"/>	The Project site IS on a list compiled pursuant to Government Code section 65962.5.	
<input checked="" type="checkbox"/>	The Project site IS NOT on a list compiled pursuant to Government Code section 65962.5.	
<input type="checkbox"/>	The proposed project IS considered a project of statewide, regional or areawide significance.	
<input checked="" type="checkbox"/>	The proposed project IS NOT considered a project of statewide, regional or areawide significance.	
<input type="checkbox"/>	The proposed project WILL affect highways or other facilities under the jurisdiction of the State Department of Transportation.	
<input checked="" type="checkbox"/>	The proposed project WILL NOT affect highways or other facilities under the jurisdiction of the State Department of Transportation.	
<input type="checkbox"/>	A scoping meeting WILL be held by the lead agency.	
<input checked="" type="checkbox"/>	A scoping meeting WILL NOT be held by the lead agency.	
If the project meets the criteria requiring the scoping meeting, or if the agency voluntarily elects to hold such a meeting, the date, time and location of the scoping meeting are as follows:		
Date:	N/A	Time: N/A
		Location: N/A
Copies of the Initial Study and Draft Negative Declaration/Mitigated Negative Declaration are on file and are available for public review at the Lead Agency's office, located at: Colma Planning Dept, 1190 El Camino Real, Colma, CA 94014		
The proposed Negative Declaration or Mitigated Negative Declaration can be obtained in electronic format by the following method: Going to the Town's website - www.colma.ca.gov		
Lead Agency address: Colma Planning Department, 1190 El Camino Real, Colma, CA 94014		
Comments will be received until the following date: February 25, 2015		
Any person wishing to comment on this matter must submit such comments, in writing, to the Lead Agency prior to this date. Comments of all Responsible Agencies are also requested.		

The Lead Agency will consider the project and the Draft Negative Declaration/ at its meeting on:

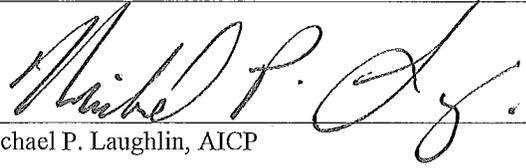
Date: March 11, 2015

Time: 7:30 P.M.

If the Lead Agency finds that the project will not have a significant effect on the environment, it may adopt the Negative Declaration/Mitigated Negative Declaration. This means that the Lead Agency may proceed to consider the project without the preparation of an Environmental Impact Report.

Date:

2/3/15



Michael P. Laughlin, AICP

City Planer

Title



TOWN OF COLMA
PLANNING DEPARTMENT

1190 El Camino Real • Colma, California 94014
Phone: (650) 757-8888 • FAX: (650) 757-8890

NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

February 3, 2015

To: Responsible Agencies, Interested Parties and Organizations

Subject: Notice of Intent to Adopt a Mitigated Negative Declaration for an Amendment to the Town of Colma Land Use Element to Remove the Annual Building Permit Limit of 50 Units

The Town of Colma General Plan Land Use Element places a limitation of 50 on the number of residential permits that can be issued within a calendar year. The following language and policy is proposed to be removed from the Land Use Element of the General Plan:

Section 5.02.120 of the Land Use Element (pg. 5.02.9 of Land Use Element) states:

In order to assimilate additional population in an orderly fashion and so as not to exceed a total population of approximately 1,500 by the year 2005, Colma regulates the rate at which new residential development occurs. A growth management policy restricts to 50 the maximum annual number of new units which become available for rent or purchase.

This statement is then translated into a Land Use Policy (Policy 5.02.322, Page 5.02.34):

The Town should restrict to 50 the maximum number of new residential units that become available for rent or purchase and should monitor population growth so that the total population is only approximately 1500 by the year 2005. Implementation measure: Regulation of population growth is necessary so that Town Services are not overburdened and can be expanded in an orderly manner.

Action is scheduled on this proposed Negative Declaration before the City Council at 7:30 P.M. on March 11, 2015 at the Town of Colma Community Center, 1520 Hillside Boulevard, Colma, CA 94014. A separate action by the City Council on the Land Use Element Amendment will follow.

CEQA Guidelines Section 15073(b) directs each Responsible Agency to respond to a Notice within twenty (20) days. The review period will extend from February 3, 2015 to February 25, 2015. A copy of the draft Draft Negative Declaration is available for review on the Town's website (www.colma.ca.gov) or at the Planning Department counter at the address below. Please send your written response, with the name of your agency contact person (if applicable), to the following address:

Michael P. Laughlin, AICP
Town of Colma Planning Department
1190 El Camino Real
Colma, CA 94014 - 3212

Your views and comments on the Land Use Element Amendment and the associated Negative Declaration are welcomed. Please contact Michael Laughlin at (650) 757-8896 if you have any questions regarding this notice.

Sincerely,


Michael P. Laughlin, AICP
City Planner



TOWN OF COLMA

Environmental Checklist Form

Project Title: Land Use Element Amendment to Remove Annual 50 Residential Unit Building Permit Limit

1. **Lead Agency Name and Address:** Town of Colma
1190 El Camino Real
Colma, CA 94014
2. **Contact Person and Phone Number:** Michael Laughlin, AICP, City Planner
650-757-8888
3. **Project Location:** Town of Colma
4. **Project Sponsor's Name and Address:** Town of Colma
1190 El Camino Real
Colma, CA 94014
5. **General Plan Designation:** Not applicable
6. **Zoning:** Not applicable

7. Description of Project:

The Town of Colma General Plan Land Use Element places a limitation of 50 on the number of residential permits that can be issued within a calendar year. The following language and policy is proposed to be removed from the Land Use Element of the General Plan:

Section 5.02.120 of the Land Use Element (pg. 5.02.9 of Land Use Element) states:

In order to assimilate additional population in an orderly fashion and so as not to exceed a total population of approximately 1,500 by the year 2005, Colma regulates the rate at which new residential development occurs. A growth management policy restricts to 50 the maximum annual number of new units which become available for rent or purchase.

This statement is then translated into a Land Use Policy (Policy 5.02.322, Page 5.02.34):

The Town should restrict to 50 the maximum number of new residential units that become available for rent or purchase and should monitor population growth so that the total population is only approximately 1500 by the year 2005. Implementation measure: Regulation of population growth is necessary so that Town Services are not overburdened and can be expanded in an orderly manner.

8. **Surrounding Land Uses and Settings: (Briefly describe the project's surroundings.)** Not applicable. This Project is an amendment to the Town of Colma General Plan Land Use Element and no specific property will be affected by this amendment.

9. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):** No other public agency approvals are required.
-

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

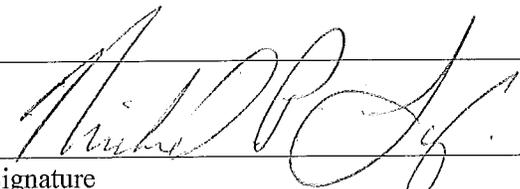
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

 _____ Signature	_____ Date <u>2/3/15</u>
_____ Printed Name Michael Laughlin, AICP, City Planner	_____ Town of Colma

EXISTING ENVIRONMENTAL SETTING

Description of the environmental setting is a key aspect of evaluating potential environmental impacts because a “*significant effect on the environment*” is the result of a substantial or potentially substantial adverse **change** in any of the physical conditions within the area affected by the project (CEQA Guidelines Section 15382). The existing environmental setting will be discussed in the analysis of the project for each environmental factor in the Initial Study.

The following sections of the Initial Study focus on evaluating the potential impacts of the removal of the 50 unit per year building permit restriction in the Land Use Element.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista? (1, 5, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway? (1, 5, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings? (1, 5, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (1, 5, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

As previously stated, the Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, it would be speculative to analyze the environmental effects from unknown projects. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted in full compliance with CEQA.

a) Have a substantial adverse effect on a scenic vista? (No Impact)

The 1999 Colma General Plan identifies the areas on either side of Hillside Boulevard, and on either side of El Camino Real from the BART crossing to the southern municipal boundary as scenic corridors (Figure C-1 of the 1999 Colma General Plan). However, because this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit restriction, and no specific development proposal is before the Town at this time, it would be speculative to analyze environmental effects from an unknown project. At the time a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if that proposal will have a substantial adverse effect on any of the Town’s identified scenic corridors.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway? (No Impact)

As previously stated, because this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit restriction, and no specific development proposal is before the Town at this time, it would be speculative to analyze environmental effects from an unknown project. At the time a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if that proposal will substantially damage scenic resources.

c) Substantially degrade the existing visual character or quality of the site and its surroundings? (No Impact)

The Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit restriction. No specific property is anticipated to be affected by the Project other than potential vacant sites in Town designated and zoned for residential development. However, because no specific development proposal is before the Town at this time, it would be speculative to analyze environmental effects from an unknown project. Therefore, there would be no impact on visual character of the site and its surroundings with the implementation of this Project. If the Town was to receive a specific development proposal in the future because of this land use amendment, subsequent environmental review will be conducted to determine if that proposal will degrade the existing visual character or quality of that specific site and its surroundings.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (No Impact)

The Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit restriction. No specific property is anticipated to be affected by the Project other than potential vacant sites in Town designated and zoned for residential development. However, because no specific development proposal is before the Town at this time, it would be speculative to analyze environmental effects from an unknown project. Therefore, there would be no impact on light and glare with the implementation of this Project. If the Town was to receive a specific development proposal in the future because of this land use amendment, subsequent environmental review will be conducted to determine if that proposal will create a new source of substantial light or glare.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
---------	--------------------------------	--	------------------------------	-----------

II. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (1, 5, 6) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (1, 5, 6) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (1, 5, 6) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? (1, 5, 6) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? (1, 5, 6) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use? (No Impact)**

There are no development sites within Colma that are identified as prime farmland, unique farmland or farmland of statewide importance. There would be no impact.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (No Impact)

There are no sites subject to a Williamson Act contract in or immediately adjacent to Colma. There would be no impact.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (No Impact)

There are no forest lands or timberland in or immediately adjacent to Colma. There would be no impact.

d) Result in the loss of forest land or conversion of forest land to non-forest use? (No Impact)

There are no forest lands in or immediately adjacent to Colma. There would be no impact.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? (No Impact)

The sites identified as having the potential for housing production are not located on or near land designated for agricultural use. Therefore, the Housing Element Update would not result in any impacts to agricultural resources.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan? (1, 5, 10, 19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standards? (1, 5, 10, 19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable air pollutants? (1, 5, 10, 19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations? (1, 5, 10, 19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people? (1, 5, 10, 19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

As previously stated, the Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, it would be speculative to analyze the environmental effects from unknown projects. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted in full compliance with CEQA.

a) Would the project conflict or obstruct implementation of an air quality plan? (No Impact)

The BAAQMD is responsible for developing a Clean Air Plan which guides the region's air quality planning efforts to attain the CAAQS. The BAAQMD's 2010 Clean Air Plan is the latest Clean Air Plan which contains district-wide control measures to reduce ozone precursor emissions (i.e., ROG and NOx), particulate matter and greenhouse gas emissions. The Bay Area 2010 Clean Air Plan, which was adopted on September 15, 2010 by the BAAQMD's board of directors:

- Updates the Bay Area 2005 Ozone Strategy in accordance with the requirements of the California Clean Air Act to implement "all feasible measures" to reduce ozone;
- Provides a control strategy to reduce ozone, PM, TACs, and greenhouse gases in a single, integrated plan;
- Reviews progress in improving air quality in recent years; and
- Establishes emission control measures to be adopted or implemented in the 2010 to 2012 timeframe.

The BAAQMD CEQA Air Quality Guidelines were prepared to assist in the evaluation of air quality impacts of projects and plans proposed within the Bay Area. The guidelines provide recommended procedures for evaluating potential air impacts during the environmental review process, consistent with CEQA requirements, and include thresholds of significance, mitigation measures, and background air quality information. They also include assessment methodologies for air toxics, odors, and greenhouse gas emissions

The Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could conflict or obstruct the applicable air quality plan. However, as no specific development proposal is before the Town at this time, it would be speculative to analyze the environmental effects from unknown projects. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if that proposal will conflict or obstruct the 2010 Clean Air Plan.

b) Would the project violate any air quality standards? (No Impact)

The Amendment of the Land Use Element would not by itself violate any air quality standards. As previously stated, the amendment relates only to the number of residential building permits issued within a year. The Project may allow for future development in excess of 50 units per year that could violate an air quality standard. However, no specific development proposal is before the City at this time and it would be speculative to analyze the environmental effects from unknown projects. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if that proposal will violate any air quality standard.

c) Would the project result in cumulatively considerable air pollutants? (No Impact)

The Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could result in cumulatively considerable air pollutants. However, as no specific development proposal is before the Town at this time, it would be speculative to analyze the environmental effects from unknown projects, and the Project itself would not result in any cumulatively considerable air pollutants. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if that proposal together with cumulative projects, would result in cumulatively considerable air pollutants.

It should be noted, that the construction of new dwelling units is consistent with the Colma General Plan and development strategies promoted by other regional planning agencies.

d) Expose sensitive receptors to substantial pollutant concentrations? (No Impact)

As stated previously, the Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could result in exposing any nearby sensitive receptors to substantial pollutant concentrations. However, as no specific development proposal is before the City at this time, it would be speculative to analyze the environmental effects from unknown projects, and the Project itself would not expose sensitive receptors to substantial pollutant concentrations. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if any sensitive receptors are in proximity to that development proposal and whether that proposal would expose those receptors to substantial pollutant concentrations.

e) **Create objectionable odors affecting a substantial number or people? (No Impact)**

As stated previously, the Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could result in odors. However, as no specific development proposal is before the Town at this time, it would be speculative to analyze the environmental effects from unknown projects, and the Project itself (a policy level amendment) will not directly result in odors. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if objectionable odors would be produced.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Open space land in Colma is characterized as disturbed due to agricultural practice and normal cemetery landscape maintenance. No areas of undisturbed native habitat exist. Colma abuts San Bruno Mountain State and County Park which provides habitat for federally-listed endangered butterflies and two subspecies of Manzanita which are listed by the State of California as threatened. Colma's tall trees and tree groves are potential nesting sites for birds protected by the Migratory Bird Treaty Act. The ornamental ponds within the cemeteries may provide habitat for the federally-listed threatened Red-legged frog (1999 Colma General Plan, 5.04.219). No Habitat Conservation Plan has been established for any area within Colma.

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (No Impact)**

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could result in a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. However, as no specific development proposal is before the Town at this time, it would be speculative to analyze the environmental effects from unknown projects, and the Project itself would not result in any substantial adverse effect to any species. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if any sensitive species are in proximity to that development proposal and whether that proposal would result in a substantial adverse effects to a sensitive species.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (No Impact)**

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could result in a substantial adverse effect on any riparian habitat or other sensitive natural community. However, as no specific development proposal is before the Town at this time, and no specific site is anticipated to be developed, it would be speculative to analyze the environmental effects from unknown projects and unknown locations, and the Project itself would not result in any substantial adverse effect on any riparian habitat or other sensitive natural community. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if any riparian habitat or sensitive species are in proximity to that development proposal and whether that proposal would result in a substantial adverse effect to riparian habitat or sensitive species.

- c) **Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) Through direct removal, filling, hydrological interruption, or other means? (No Impact)**

There are no federally protected wetlands in Colma. Therefore, there would be no impact with this Project or any future development proposal that would be allowed by the Project.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (No Impact)

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could interfere substantially with the movement of any native resident or migratory wildlife species or with migrator wildlife corridors. However, as no specific development proposal is before the Town at this time, and no specific site is anticipated to be developed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not interfere substantially with the movement of any native resident or migratory wildlife species or with migrator wildlife corridors. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if that project would interfere substantially with the movement of any native resident or migratory wildlife species or with migrator wildlife corridors.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (No Impact)

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could conflict with any local policies or ordinances protecting biological resources. However, as no specific development proposal is before the Town at this time, and no specific site is anticipated to be developed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not conflict with any local policies or ordinances protecting biological resources. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if that project conflicts in any way.

It is important to note, that any future development proposals authorized by the Project would be subject to Colma's project review process. Colma regulates tree cutting and removal (CMC 5.06.010 et seq). Should any proposed project include the removal of trees (as defined in CMC 5.06.020) the removal would be subject to a tree removal permit, and would, therefore, be in compliance with Colma's tree preservation policies and regulations and no potential impact could result. As previously stated, all future development proposals will undergo subsequent environmental review.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or State habitat conservation plan? (No Impact)

There is no adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or State habitat conservation plan that applies to land within Colma. Therefore, there would be no impact with this Project or any future development proposal allowed by the Project.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5? (1, 2, 3, 5, 6, 7, 14, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? (1, 2, 3, 5, 6, 7, 14, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature (1, 2, 3, 5, 6, 7, 14, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries? (1, 2, 3, 5, 6, 7, 14, 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5? (Less Than Significant Impact)

Incorporated in 1924, the Town of Colma's history is exemplified by its Spanish-Mediterranean architecture and historic cemeteries. During the 1999 General Plan update, the Town of Colma was comprehensively surveyed for historic resources, and private and public potentially historic resources were identified, and documented in the Historic Resources Element of the 1999 General Plan. Of the four potential housing sites in the Town, only one contains an identified historic resource – the Bocci site. The building located at 7778 El Camino Real had a new façade constructed in 1937, and has been identified as eligible for the National Register of Historic Places. (1999 General Plan, 5.08.410 (G)). The site is one of Colma's oldest cemetery-related industrial sites.

Since the project is a policy amendment that does not involve a specific development project, or a particular development site, it would be speculative to analyze the environmental effects from an unknown project at an unknown site. CEQA does not require evaluation of speculative outcomes, and any future development authorized by the Project would be subject to future CEQA review.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? (No Impact)

Since the project is a policy amendment that does not include a specific development project or a specific development site, it would be speculative to analyze the environmental effects from an unknown project at an unknown site and thus, no impact to any archaeological resource is anticipated with the Project. CEQA does not require evaluation of speculative outcomes, and future development authorized by the Project would be subject to CEQA review.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (No Impact)

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze the environmental effects from an unknown project at an unknown site and the Project itself would not result in an impact to any paleontological resource. CEQA does not require evaluation of speculative outcomes, and future development authorized by the Project would be subject to CEQA review if and when the proposal is brought forth to the Town for processing.

d) Disturb any human remains, including those interred outside of formal cemeteries? (No Impact)

Since the project is a policy amendment that does not include a specific development project or a specific development site, it would be speculative to analyze the environmental effects from unknown projects and unknown sites. Further, the Project itself would not impact any human remains. CEQA does not require evaluation of speculative outcomes, and future development would be subject to CEQA review when a future development proposal is considered.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
---------	--------------------------------	--	------------------------------	-----------

VI. GEOLOGY AND SOILS. Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking? (1, 2, 3, 5, 6, 7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction? (1, 2, 5, 6, 7, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides? (1, 2, 5, 6, 7, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil? (1, 2, 5, 6, 7, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (1, 2, 5, 6, 7, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18.1 B of the Uniform Building Code (1994), creating substantial risks to life or property? (1, 2, 5, 6, 7, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (1, 2, 5, 6, 7, 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Colma is located within the seismically active San Francisco Bay region, one of the most seismically active zones in the United States. The faults in the region are capable of generating earthquakes of at least 8.0 in magnitude on the Richter Scale, producing very strong ground shaking in Colma. The closest fault line to Colma is the San Andreas Fault, which runs along the Crystal Springs Reservoir and extends into the Pacific Ocean at Mussel Rock, west of Colma. Earthquake hazards also include secondary effects, such as earthquake induced land sliding, subsidence, liquefaction, tsunami and seiche. There are no fault lines identified within Colma's boundaries, nor is Colma within an Alquist-Priolo designated zone, so the risk of seismically induced ground rupture is low. Additionally, because Colma is situated inland, and not adjacent to any large body of water, there is a low potential for tsunamis or seiches to affect Colma.

- a) **Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42; ii) Strong seismic ground shaking; iii) Seismic-related ground failure, including liquefaction; iv) Landslides? (No Impact)**

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could result in exposing people or structures to potential substantial adverse geologic effects. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not expose any people or structures to substantial adverse geologic effects. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would expose people or structures to substantial adverse geologic effects.

It should be noted that any new development allowed by the Project would require the submittal of a soil study to identify any geologic issues, such as slope instability and the potential for landslides, and to determine how they could be addressed in the design and/or construction of the proposal. Colma requires new construction to be built using the most recent building codes to minimize potential damage to structures as a result of an earthquake. As previously noted, any specific development proposal brought forth in the future would undergo independent environmental review in full compliance with CEQA.

- b) **Result in substantial soil erosion or the loss of topsoil? (No Impact)**

Construction activity has the potential to create conditions resulting in soil erosion. In accordance with the requirements of the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP), construction sites over an acre in area are required to have an approved storm water and erosion control plan to ensure that construction activities do not result in erosion. Additionally, Colma Municipal Code (CMC) Section 5.07.010 et seq requires a grading permit for projects involving more than minor grading activity. The regulations for a grading permit require an erosion and sedimentation control plan as part of a grading permit unless the site is less than one-quarter acre in size and there is less than 50 cubic yards of cut or fill (CMC 5.07.130). Since the project is a policy amendment that does not include a specific development project or a specific development site, it would be speculative to analyze the environmental effects from unknown projects and unknown locations. Further, the Project itself would not result in any impact relating to geology and soils. CEQA does not require evaluation of speculative outcomes, and future development would be subject to CEQA review when a future development proposal is brought forth to the Town. Therefore, there would be no impact.

- c) **Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (No Impact)**

See response to VI (a), above.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (No Impact)

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could result in exposing people or structures to expansive soils. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not expose any people or structures to expansive soils. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would expose people or structures to expansive soils.

As discussed under VI (a), the construction of any new future housing would require the submittal of a soils study of the site. Such a study would identify if there is expansive soil on the site. If that is the case, the soils study would also identify what should be done in the design and/or construction of the project to address the issue of expansive soils.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (No Impact)

All of Colma is served by sanitary sewers, so there would be no need for the installation of septic systems with the Project or any future development proposal authorized by the Project. Thus, there would be no impact.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (1, 2, 3, 5, 10, 19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (1, 2, 3, 5, 10, 19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Please see the discussion in the Overview section III of the Air Quality section.

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (No Impact)

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could generate greenhouse gas emissions that may have a significant effect on the environment. However, as no specific development proposal is before the Town at this time, and no specific

development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not result in greenhouse gas emissions. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would create significant greenhouse gas emissions.

b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases? (No Impact)

Federal Regulations. The United States has historically had a voluntary approach to reducing GHG emissions. However, on April 2, 2007, the United States Supreme Court ruled that the U.S. EPA has the authority to regulate CO₂ emissions under the Federal Clean Air Act (CAA). While there currently are no adopted Federal regulations for the control or reduction of GHG emissions, the U.S. EPA commenced several actions in 2009 that are required to implement a regulatory approach to global climate change.

On September 30, 2009, the U.S. EPA announced a proposal that focuses on large facilities emitting over 25,000 tons of GHG emissions per year. These facilities would be required to obtain permits that would demonstrate they are using the best practices and technologies to minimize GHG emissions.

On December 7, 2009, the U.S. EPA Administrator signed a final action under the CAA, finding that six greenhouse gases (CO₂, CH₄, N₂O, HFCs, PFCs, SF₆) constitute a threat to public health and welfare; and that the combined emissions from motor vehicles cause and contribute to global climate change. This U.S. EPA action does not impose any requirements on industry or other entities. However, the findings are a prerequisite to finalizing the GHG emission standards for light-duty vehicles mentioned below.

On April 1, 2010, the U.S. EPA and the Department of Transportation's National Highway Traffic Safety Administration (NHTSA) announced a final joint rule to establish a National program consisting of new standards for model year 2012 through 2016 light-duty vehicles that will reduce GHG emissions and improve fuel economy. The U.S. EPA GHG standards require that these vehicles must meet an estimated combined average emissions level of 250 grams of carbon dioxide (CO₂) per mile in model year 2016, equivalent to 35.5 miles per gallon (mpg).

State Regulations. In June 2005, Governor Schwarzenegger established California's GHG emissions reduction targets in Executive Order S-3-05. The Executive Order established the following goals for the State of California: GHG emissions should be reduced to 2000 levels by 2010; GHG emissions should be reduced to 1990 levels by 2020; and GHG emissions should be reduced to 80 percent below 1990 levels by 2050.

California's major initiative for reducing GHG emissions is outlined in Assembly Bill 32 (AB 32), the "Global Warming Solutions Act," passed by the California State legislature on August 31, 2006. This effort aims at reducing GHG emissions to 1990 levels by 2020. The ARB has established 1990 baseline at 427 million metric tons (MMT) of CO₂eq. The 2020 emissions target requires the reduction of 169 MMT from the State's projected business-as-usual emissions by about 30 percent. AB 32 requires ARB to prepare a Scoping Plan that outlines the main State strategies for meeting the 2020 deadline and to reduce GHG's that contribute to global climate change. The Scoping Plan was approved by ARB on December 11, 2008, and includes GHG emission reduction strategies for energy efficiency, water use, and recycling and solid waste, among other measures. The Scoping Plan includes a range of GHG reduction actions including direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, and market-based mechanisms. As of September 2010, the ARB has adopted rules achieving 40 percent of total expected emission reductions.

Senate Bill 375, the "Sustainable Communities and Climate Protection Act of 2008," (SB 375) explicitly encourages regional planning agencies to focus new housing in areas that are already built and well

served by transit and avoiding sprawl. The law requires the Metropolitan Transportation Commission to prepare a sustainable communities strategy that demonstrates how the region will meet its GHG reduction target through integrated land use, housing and transportation planning. These community strategies direct new housing to areas well served by transit and local services, and thus to minimize motor vehicle GHG emissions.

Project Impacts. Since the project is a policy amendment that does not include a specific development project or a specific development site, it would be speculative to analyze the environmental effects from unknown projects and unknown sites. The Project itself would not conflict with any applicable plan document regarding greenhouse gas emissions. As CEQA does not require evaluation of speculative outcomes, future development allowed by the Project would be subject to independent CEQA review

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (1, 2, 5, 9, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Colma has few sources of hazardous materials and does not experience higher than normal transportation of hazardous materials on its circulation system since there are few cross-town routes. Use of pesticides and fertilizer in the Town's cemeteries are the most common occurrence of hazardous materials within the community. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) is authorized by the U.S. EPA to enforce and implement federal hazardous materials laws and regulations, including disposal and transportation of hazardous materials. There are four identified sites with existing or removed underground storage tanks (UST's) within Colma, and a former landfill is currently in the process of closing. Since there are limited potential hazardous materials generators in Colma, hazardous materials are regulated by the San Mateo County Health Department, the U.S. EPA and the DTSC.

No portion of Colma is within the State-designated "Fire Hazard Severity Zones" as determined by the California Department of Forestry and Fire Protection (Cal Fire).

a) Create a significant hazard to the public or the environment through the routine transport use or disposal of hazardous materials? (No Impact)

Since the project is a policy amendment that does not include a specific development project or a specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. Further, the Project itself would not result in any impact relating to hazardous materials. As CEQA does not require evaluation of speculative outcomes, future development allowed by the Project would be subject to independent CEQA review. Therefore, the Project itself has no impacts with respect to the transport or disposal of hazardous materials impact)

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (No Impact)

Since the project is a policy amendment that does not include a specific development project or specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. Further, the Project itself would not result in any impact relating to hazardous materials. As CEQA does not require evaluation of speculative outcomes, future development allowed by the Project would be subject to independent CEQA review. Therefore, the Project itself would not result in any hazardous materials impact.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (No Impact)

Since the project is a policy amendment that does not include a specific development project or specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. Further, the Project itself would not result in any impact relating to hazardous materials. As CEQA does not require evaluation of speculative outcomes, future development allowed by the Project would be subject to independent CEQA review. Therefore, the Project itself would not result in any hazardous materials impact and does not involve any site within one-quarter mile of an existing or proposed school.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (No Impact)

Since the project is a policy amendment that does not include a specific development project or specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. Further, the Project itself would not result in any impact relating to hazardous materials and involves no site listed as a hazardous materials site pursuant to Government Code 65962.5. As CEQA does not require evaluation of speculative outcomes, future development allowed by the Project would be subject to independent CEQA review.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (No Impact) and

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (No Impact)

Colma is located within an airport referral area as part of the San Francisco International Airport Land Use Plan, but is not located within an impacted noise over flight area. There is no private airstrip in Colma's vicinity. While Colma is within an airport referral area, flights do not typically fly over Colma, but rather fly over portions of South San Francisco to the south. No development in Colma could be built that would penetrate the flight airspace plane over Colma. There would be no impact.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (No Impact)

Since the project is a policy amendment that does not include a specific development project or specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. Further, the Project itself would not impair implementation of or physically interfere with an adopted emergency response plan or evacuation plan. Therefore, there would be no impact with regard to interference with emergency evacuation plans with implementation of the Project.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (No Impact)

Since the project is a policy amendment that does not include a specific development project or specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. Further, the Project itself would not directly expose people or structures to wildland fires. It is important to note that Colma's residential areas, including all future development sites, are located within a substantially urbanized area with minimal risk of wildland fires.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding of as a result of the failure of a levee or dam? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow? (1, 2, 4, 5, 6, 7, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Colma Creek runs through Colma, generally to the west of El Camino Real. This creek is culverted in sections and open in others. Water quality in the Colma Creek watershed is potentially affected by common urban pollutants in stormwater runoff. To manage run-off, Colma uses a stormwater collection system, in conjunction with the natural creek drainage system. In addition to this natural creek, there are man-made ornamental ponds, which may also serve as stormwater detention basins, located within some of the cemeteries..

New construction projects are required to comply with National Pollutant Discharge Elimination System (NPDES) requirements. Storm water quality standards and discharge requirements are regulated by the State Water Resources Control Board (SWRCB) in compliance with NPDES as established by the U.S. EPA. Statewide NPDES permits, such as the Industrial Stormwater and the General Construction Permits (described in the following paragraph) are overseen by the SWRCB. The Federal Clean Water Act and the California Porter-Cologne Water Quality Control Act require that large urban areas discharging stormwater into the San Francisco Bay or the Pacific Ocean have an NPDES stormwater discharge permit. Locally, the San Francisco Regional Water Quality Control Board (Water Board) is the permitting and implementation agency for the Phase I Stormwater Program as it is in effect in San Mateo County. The San Mateo Countywide Water Pollution Prevention Program (SMCWPPP) is the stormwater program of the NPDES permit issued to the City/County Association of Governments (C/CAG) which includes each incorporated city and town in San Mateo County, and the County of San Mateo.

a) Violate any water quality standards or waste discharge requirements? (No Impact)

This Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year that could violate water quality standards. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not violate any water quality standards or waste discharge requirements. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would violate any water quality standards or waste discharge requirements.

It is important to note that any new construction or substantial modifications to existing housing allowed by the Project would require a grading permit and may require the preparation and submittal of a Storm Water Pollution Prevention Program (SWPPP) to provide for stormwater management and erosion control during construction, and long term protection of water quality.

Colma's regulatory requirements in the design, approval, and implementation of the grading plan, SWPPP, and site Best Management Practices (BMP's) would ensure that any housing construction activity would not violate water quality standards or waste discharge requirements. Further, any new residential units would connect to the existing sanitary sewer so waste discharge would be regulated.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level ? (No Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this

time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not affect groundwater supplies. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would affect groundwater supplies. It is worth noting, that even if future development is brought forth, it is not anticipated to cause groundwater impacts as new housing in Colma is served by a municipal water system and it would not draw directly on any aquifer.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (No Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites, and the Project itself would not affect drainage patterns or lead to erosion. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would affect drainage patterns of cause erosion.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (Less Than Significant Impact)

See the discussion under IX (a) and (b).

e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (Less Than Significant Impact)

See the discussion under IX (a) and (b).

f) Otherwise substantially degrade water quality? (Less Than Significant Impact)

See the discussion under IX (a) and (b).

g) Place housing within a 100-year flood hazard area as mapped by a Flood Insurance Rate Map? (No Impact)

Colma has been determined by the Federal Emergency Management Agency (FEMA) to be only minimally flood-prone and therefore it is not included on FEMA's official Flood Zone Maps (1999 General Plan 5.07.310). There would be no impact.

h) Place within a 100-year flood hazard boundary structures that impeded or redirect floor flow, including dam failures? (No Impact)

Colma has been determined by FEMA to be only minimally flood-prone and therefore it is not included on FEMA's official Flood Zone Maps (1999 General Plan 5.07.310). There would be no impact.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding including flowing as a result of the failure of a levee or dam? (No Impact)

Colma has been determined by FEMA to be only minimally flood-prone and therefore it is not included on FEMA's official Flood Zone Maps (1999 General Plan 5.07.310). Colma is not in an area that would be affected by the failure of a levee or dam. There would be no impact.

j) Result in inundation by seiche, tsunami or mudflows? (No Impact)

Colma is located inland from both the Pacific Ocean and San Francisco Bay and, therefore, is not at risk of being affected by a seiche or tsunami.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community? (2, 3, 5, 6, 7, 17, 18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (2, 3, 5, 6, 7, 17, 18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (2, 3, 5, 6, 7, 17, 18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

The proposed amendment to the Land Use Element only modifies an existing restriction on the number of units that can receive building permits within a given year, and does not propose any other changes to the General Plan or Zoning.

a) Physically divide an established community? (No Impact)

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. The Project itself may allow for development in excess of 50 units in a calendar year, but would not itself physically divide an established community. CEQA does not require evaluation of speculative outcomes, and future development would be subject to CEQA review when a future development proposal is brought forward.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (No Impact)

The project is a policy amendment to the Land Use Element removing a restriction on the number of building permits that can be issued in a given year. No specific development proposal is being brought

forth at this time and it would be speculative to analyze environmental effects from an unknown project. CEQA does not require evaluation of speculative outcomes, and future development would be subject to CEQA review when a future development proposal is brought forward.

The Project itself is a policy amendment that would conflict with the Town's General Plan, if the formal amendment was not being brought forward. However, Town staff has prepared the General Plan amendment in full compliance with State Planning and Zoning laws, and with an approved amendment to the General Plan, no conflict will result.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (No Impact)

There is no adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or State habitat conservation plan that applies to land within Colma.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (1, 5, 7, 11, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (1, 5, 7, 11, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State? (No Impact)

There are no known mineral resources within Colma and no impact will result.

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (No Impact)

There are no known mineral resources within Colma and no impact will result.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (1, 2, 5, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (1, 2, 5, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (1, 2, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (1, 2, 5, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (1, 2, 5, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (1, 2, 5, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Colma defines noise as a sound or series of sounds that are intrusive, irritating, objectionable, and disruptive to daily life. Noise is primarily a concern with regard to noise sensitive land uses such as residences, schools, churches and hospitals. The Noise Element of the 1999 Colma General Plan identifies the primary source of noise in Colma as traffic noise from Highway 280 and arterial roadways in the community, specifically El Camino Real, Serramonte Boulevard, and Junipero Serra Boulevard.

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (No Impact)

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze environmental effects from unknown projects at potential unknown sites. The Project itself is not proposing any specific development and it would not cause any impact relating to noise. Although the Project may allow for the development of units in excess of 50 in a calendar year, CEQA does not require evaluation of speculative outcomes, and future development would be subject to CEQA review when a future development proposal is brought forward.

- b) **Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels? (No Impact)**

See the discussion under XII (a).

- c) **A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (No Impact)**

See the discussion under XII (a).

- d) **A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (No Impact)**

See the discussion under XII (a).

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (No Impact) and**

Colma is within an airport referral area as part of the San Francisco Airport Land Use Plan, but is not located within an impacted noise over flight area. There is no private airstrip in Colma's vicinity. Therefore, there would be no impact.

- f) **For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (No Impact)**

Colma is located within an airport referral area as part of the San Francisco Airport Land Use Plan, but is not located within an impacted noise over flight area. There is no private airstrip in Colma's vicinity. Therefore, there would be no impact.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

- a) **Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (No Impact)**

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would induce population growth.

It is worth noting that it is possible that the Project could induce population growth, but it is estimated that only 120 new residential units can be developed under the 1999 General Plan at full build-out. Further, it is unlikely that these units will develop at the same time due to varied timeframes in obtaining town approvals and building permits. However, it is recognized that a situation could arise where building permits could be requested for more than 50 of these units within a calendar year. However, even if the Project would induce some population growth, it is not estimated to be substantial as development will not exceed the amount of development permitted by the General Plan. Therefore, there is no impact.

- b) **Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (No Impact)**

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. The Project itself does not include a specific project and it will not cause an impact relating to housing displacement. Overall, CEQA does not require evaluation of speculative outcomes, and future development would be subject to CEQA review when a future development proposal is brought forward. Therefore, the Project itself would not cause an impact.

- c) **Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (No Impact)**

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. The Project itself does not include a specific project and it will not cause an impact relating to people displacement. Overall, CEQA does not require evaluation of speculative outcomes, and future development would be subject to CEQA review when a future development proposal is brought forward. Therefore, the Project itself would not cause an impact.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
---------	--------------------------------	--	------------------------------	-----------

XIV. PUBLIC SERVICES. Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18)

i. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would require new or physically altered governmental facilities.

i. Fire protection? (No Impact)

Fire protection for the Town of Colma is provided by the Colma Fire Protection District. There would be no expansion of the geographic area served by the District by this policy level amendment. No new housing is proposed with the Project, but it may lead to the development of units in excess in 50 in a calendar year. However, it is important to note, that the maximum build out in the Town is set by the General Plan which is a currently approximately 120 new units. The General Plan already analyzed full build out of the Town and no new impacts would result with the Project even at full build out.

Support for Colma Fire Protection services are levied through a special assessment which is added to the property tax bill.

ii. Police protection? (No Impact)

Police services are provided by the Colma Police Department. Much of the demand for police services is related to the retail businesses and the Cardroom. No new housing is proposed with the Project, but it may lead to the development of units in excess in 50 in a calendar year. However, it is important to note, that the maximum build out in the Town is set by the General Plan which is a approximately 120 new units. The General Plan already analyzed full build out of the Town and no new impacts would result with the Project even at full build out. The addition of a maximum of 120 new dwelling units with no expansion in the geographical area served would not represent a significant additional demand for police services.¹ There would be a less than significant impact.

iii. Schools (No Impact)

No new housing is proposed with the Project, but it may lead to the development of units in excess in 50 in a calendar year. However, it is important to note, that the maximum build out in the Town is set by the General Plan which is a maximum of 120 new units. The General Plan already analyzed full build out of the Town and no new impacts would result with the Project even at full build out.

The estimated number of school-aged children that would be generated by 120 new dwelling units is approximately 60. There is sufficient capacity within the Jefferson Elementary School District which serves more than 6,000 students in kindergarten through 8th grade in the north San Mateo County cities of Daly City, the northern portion of Colma, a portion of Pacifica and the unincorporated community of Boardmoor Village.² The Jefferson Union High School District serves the same geographic area and has approximately 5,000 students in grades 9 through 12.³ The South San Francisco Unified School District serves the southern portion of Colma in addition to South San Francisco and has a school population of approximately 9,400 students.⁴ Given the size of the school populations served by these three school districts, the accommodation of an additional 60 students would be a less than significant impact.

iv. Parks? (No Impact)

No new housing is proposed with the Project, but it may lead to the development of units in excess in 50 in a calendar year. However, it is important to note, that the maximum build out in the Town is set by the General Plan which is a maximum of 120 new units. The General Plan already analyzed full build out of the Town and no new impacts would result with the Project even at full build out.

The addition of approximately 120 new dwelling units in Colma would incrementally increase the demand for recreational services but would not require the provision of additional parks. See the discussion under Section XV, Recreation. Park fees would be collected on for-sale units through the subdivision process (Quimby Fee) which would off-set any impacts. This would be a less than significant impact.

v. Other public facilities? (No Impact)

Other municipal services such as library services, animal care and control, and courts are provided by San Mateo County. The projected increase of approximately 120 new dwelling units is well within the overall projected population increase planned for San Mateo County and, therefore, there would not be a significant impact.

¹ Personal communication with Colma Police Chief R. Lotti, December 20, 2011.

² <http://www.jsd.k12.ca.us>, December 19, 2011.

³ <http://www.juhsd.net>, December 19, 2011.

⁴ <http://www.ssfusd.k12.ca.us>, December 19, 2011.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. RECREATION. Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (1, 2, 3, 5, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment? (1, 2, 3, 5, 6, 7, 8, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Colma's recreational areas include:

1. The Sterling Park Community Center and Park located at 427 F Street, which includes a multi-purpose event space, basketball half-court, bocci ball court, and children's play area. In addition, there is an open grass park area for general play, passive recreation and events.
2. The Colma Community Center located at 1520 Hillside Boulevard, which includes large event spaces, a kitchen and the Recreation Department offices.
3. Bark Park, a dog exercise park located at 427 D Street.

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would lead to impacts associated with recreational facilities.

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Less than Significant Impact)**

The Project itself does not propose any specific development. It may allow for development in excess of 50 units in a calendar year. However, because no specific proposal is included as part of this Project, it would be speculative to analyze the environmental impacts to recreation at this time. Nevertheless, any increased population would not be sufficient to cause the accelerated substantial physical deterioration of recreation facilities nor require additional parks or recreational facilities beyond those planned for in the 1999 General Plan. As mentioned previously, full General Plan build-out is estimated to be 120 units and the Project fits within this build-out. There would be a less than significant impact.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Less than Significant Impact)

The Project itself does not propose any specific development. It may allow for development in excess of 50 units in a calendar year. However, because no specific proposal is included as part of this Project, it would be speculative to analyze the environmental impacts to recreation at this time.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. TRANSPORTATION / TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18, 20)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18, 20)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18, 20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18, 20)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18, 20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted polices, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (1, 2, 3, 5, 6, 7, 8, 15, 16, 17, 18, 20)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Colma is bounded on the west by Highway 280, and State Route 82 (El Camino Real) runs through the middle of Colma from its northern to southern boundaries. Hillside Boulevard provides another major north-south roadway on the eastern side of the community. Serramonte Boulevard provides a major east-

west route across Colma. Other major east-west routes include Colma Boulevard and Lawndale Boulevard which extends into South San Francisco as McLellan Drive.

The 1999 General Plan establishes Level of Service (LOS) E and F as acceptable during peak hours, and Level of Service D at other times (see 1999 General Plan Policy 5.03.729). All roadways and intersections within Colma are operating in compliance with these levels of service. Colma surveyed seven major intersections for evaluation in 2005. These included:

1. El Camino Real and F Street
2. Hillside Boulevard and Serramonte Boulevard
3. Hillside Boulevard and Lawndale Boulevard
4. Mission Road and Lawndale Boulevard/McLellan Drive
5. El Camino Real and Colma Boulevard
6. El Camino Real and Serramonte Boulevard
7. El Camino Real and Mission Road

All of these intersections were found to be operating at LOS D or better in the AM peak, the PM peak and the Saturday peak (2-4 p.m. Saturday afternoon), with the exception of Mission Road and Lawndale Boulevard/McLellan Drive, and El Camino Real and Mission Road. Mission Road and Lawndale Boulevard/McLellan Drive operated at LOS E in the AM peak, and El Camino Real and Mission Road operated at Level F in the PM peak, although it operated at LOS B in the AM peak.¹

- a) **Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (Less than Significant Impact)**

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would conflict with any plan, ordinance or policy for transportation.

- b) **Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (Less than Significant Impact)**

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is

¹ Baseline Traffic Conditions for the Town of Colma, California, prepared by RKH Civil and Transportation Engineering, June 14, 2005.

before the Town, subsequent environmental review will be conducted to determine if it would conflict with any applicable congestion management program.

It is important to note that the San Mateo County congestion management program has been developed, based on the adopted General Plans of the communities within San Mateo County, including Colma's 1999 General Plan. Housing has already been accounted for in San Mateo County's congestion management program, including any potential development in excess of 50 units per year as full General Plan build-out under Colma's 1999 General Plan is 120 housing units. Therefore, there would be a less than significant impact.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (No impact)

No change in air traffic patterns is anticipated with this Project or any other Project in Colma because the Town is not adjacent to any airport. There would be no impact.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if traffic hazards are associated with that development.

e) Result in inadequate emergency access? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if any future project would result in inadequate emergency access.

f) Conflict with adopted polices, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the City at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would conflict with any adopted policies or plans for public transit, bicycle or pedestrian facilities.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (2, 4, 5, 6, 7, 8, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2, 4, 5, 6, 7, 8, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2, 4, 5, 6, 7, 8, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? In making this determination, the City shall consider whether the project is subject to the water supply assessment requirements of Water Code Section 10910, et. seq. (SB 610), and the requirements of Government Code Section 664737 (SB 221). (2, 4, 5, 6, 7, 8, 13, 15, 16, 21)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (2, 4, 5, 6, 7, 8, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (2, 4, 5, 6, 7, 8, 13, 15, 16, 22)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste? (2, 4, 5, 6, 7, 8, 13, 15, 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

OVERVIEW

Water

Colma receives water from the California Water Service Company (Cal Water) and is located within Cal Water's South San Francisco District, which includes most of South San Francisco, Colma, and the unincorporated community of Broadmoor. Sources for Cal Water supply are primarily purchased water from the San Francisco Public Utilities Commission (SFPUC) with a small amount of groundwater

supply.¹ In accordance with State law, Cal Water provides reports on its projected water supply and demand. The most recent report is California Water Service Company's 2010 *Urban Water Management Plan, South San Francisco District*, adopted June 2011. As described in this report, Cal Water entered into a Water Supply Agreement with SFPUC in 2009 which provided for a supply guarantee of 35.78 million gallons per day (MGD) to be allocated among its Bear Gulch, South San Francisco and Mid-Peninsula Districts.² "SFPUC can meet the demands of its retail and wholesale customers in years of average and above average precipitation."³

During periods of drought, there could be shortfalls, which would be met by reduction of customer demand through implementation of the adopted Water Shortage Contingency Plan, and the development of alternative supplies.⁴ One such alternative source includes the conjunctive use project, which involves the storage of water during years of average and above average precipitation in the aquifer beneath northern San Mateo County, to be drawn on during drought emergencies.⁵

Table 2.2-3, *Population – Current and Projected* of the Cal Water Report shows a population of 58,658 within the District in 2010 which would increase to 60,581 by 2015 and 62,384 by 2020. The projected demand for water includes an increase in demand based on population projections. Table 5.2-4, *Supply and Demand Comparison*,

Water Measurements and Conversions	
1 cubic foot of water	= 7.48 gallons
1 CCF (100 cubic feet)	= 748 gallons
One AF (Acre Foot)	= 43,560 cubic feet

Normal Year of the Cal Water Report projects a surplus supply compared with demand through 2030 for Cal Water's three districts - Bear Gulch, South San Francisco and Mid-Peninsula – combined. The projected demand includes an increase in demand based on population projections. The following table provides an excerpt of the information contained in the Cal Water Report Table 5.2-4.

Table 11: Projected Water Supply and Demand in Cal Water's Bear Gulch, South San Francisco and Mid-Peninsula Districts Combined (In Acre Feet/Year)

	Projected Supply	Projected Demand	Difference
2015	42,762	42,047	715
2020	42,762	39,900	2,862
2025	42,762	41,046	1,716
2030	42,762	42,225	507
2035	42,762	43,530	(-768)

Source: Table 5.2-4, *Supply and Demand Comparison, Normal Year*, California Water Service Company 2010 Urban Water Management Plan, South San Francisco District, adopted June 2011

After 2035, there is the potential for a shortfall in supply, which would be addressed by conservation programs and the development of alternative supplies which may be subject to further CEQA review and analysis.

In 2011, Colma examined its water use and sewer generation rates as part of updating its sewer fees. As part of that analysis, the Public Works Department determined that an average Colma household used 75 CCF (100 cubic feet) of water per year.⁶

¹ California Water Service Company 2010 Urban Water Management Plan, South San Francisco District, adopted June 2011, *Table 4.1-1 Available Water Supplies*.

² Ibid, page 50.

³ Ibid, page 47.

⁴ Ibid, page 70.

⁵ Ibid, page 52.

⁶ Personal communication, Public Works staff, January 6, 2012.

Wastewater

Colma maintains the wastewater collection system to collect sewer discharges from individual properties and convey the discharges to two wastewater treatment districts. The Town has begun an analysis of the capacity of the collection system as the basis for future planning and to identify any needed improvements to the collection system.

Colma wastewater discharges go to the existing wastewater treatment facilities for South San Francisco and the North San Mateo County Sanitation District. Colma has an allocation of sewer treatment and disposal for each District, as shown in Table 12.

**Table 12: Wastewater Disposal Allowances and Estimated Disposal Volumes
(in Gallons Per Day)**

District	Disposal Allowance (1)	Estimated Disposal (2011)	Discharge as Percentage of Allowance
South San Francisco	468,000 gpd	152,321 gpd	32.5%
North San Mateo County Sanitation District	450,000 gpd	72,203 gpd	16.0%

(1) Disposal Allowance is based on average dry weather flow in gallons per day (ADWF gpd).

Source: Town of Colma Public Works Department, 2012.

Current volumes of wastewater disposal are well within Colma's allowances. Some portion of this water use is outdoor water use (such as landscape watering, car washing, etc) and is not discharged into the sanitary sewer. For the purposes of estimating the wastewater generated, it is assumed that 80 percent of water use would result in sanitary sewer discharge, and that 20 percent would be used in ways that do not result in sewer discharge.

Solid Waste

The main solid waste disposal site for San Mateo County is the Ox Mountain landfill. San Mateo County adopted its *Five Year Countywide Integrated Waste Management Plan Review Report* dated December 2009. In this report, based on 5-year and 10-year average disposal rates, the remaining capacity of this site was estimated to be over 20 years.¹ A 2008 aerial survey also estimated the remaining landfill capacity at over 20 years.² All communities in San Mateo County are actively participating in recycling programs to divert solid waste from disposal in the landfill.

¹ San Mateo County, *Five Year Countywide Integrated Waste Management Plan Review Report* dated December 2009, page 25.

² Ibid.

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would exceed wastewater treatment requirements.

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Less than Significant Impact)

Colma receives sanitary wastewater treatment from two providers: South San Francisco and the North San Mateo County Sanitation District.

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the City at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would impact water or wastewater treatment facilities.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would require new storm water drainage facilities or expansion of existing facilities.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would exceed wastewater treatment requirements.

It is worth noting that there is sufficient capacity within Cal Water's South San Francisco District to provide water to any new dwelling units. Based on Cal Water's Company 2010 Urban Water

Management Plan for the South San Francisco District, there is sufficient water supply during years of average and above average precipitation. There is an adopted Water Shortage Contingency Plan to manage water resources during a drought emergency. New residential development would comply with California's Green Building Code requirements for low-flow plumbing fixtures, and landscaping would comply with State requirements for water conserving landscaping. Colma has adopted these regulations in Colma Municipal Code (CMC section 5.11.010 et seq). Therefore, newly constructed units would be more water efficient. There would be a less than significant impact.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Colma receives sanitary wastewater treatment from two providers: South San Francisco and the North San Mateo County Sanitation District which should have sufficient capacity to provide wastewater treatment for new dwelling units.

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would exceed wastewater treatment requirements.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would exceed landfill requirements.

The main solid waste disposal site for San Mateo County is the Ox Mountain landfill. Colma participates in recycling to reduce the volume of material that goes into the landfill. This includes requirements for a 50 percent diversion of construction debris, as well as recycling of green waste, cans, bottles, and paper. Based on the San Mateo County 2009 *Five Year Countywide Integrated Waste Management Plan Review Report*, there is over 20 years of remaining capacity at Ox Mountain, based on average rates of waste generation. There is sufficient capacity to accommodate the solid waste generation from the construction of any new dwelling units, as well as the ongoing waste generated by these units. There would be a less than significant impact.

g) Comply with federal, State, and local statutes and regulations related to solid waste? (Less than Significant Impact)

As previously mentioned, this Project is a policy level change to the Town of Colma General Plan Land Use Element to remove a 50 unit yearly restriction. The Project may allow for future development in excess of 50 units per year. However, as no specific development proposal is before the Town at this time, and no specific development site is proposed, it would be speculative to analyze the environmental

effects from unknown projects at unknown sites. At the time that a specific development proposal is before the Town, subsequent environmental review will be conducted to determine if it would exceed wastewater treatment requirements.

Colma development regulations would require that any construction project comply with the 50 percent diversion requirement for construction debris. All new housing units would be required to subscribe to solid waste services, which would include the provision of containers appropriate for the sorting and diversion of recyclable materials. There would be a less than significant impact.

Issues:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
---------	--------------------------------	--	------------------------------	-----------

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of an endangered, rare or threatened species; or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

(The numbers identify the references from the Reference List used in evaluating each potential environmental factor)

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? (Less than Significant with Mitigation Incorporated)**

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze the environmental effects from unknown development at unknown sites. The Project itself would not result in an impact relating to degrading the environment. As CEQA does not require evaluation of speculative outcomes, any future development would be subject to CEQA review when a future development proposal is brought forward.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.) (No Impact)**

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze the environmental effects from unknown development at unknown sites. The Project itself would not result in an impact relating to degrading the environment. As CEQA does not require evaluation of speculative outcomes, any future development would be subject to CEQA review when a future development proposal is brought forward.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (No Impact)

Since the project is a policy amendment that does not include a specific development project, or a specific development site, it would be speculative to analyze the environmental effects from unknown development at unknown sites. The Project itself would not result in an impact relating to degrading the environment. As CEQA does not require evaluation of speculative outcomes, any future development would be subject to CEQA review when a future development proposal is brought forward.

PREPARER

Michael P. Laughlin, AICP
City Planner

REFERENCES

The following sources are referenced in the Initial Study Checklist, and are hereby incorporated by reference into this document: The State CEQA Guidelines Section 15150 is the authority permitting incorporation by reference.

All referenced documents are available for review either at the Town of Colma Planning Department or online.

1. California Environmental Quality Act (CEQA) Statutes and Guidelines
2. State Planning and Zoning Law
3. Subdivision Map Act
4. National Pollution Discharge Elimination System (NPDES) Permit
5. Town of Colma General Plan: Provides information, policies, objectives and programs relating to land use, circulation, noise, safety, air quality, and open space.
6. Town of Colma General Plan Negative Declaration
7. Town of Colma Municipal Code: Regulations that include building codes and zoning development standards.
8. California Building Code: Regulates construction
9. Uniform Fire Code: Regulates construction, specifically as it pertains to public safety.
10. Bay Area Air Quality Management District CEQA Guidelines, April 1999: Provides guidance regulations, survey data and thresholds for new development and its potential impacts on air quality.
11. USGS Map Showing Faults and Earthquake Epicenters in San Mateo County, CA: Provides information on the location of faults and the likelihood of seismic events damaging new development.
12. FEMA Flood Insurance Rate Map: Provides information on the likelihood of flooding on public or private property.
13. San Mateo Countywide Stormwater Pollution Prevention Program's Section C.3 Stormwater Technical Guidance Document, updated December 2007: Regulates new development and construction to ensure the reduction of stormwater runoff and maximum infiltration during construction or after construction of new development.
14. Town of Colma Historic Resources Inventory: Provides guidance on location and vulnerability of historic resources
15. Site Analysis of individual sites
16. Project Plans for previous applications at 7773 El Camino Real and 7700 El Camino Real
17. ABAG's *Projections 2009*
18. Census 2000
19. Bay Area Air Quality Management District, 2010. Bay Area 2010 Clean Air Plan, September.
20. Baseline Traffic Conditions for the Town of Colma, California, prepared by RKH Civil and Transportation Engineering, June 14, 2005.
21. California Water Service Company 2010 Urban Water Management Plan, South San Francisco District, adopted June 2011, Table 4.1-1 Available Water Supplies.
22. San Mateo County, Five Year Countywide Integrated Waste Management Plan Review Report dated December 2009, page 25.

CONTACTS

Ahmed, Muncer, 2012. Assistant Engineer, Town of Colma Public Works Department. Personal communication with Colette Meunier of LSA Associates, Inc., January 3, 6 and 9, 2012.

Donohue, Brad, 2012. Acting Public Works Director, Town of Colma Public Works Department. Personal communication with Colette Meunier of LSA Associates, Inc., January 3, 2012.

Dossey, Brian, 2012. Director of Recreation Services, Town of Colma Recreation Department. Personal communication with Colette Meunier of LSA Associates, Inc., December 20, 2011.

Lotti, Robert, 2012. Police Chief, Town of Colma Police Department. Personal communication with Colette Meunier of LSA Associates, Inc., December 20, 2011.

GLOSSARY OF ABBREVIATIONS

AB 32	Assembly Bill 32
ARB	Air Resources Board
BAAQMD	Bay Area Air Quality Management District
BART	Bay Area Rapid Transit District
BMP	Best Management Practices
C/CAG	City/County Association of Governments
CAAQS	California Ambient Air Quality Standards
Cal Fire	California Department of Forestry and Fire Protection
Cal Water	California Water Service Company
CCAA	California Clean Air Act
CEQA	California Environmental Quality Act
CH ₄	Methane
CMC	Colma Municipal Code
CNEL	Community Noise Equivalent Level
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
CO ₂ e	Carbon Dioxide Equivalents
DTSC	Department of Toxic Substances Control
FCAA	Federal Clean Air Act
FEMA	Federal Emergency Management Agency
FIP	Federal Implementation Plan
GHG	Greenhouse Gas
GPD	Gallons Per Day
HFCs	Hydrofluorocarbon
ITE	Institute of Transportation Engineers
LOS	Level of Service

MBTA	Migratory Bird Treaty Act
MGD	Million Gallons Per Day
MLD	Most Likely Descendant
MMT	Million Metric Tons
MPG	Miles Per Gallon
N ₂ O	Nitrous Oxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage commission
NHTSA	National Highway Traffic Safety Administration ³
NO ₂	Nitrogen Dioxide
NOI	Notice of Intent
NO _x	Oxides of Nitrogen
NPDES	National Pollution Discharge Elimination System
O ₃	Ozone
Pb	Lead
PFCs	Perfluorocarbons
PM ₁₀	Particulate Matter
PM _{2.5}	Particulate Matter
RHN Allocation	Regional Housing Needs Allocation
ROG	Reactive Organic Gases
SB 2	Senate Bill 2
SB 375	Senate Bill 375
SF ₆	Sulfur Hexafluoride
SFPUC	San Francisco Public Utilities Commission
SIP	State Implementation Plan
SMCWPPP	San Mateo Countywide Water Pollution Prevention Program
SO ₂	Sulfur Dioxide
SWPPP	Storm Water Pollution Prevention Program
SWRCB	State Water Resources Control Board
U.S. EPA	U.S. Environmental Protection Agency
UST	Underground Storage Tanks
Water Board	San Francisco Regional Water Quality Control Board

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Roger Peters
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: Recycling and Solid Waste Hauling Franchise

RECOMMENDATION

None. This is a study session to receive comments from Council members and citizens on a Request for Proposals ("RFP") to collect, process or dispose of solid waste and recyclable materials. No Council action will occur at this meeting. Comments, questions and opinions regarding the matters described in this report will help staff prepare the RFP.

EXECUTIVE SUMMARY

This Staff Report outlines the essential deal points of a proposed RFP for a new franchise agreement with a waste hauler to provide for recycling and solid waste services beginning April 1, 2016. The new franchise agreement will continue many services now being provided by the three existing haulers and will also include new or enhanced services and programs to comply with changes in the law after the existing franchise agreements were made several years ago. The proposed services and programs include:

- weekly curbside collection of residential solid waste, recyclable materials and organic wastes;
- periodic collection of residential bulky goods and Holiday trees;
- household hazardous waste program enhancements for all residents;
- collection of food scraps from all residences;
- optional food scrap collection for businesses;
- improved recycling technical assistance for businesses;
- labels on all containers; and
- better outreach and education for all users.

FISCAL IMPACT

Most of the work in preparing the RFP and other documents will be done by in-house staff and the City Attorney's office, for which funds have already been budgeted. A consultant will be retained to assist staff at a cost not to exceed \$15,000, which too has already been budgeted.

STATE LAW

Following the passage of the Integrated Waste Management Act in 1989, the Legislature enacted a series of statutes to require or encourage diversion of solid waste materials from disposal into landfills.

AB 939 requires each city to divert 50% of all solid waste from disposal at landfills through source reduction, recycling, and composting activities,¹ and AB 341 says it is the state's goal to divert 75% by 2020.²

AB 1826, adopted last year, requires local jurisdictions to implement an organic waste recycling program to divert organic waste generated by businesses by January 1, 2016. Organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.³ Because each jurisdiction is unique, each must adopt a program that suits its specific local needs. The program could be an ordinance or a franchise agreement with a mandatory organic waste and food waste recycling program for all businesses. These organic waste requirements are applicable whether or not the jurisdiction meets its 50 percent diversion target.⁴

Originally, the law provided that the use of solid waste as alternative daily cover for landfills would constitute diversion. However, another law adopted in 2014 provides that, beginning January 1, 2020 the use of green material as alternative daily cover does not constitute diversion and would be considered disposal for purposes of the Act.⁵ The effect of this law is to require cities to adopt programs to encourage reuse, recycling or composting of green waste beginning in 2020.

BACKGROUND

Since 2011, Allied Waste Systems ("Allied") has been collecting solid waste materials and recyclable materials from most residences and businesses located north of Serramonte Boulevard while South San Francisco Scavenger Co., Inc. ("Scavenger") has been collecting from most residences and businesses located south of Serramonte Boulevard. Recology Peninsula Services ("Recology") provides these same services to ten businesses located in various locations in Colma. The collection and disposal rights were granted in franchise agreements that will expire on March 31, 2016.

To have a new franchise agreement in place in sufficient time to begin service on April 1, 2016, staff began the process for issuing the RFP by holding community meetings with businesses and residents to apprise them of proposed new services and programs and to

¹ "[Each] jurisdiction shall divert 50 percent of all solid waste on and after January 1, 2000, through source reduction, recycling, and composting activities." CALIF. PUB. RES. CODE § 41780 (AB 939).

² "The Legislature hereby declares that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter." CALIF. PUB. RES. CODE § 41780.01 (effective 1/1/2012)

³ CALIF. PUB. RES. CODE § 42649.8.

⁴ "[On] and after January 1, 2016, each jurisdiction shall implement an organic waste recycling program that is appropriate for that jurisdiction and designed specifically to divert organic waste generated by businesses ..., whether or not the jurisdiction has met the requirements of Section 41780." CALIF. PUB. RES. CODE § 42649.82 (AB 1826, adopted 2014)

⁵ "Commencing January 1, 2020, the use of green material as alternative daily cover does not constitute diversion through recycling and shall be considered disposal for purposes of this division." CALIF. PUB. RES. CODE § 41781.3

obtain their feedback. At a meeting of business leaders on February 17, several participants voice approval of the suggestions for requiring improved onsite recycling technical assistance, more education and training of their employees, and improved outreach and labeling of containers. One participant suggested that the Town require that developers and builders set aside sufficient space in new developments for recycling and solid waste containers. At a meeting on March 4, the residents expressed strong support for programs to collect food scraps household hazardous waste, and for better education and outreach.

The Analysis section of this report describes the components of the proposed RFP. The report concludes by asking the Council for its comments, questions and opinions to help guide staff in finalizing the RFP.

ANALYSIS

Residential Services

The proposed RFP will require the selected hauler to continue the successful services currently being provided to residents and will request the selected hauler to add new services to help the Town meet its diversion goal.

The proposed RFP would require the hauler to continue these services:

- Weekly curbside collection of solid waste, green waste and recyclable materials from single-family dwelling units (SFD);
- Weekly or more frequent collection of solid waste, green waste and recyclable materials from multi-family dwelling units (MFD);
- On-demand collection of bulky goods at least once a year; and
- Christmas tree collection.

The proposed RFP would require the hauler to also collect food scraps, which is the largest component of waste still going to the landfill. Recycling food scraps is an essential program to enabling Colma to meet its diversion goal. The selected hauler would provide each household a pail with a lid for in-home collection of food scraps. The resident will simply place scraps into the outside green waste container, which the hauler will collect each week.

The bulky goods collection program has been successful and will be continued but with a greater emphasis on reuse or recycling of bulky goods. Currently, a resident can call one time for bulky goods to be collected along with the resident's regular pick-up. An alternative might be to have the hauler provide bulky goods collection twice a year on dates scheduled by the hauler. The choice between those alternatives will be based on which is the more cost effective. To help meet the Town's diversion goal, the hauler will be required to stimulate reuse or recycling of bulky goods. For example, the hauler could partner with a nonprofit to take reusable clothing.

Household hazardous waste (HHW) materials, such as batteries, paints, cleaning fluids and pesticides, are in a special category. They cannot be disposed into landfills and are not suitable for recycling. Some people dump them into the storm sewers, which pollutes the San Francisco Bay. They require special treatment and disposal. To protect the public, another proposed new program would be collection of household hazardous waste (HHW) materials, such as batteries, paints, cleaning fluids and pesticides twice a year at a drop-off collection point, such as the Colma Corporation Yard.

The hauler will continue to collect Christmas trees.

Commercial Services and Programs

Each business is free to select the level of solid waste collection that is appropriate for that business. For example, a real estate office might need only a 32 gallon container to be collected while an auto dealer might need a 3 cubic yard container. However, each business that generates more than four cubic yards of solid waste per week is required by state law to recycle.⁶

The proposed RFP will require the selected hauler to offer recycling services at no additional charge and to offer food scraps collection service at a reduced charge.

The selected hauler will also be required to provide enhanced recycling technical assistance and education to businesses. Technical assistance may include providing free in-house recycling containers; making an on-site visit at least once a year; educating and training the company's janitorial staff; or recommending service changes that would result in greater recycling. These are proven measures that can increase recycling, which will benefit the business owner by reducing their operational costs, save employee's time, and boost the company's reputation as a "green" business.

The key to greater recycling and better services for businesses will be greater collaboration between the Town, the business leaders, and the hauler.

Town Facilities and Events

The selected hauler will be required to provide recycling, organics and solid waste collection service at no charge to all Town buildings, including Town Hall and Annex, Police Station, Creekside Villas, Corporation Yard, Sterling Park Community Center, Colma Community Center, and Hillside Historical Museum. The hauler will also be required to support Town-sponsored community events, including Town-wide Clean-up Day, Earth Day, Holiday Party, Halloween Pumpkin-carving Party, National Night Out, the Chamber crab feed, and the Town Picnic.

Add-on Services

The proposed RFP could ask each bidder to submit a separate line item proposal showing the cost for certain add-on items to the Franchise Agreement, such as the program for collecting household hazardous waste (HHW) materials, such as batteries, paints, cleaning fluids and pesticides, and providing inside recycling containers for businesses. With that information the Council could decide to include or exclude the program or perhaps to enhance it.

Deal Points and Other Contract Terms

The RFP will state that the selected hauler may not charge more than the maximum rates set forth in a Franchise Agreement. The RFP will request each bidder to submit a complete schedule of rates for all residential and commercial users, within certain guidelines set forth by the Town. For example, the rates for commercial food scraps collections must be lower than the rates for similar size containers for solid waste containers to encourage the food scraps program. The recycling services will continue to be provided to residents and businesses at no additional charge because the costs for these services are included in the solid waste charges. Annual increases will be based on an index mandated by the Town, such as a cost-of-living index or a multi-index.

⁶ CALIF. PUB. RES. CODE § 42649.2 (AB 341, adopted 2011)

The initial term of the franchise agreement will be for ten years. The Town will be open to establishing provisions for automatic extensions based on satisfactory performance.

The RFP will identify, and the Franchise Agreement will include strict performance standards along with penalties for failure to meet these standards. For example, a missed pick-up, or a certain number of unanswered phone calls, or a late report could each result in the hauler paying a penalty.

Sustainability Impact

The RFP will lead to a Franchise Agreement that will not only achieve the Town's goals diversion goal but also assist in reducing greenhouse gas emissions (GHG) from landfills.

Reasons and Values

One reason for the proposed RFP is to comply with the law. State law requires cities to meet an ongoing 50% diversion target and to help achieve a statewide 75% diversion goal. To fulfill state requirements, cities can adopt an ordinance or enter into a franchise agreement that requires services or programs to meet the diversion goals. Failure to fulfill state requirements could result in penalties.

Another, more compelling reason is to fulfill the City Council's commitment to acting *responsibly* by considering the long-range consequences of its decisions. By approving a Request for Proposals that will increase recycling, the Council will be making a responsible decision that will help achieve a statewide goal of diverting at least 75% of all waste from disposal in a landfill by the year 2020.

Alternatives

There is no feasible alternative to using a franchise agreement to achieve the diversion goal. There are meaningful alternatives, however, to many of the proposed franchise terms. For example, the City Council could instruct staff to use a different model for setting rates for solid waste services than what staff has proposed; or, the Council could instruct staff to drop a particular proposed program and develop another program to meet the diversion goal in another manner

CONCLUSION

Staff is asking for comments, questions and opinions from the Council to prepare the final form of Request for Proposals. The Council will select the best bidder to whom it will award an exclusive franchise agreement to provide recycling and solid waste services in Colma.

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael P. Laughlin, City Planner
 Turhan Sonmez, Associate Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 11, 2015
 SUBJECT: General Plan Survey Results

RECOMMENDATION

None. This is an informational item to update the Council on the results of the General Plan Survey. No Council action is required; however, staff seeks comments, questions, impressions and opinions from each individual Council member regarding the results of the survey. The Council's feedback regarding the results of the survey will help staff in completing the General Plan Update.

EXECUTIVE SUMMARY

This past fall, staff administered a survey (via mail and an online portal) to the Town's residents, businesses, and property owners, to elicit input on how Colma should grow over the next 20 years. The main points of the survey results are summarized as follows:

- Spanish Mediterranean vs. Architectural Variety. Among all respondents, 49% would prefer Spanish/Mediterranean exclusively, while 51% would prefer more architectural variety throughout the Town.
- Town Center. Among all respondents, 72% support a "Town Center", only 2% are opposed to one, and 26% are neutral on the topic.
- More Housing. Among all respondents, 24% support more housing in the Town, 37% are opposed to it, and 39% are neutral on the topic.
- Hotel. Among all respondents, 31% support a hotel in Colma, 43% oppose a hotel, and 26% are neutral on the topic.

BACKGROUND

In order to assess community sentiment about various types of development and land use preferences, staff prepared a survey that was mailed to property owners, tenants and business owners. The survey was mailed in the fall of 2014, and an on-line version was available through the Town's website. The Town received 92 completed surveys and organized them into four groups (based on respondent information provided):

- Residential property owners
- Residential tenants
- Commercial property owners
- Commercial tenants

For all 92 surveys, responses for each quantitative survey question were tallied and converted into overall percentages, while responses for each qualitative question were analyzed for similar themes and keywords. Additionally, staff reviewed data and qualitative responses for response groups individually and compared response group data.

ANALYSIS

Policies and Land Use

Town-wide responses to policy and land use survey questions (based on all 92 completed surveys):

Land Use	Support	Neutral	Oppose
More Restaurants or Stores	65%	20%	15%
Entertainment Opportunities	57%	26%	17%
Library	63%	30%	7%
Hotel	31%	26%	43%
Park or Public Multi-Use Plaza Space	74%	16%	10%
More Housing	24%	39%	37%
Acquisition of Additional Park Space	74%	19%	7%
A Walkable "Town Center"	72%	26%	2%
Encourage Sustainability	80%	19%	1%
Historic Preservation	80%	18%	2%
Preserve Existing Neighborhoods	83%	16%	1%

All response groups indicated moderate to strong support for all potential policies and land uses mentioned in the survey, with the exception of the following land uses:

- a hotel
- more housing

Commercial tenants were the only respondents which indicated moderate to strong support for these land uses. Commercial property owners indicated only mild support for these land uses, and both residential groups indicated strong opposition to them. Among residential respondents, 53% opposed a hotel (25% supported a hotel and 23% were neutral), and 48% opposed more housing (19% supported new housing and 33% were neutral).

The lack of residents' support for a hotel is especially significant because in order for the Town to impose transient occupancy tax on persons staying in a potential hotel, the Town would need to obtain voter approval. Without voter approval, the Town could not impose the tax.

Town Design

Preference concerning whether new construction in Colma (outside of El Camino Real) should consist of Spanish Mediterranean architecture exclusively, or if there should be more architectural variety in the Town, was fairly evenly split within all four response groups. Both residential response groups indicated a slight preference toward having Spanish/Mediterranean exclusively, while both commercial response groups indicated a slight preference toward having more architectural variety. Among all respondents, 49% would prefer Spanish/Mediterranean exclusively, while 51% would prefer more architectural variety.

Public Improvements

The types of improvements most strongly supported by all response groups were:

- Beautify roadways
- Improve intersections
- Add sidewalks

Improvements mildly to moderately supported by all response groups were:

- Bike paths/lanes
- Improve weekday traffic
- Improve weekend traffic

Qualitative Responses Summarized

Qualitative responses differed among the response groups. The residential groups responses primarily expressed appreciation for the well-maintained, safe, quiet, "small town" environment Colma provides, and for the benefits enjoyed by residents. The commercial groups responses primarily expressed appreciation for Colma's business friendly environment, low fees, high-level of service provided by Town staff and the City Council, and for the safe environment the Colma

Police Department provides. Colma's neighbor to the south, Burlingame, was the city most respondents felt would be a good model for Colma.

CONCLUSION

Staff seeks comments from the City Council on the General Plan Update Survey. Council's feedback will help staff in completing the General Plan Update.

ATTACHMENTS

- A. Data Summarized by Response Group
- B. General Plan Update Survey

Attachment A - Data Summary by Response Group

Residential Property Owners

The Town received thirty-nine (39) completed surveys from *residential property owners*. Their responses to questions from the survey are summarized (by category) below.

Policies and Land Use

When asked if they would support the below policies and /or land uses in the Town, respondents answered:

Land Use	Support	Neutral	Oppose
More Restaurants or Stores	67%	9%	24%
Entertainment Opportunities	56%	30%	14%
Library	69%	23%	8%
Hotel	28%	28%	44%
Park or Public Multi-Use Plaza Space	71%	15%	14%
More Housing	17%	38%	45%
Acquisition of Additional Park Space	70%	16%	14%
A Walkable "Town Center"	67%	30%	3%
Encourage Sustainability	82%	15%	3%
Historic Preservation	83%	14%	3%
Preserve Existing Neighborhoods	92%	5%	3%

Town's Design Overlay

When asked if new construction in Colma (outside of El Camino Real) should consist of Spanish Mediterranean architecture exclusively, or if they would prefer to see more architectural variety in the Town, 54% of respondents indicated the Town should be exclusively Spanish Mediterranean, while 46% indicated they would like to see more architectural variety.

Public Improvements

When asked to identify three (3) transportation improvements they would like to see, respondents indicated strong support for the following:

- Bike paths/lanes
- Beautify roadways
- Improve intersections
- Add sidewalks

When asked to identify three (3) transportation improvements they would like to see, respondents indicated minor support for the following:

- Improve weekday traffic
- Improve weekend traffic

Qualitative Responses Summarized

Respondents indicated they appreciate the safe, quiet, friendly, and “small town” environment in Colma. They also appreciate the high-level of customer service they receive from Town Staff and the City Council, the various programs and “perks” they receive, and the well-maintained appearance of the Town. Several respondents specifically indicated desire for a community pool, more parks, more restaurants, a movie theatre, a grocery store, and a hotel. Several respondents feel Burlingame, CA provides a good model for Colma.

Residential Tenants

The Town received twenty-six (26) completed surveys from *residential tenants*. Their responses to questions from the survey are summarized (by category) below.

Policies and Land Use

When asked if they would support the below policies and /or land uses in the Town, respondents answered:

Land Use	Support	Neutral	Oppose
More Restaurants or Stores	58%	35%	8%
Entertainment Opportunities	74%	9%	17%
Library	70%	17%	13%
Hotel	22%	17%	61%
Park or Public Multi-Use Plaza Space	71%	16%	13%
More Housing	21%	29%	50%
Acquisition of Additional Park Space	83%	17%	0%
A Walkable “Town Center”	84%	12%	4%
Encourage Sustainability	88%	12%	0%
Historic Preservation	75%	21%	4%
Preserve Existing Neighborhoods	76%	24%	0%

Town’s Design Overlay

When asked if new construction in Colma (outside of El Camino Real) should consist of Spanish Mediterranean architecture exclusively, or if they would prefer to see more architectural variety

in the Town, 54% of respondents indicated the Town should be exclusively Spanish Mediterranean, while 46% indicated they would like to see more architectural variety.

Public Improvements

When asked to identify three (3) transportation improvements they would like to see, respondents indicated strong support for the following:

- Beautify roadways
- Improve intersections
- Add sidewalks

When asked to identify three (3) transportation improvements they would like to see, respondents indicated moderate support for the following:

- Bike paths/lanes
- Improve weekday traffic
- Improve weekend traffic

Qualitative Responses Summarized

Respondents indicated they appreciate the safe, quiet, friendly, and “small town” environment in Colma. They also appreciate the high-level of customer service they receive from Town Staff and the City Council, the various programs and “perks” they receive, and the well-maintained appearance of the Town. Additionally, they appreciate the convenient access to public transit and shopping. Several respondents specifically indicated desire for more parks, more restaurants, and a convenience store.

Commercial Property Owners

The Town received twenty (20) completed surveys from *commercial property owners*. Their responses to questions from the survey are summarized (by category) below.

Policies and Land Use

When asked if they would support the below policies and /or land uses in the Town, respondents answered:

Land Use	Support	Neutral	Oppose
More Restaurants or Stores	55%	30%	15%
Entertainment Opportunities	30%	40%	30%
Library	45%	50%	5%
Hotel	35%	35%	30%
Park or Public Multi-Use Plaza Space	75%	20%	5%
More Housing	30%	50%	20%
Acquisition of Additional Park Space	68%	17%	15%
A Walkable "Town Center"	60%	40%	0%
Encourage Sustainability	63%	37%	0%
Historic Preservation	75%	25%	0%
Preserve Existing Neighborhoods	75%	25%	0%

Town's Design Overlay

When asked if new construction in Colma (outside of El Camino Real) should consist of Spanish Mediterranean architecture exclusively, or if they would prefer to see more architectural variety in the Town, 45% of respondents indicated the Town should be exclusively Spanish Mediterranean, while 55% indicated they would like to see more architectural variety.

Public Improvements

When asked to identify three (3) transportation improvements they would like to see, respondents indicated strong support for the following:

- Beautify roadways
- Improve intersections
- Add sidewalks

When asked to identify three (3) transportation improvements they would like to see, respondents indicated minor support for the following:

- Improve weekday traffic
- Improve weekend traffic
- Bike paths/lanes

Qualitative Responses Summarized

Respondents indicated they appreciate the safe environment the police provide and the well-maintained appearance of the Town. They also appreciate the business friendly environment, low fees, and high-level of customer service they receive from Town Staff and the City Council. Several respondents specifically indicated desire for more restaurants and a hotel.

Commercial Tenants

The Town received seven (7) completed surveys from *commercial property tenants*. Their responses to questions from the survey are summarized (by category) below.

Policies and Land Use

When asked if they would support the below policies and /or land uses in the Town, respondents answered:

Land Use	Support	Neutral	Oppose
More Restaurants or Stores	100%	0%	0%
Entertainment Opportunities	100%	0%	0%
Library	100%	0%	0%
Hotel	71%	15%	14%
Park or Public Multi-Use Plaza Space	100%	0%	0%
More Housing	100%	0%	0%
Acquisition of Additional Park Space	100%	0%	0%
A Walkable "Town Center"	100%	0%	0%
Encourage Sustainability	100%	0%	0%
Historic Preservation	100%	0%	0%
Preserve Existing Neighborhoods	100%	0%	0%

Town's Design Overlay

When asked if new construction in Colma (outside of El Camino Real) should consist of Spanish Mediterranean architecture exclusively, or if they would prefer to see more architectural variety in the Town, 43% of respondents indicated the Town should be exclusively Spanish Mediterranean, while 57% indicated they would like to see more architectural variety.

Public Improvements

When asked to identify three (3) transportation improvements they would like to see, respondents indicated moderate support for the following:

- Beautify roadways
- Improve intersections
- Add sidewalks

When asked to identify three (3) transportation improvements they would like to see, respondents indicated minor support for the following:

- Improve weekday traffic
- Bike paths/lanes

Qualitative Responses Summarized

Respondents indicated they appreciate the safe environment the police provide and the well-maintained appearance of the Town. They also appreciate Colma as a great shopping destination. Several respondents specifically indicated desire for more restaurants.



Town of Colma General Plan Update

www.colma.ca.gov

Tell Us What you Think!

The Town of Colma is undertaking the update of its General Plan to create a sustainable land use, urban design and transportation vision for the next 20 years.

It is crucial that the General Plan reflect the goals of residents and all community members. Please fill out and return the survey in this newsletter. The survey is postage pre-paid, so you can just place it into the attached stamped envelope and drop it in the mail. If you prefer, you can take the survey online at www.colma.ca.gov. Please limit survey responses to no more than 3 persons per household.

Fold

Fold

What is the General Plan?

The General Plan is a document adopted by the City Council that helps guide our Town's future. It can be described as a constitution for conservation and development. It sets a framework for decisions on how to grow, provide public services and facilities, as well as protect and enhance the community. The General Plan also expresses broad community values and goals, gives a picture of the Town in the future, and outlines how to get there. The current General Plan was last updated in 1999, and needs to be revised to remain current and useful.

What Issues will the General Plan Cover?

The update of the General Plan allows an opportunity to take a fresh look at the vision of the Town, and provides a chance for residents, property owners and businesses to define the Town's future.

Much of the Town, especially our residential neighborhoods, will not undergo any changes in the new General Plan. In fact, the General Plan will provide policies to preserve and enhance existing neighborhoods. The addition of new businesses and some new housing will be explored in a way that is sensitive to established neighborhoods, respects historical resources, and supports transit use.

Fold

Fold

Fill out survey below, fold page in thirds, place in attached envelope, and mail back. No additional postage necessary!

Town of Colma Mail Survey

PLEASE RETURN BY NOVEMBER 24, 2014

1 Do you (Please check all that apply):

- Live in the Town of Colma? How long? _____
- Own a business in the Town of Colma? How long? _____
- Work in the Town of Colma? How long? _____
- Own property in the Town of Colma? How long? _____

2 What are the two things you like most about the Town of Colma?

1. _____
2. _____

3 What is the one business or land use you would like to see within Colma in the future?

4 For any new construction in Colma outside of the El Camino Real Corridor, should all buildings be Spanish Mediterranean (tile roofs, stucco, wood trim, etc.) or would you prefer to see architectural variety?

- Spanish Mediterranean
- Architectural Variety

5 Please indicate your support or opposition to the following actions or uses for the Town of Colma over the next 20 years:

	STRONGLY SUPPORT	SUPPORT	NEUTRAL	OPPOSE	STRONGLY OPPOSE
More restaurants or stores.....	<input type="checkbox"/>				
Entertainment opportunities.....	<input type="checkbox"/>				
A library (or library pick-up station).....	<input type="checkbox"/>				
A hotel.....	<input type="checkbox"/>				
Park or public multi-use plaza space.....	<input type="checkbox"/>				
More housing.....	<input type="checkbox"/>				
Acquisition of additional park space.....	<input type="checkbox"/>				
A walkable "Town Center".....	<input type="checkbox"/>				
Encourage sustainability, such as recycling, water conservation, alternative energy.....	<input type="checkbox"/>				
Promote historic preservation.....	<input type="checkbox"/>				
Preserve existing neighborhoods.....	<input type="checkbox"/>				
Other: _____					

6 Please select three (3) transportation improvements you would like to see happen in the future:

- Add more bike paths and bike lanes
- Beautify major roadways such as El Camino Real, Serramonte Boulevard and Collins Avenue
- Improve the intersection of El Camino Real and Mission Road
- Improving or adding sidewalks, making it easier to walk to more places
- Improvements to address weekday traffic
- Improvements to address weekend traffic
- Other: _____

7 Name a Town or area that you think provides a good model for Colma:

8 Additional comments about Colma:

The following questions are optional and responses will be kept strictly confidential. Your response is helpful in our analysis.

- 1 Age:** 1-10 11-20 21-40 41-60 61+ years **2 Are you:** ___ Male ___ Female

3 Colma Residents Only: How many people live in your home? Please respond by putting the number of individuals in each of the following age categories:

___ 1-10 ___ 11-20 ___ 21-40 ___ 41-60 ___ 61+ years

4 Colma Residents Only: Please indicate the locations where each household member goes to work or to school (place a "w" on each line for work and an "s" on each line for school). Please write in the margins if more space is needed.

_____ Daly City	_____ South San Francisco
_____ Colma	_____ Other San Mateo County
_____ Alameda County	_____ Other (Please Specify): _____

Please Join Us for a General Plan Open House!

Learn more about the General Plan and share your ideas at a community open house on November 3, 2014. Come anytime between 4:30 PM and 6:30 to the Colma Community Center, 1520 Hillside Boulevard, Colma 94014. Hope to see you there!