



**AGENDA  
REGULAR MEETING**

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

**Wednesday, September 13, 2017  
7:00 PM**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

**ADOPTION OF AGENDA**

**PRESENTATIONS**

- Proclamation in honor of the San Mateo County LGBTQ Commission
- Recognition of Honor Roll Students

**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 August 23, 2017 Regular Meeting.
2. Motion to Approve Report of Checks Paid for August 2017.
3. Motion Approving the Town's Response to the Grand Jury Report Dated July 12, 2017, Regarding "A Delicate Balance: Privacy vs. Protection."
4. Motion to Adopt a Resolution Adding Subchapter 3.02.274 to the Colma Administrative Code, Employment, Relating to Value of Uniforms for CalPERS Purposes and Authorizing an Increase in Standby Pay.
5. Motion to Adopt a Resolution Approving and Authorizing the City Manager to Execute a Contract with Kittelson & Associates, Inc. in the Amount of \$250,000 for Preparation of Colma Systemic Safety Analysis Report (SSAR).
6. Motion to Adopt a Resolution Authorizing an Updated Agreement for Financial Services with Regional Government Services (RGS).
7. Motion to Receive and File the Fourth Quarter (April 2017 – June 2017) Financial Report and Direct Staff to Post a Copy to the Town Website.

8. Motion to Receive and File the Semi-Annual Report of Investment Holdings, which is Presented for Informational Purposes.
9. Motion to Adopt a Resolution Authorizing a Close-Out of Certain Projects and Redistribution of Certain Inactive Project Balances Including an Additional Appropriation of \$150,000 in Fiscal Year 2017-18.
10. Motion to Accept Work Performed by Farallon Company on Phase 2 of the Town Hall Project as Complete and Authorize the Director of Public Works to File a Notice of Completion with the County Recorder's Office and Make the Final Payment to Farallon Company in Accordance with State Prompt Payment Laws.

## **PUBLIC HEARING**

### **11. FURTHER AMENDMENTS TO PREFERENTIAL PARKING PERMIT PLAN**

- a. *Consider:* Motion to Introduce an Ordinance Amending Colma Municipal Code Sections 6.02.020, 6.02.050 and 6.02.070 Relating to Preferential Parking Permits, Guest Parking Permits and Temporary Parking Permits, and Waive a Further Reading of the Ordinance.
- b. *Consider:* Motion to Adopt a Resolution Updating the Colma Administrative Code, Subchapter 6.01 to Eliminate Duplicative Provisions of the Municipal Code, Chapter 6.02, Related to Preferential Parking Zones and Permit Parking.

## **NEW BUSINESS**

### **12. LEAGUE OF CALIFORNIA CITIES RESOLUTIONS**

*Consider:* Motion Directing the Voting Delegate to Vote in Support of the Two Resolutions that are Being Considered at the 2017 League of California Cities Conference on September 15, 2017.

### **13. RESPONSE TO LAFCO PROGRESS REPORT REQUEST**

*Consider:* Motion to Approve the Town's Response to the Local Agency Formation Commission (LAFCo) Request for a Progress Report to the 2015 Municipal Service Review (MSR) and Sphere of Influence (SOI) Update.

### **14. SUPPORT OF THE PARIS CLIMATE AGREEMENT**

*Consider:* Motion to Adopt a Resolution of the City Council of the Town of Colma in Support of the Paris Climate Agreement.

## **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, 1188 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](mailto: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](mailto: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, August 23, 2017**

7:00 p.m.

**CALL TO ORDER**

Mayor Helen Fisicaro called the Regular Meeting of the City Council to order at 7:05 p.m.

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

Staff Present – Interim City Manager William C. Norton, City Attorney Christopher Diaz, Administrative Services Director Brian Dossey, Director of Public Works Brad Donohue, Police Chief Kirk Stratton, Associate Engineer Mahan Bozorginia, and Administrative Technician Darcy De Leon were in attendance.

**ADOPTION OF THE AGENDA**

Mayor Fisicaro asked if there were any changes to the agenda. None were requested. The Mayor asked for a motion to adopt the agenda.

**Action:** Council Member Del Rosario moved to adopt the agenda; the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

**PUBLIC COMMENTS**

Mayor Fisicaro opened the public comment period at 7:07 p.m. Resident Lisa Sirianni made a comment on tobacco prevention. The Mayor closed the public comment period at 7:08 p.m.

**CONSENT CALENDAR**

1. Motion to Accept the Minutes from the July 26, 2017 Regular Meeting.
2. Motion to Approve Report of Checks Paid for July 2017.
3. Motion to Adopt an Ordinance Adding Colma Municipal Code Chapter 6.06 Regarding Procedures for Expediting Permit Processing for Electric Vehicle Charging Stations (second reading).
4. Motion to Adopt a Resolution Amending Subchapter 3.03 of the Colma Administrative Code, Relating to Personnel Policies, Substance Abuse.

5. Motion to Adopt a Resolution Approving a Renewal of the Existing Community Development Block Grant (CDBG) Cooperation Agreement with the County of San Mateo County for Federal Fiscal Years 2018, 2019 and 2020.

**Action:** Council Member Colvin moved to approve the Consent Calendar items #1 through 5; the motion was seconded by Council Member Goodwin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

## NEW BUSINESS

### 6. TOWN HALL BID APPROVAL

Associate Engineer Mahan Bozorginia presented the staff report. Mayor Fiscaro opened the public comment period at 7:22 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

**Action:** Mayor Fiscaro moved to adopt a Resolution Approving Bid Document Package for the Town Hall Infill and Sitework Construction Project (Phase IV) and Authorizing Staff to Advertise Notice Inviting Bids from Contractors for the Town Hall Infill and Sitework Construction Project (Phase IV); the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

## COUNCIL CALENDARING

The Regular City Council Meeting on Wednesday, September 13, 2017 at 7:00 p.m. and Wednesday, September 27, 2017 at 7:00 p.m.

## REPORTS

### Helen Fiscaro

Colma Concert Series on Thursdays for the month of August

Interim City Manager William Norton reported that the Colma Police Department identified the perpetrator in the incident that injured a police officer and a \$150,000 award has been set. Anti-harassment training is available to all Town employees on August 30.

## **ADJOURNMENT**

Mayor Fiscaro adjourned the meeting at 7:37 p.m. in honor of Dolores McAdam, close family friend of Mayor Fiscaro; Vi MacDonald Masini, wife of Moe Masini, former farmer of world's largest primrose grower, which was located where Lucky Chances is; Rose Dietzen, family friend of Mayor Fiscaro growing up; Pat Cavagnaro, community member, friend and neighbor of Fiscaro Family; Mary Donohue, Aunt of Brad Donohue; Elaine Walsh, mother of resident Tom Walsh and mother-in-law of former Colma Treasurer Laura Walsh.

Respectfully submitted,

Darcy De Leon  
Administrative Technician



Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46293	8/4/2017	00068	COLMA PEACE OFFICER'S 08042017 B	8/4/2017	COLMA PEACE OFFICERS: P/	652.14	652.14
46294	8/4/2017	01340	NAVIA BENEFIT SOLUTIONS 08042017 B	8/4/2017	FLEX 125 PLAN: PAYMENT	331.16	331.16
46295	8/4/2017	01375	NATIONWIDE RETIREMENT S08042017 B	8/4/2017	NATIONWIDE: PAYMENT	5,900.00	
93572	8/4/2017	00521	08042017 M	8/4/2017	NATIONWIDE: PAYMENT	1,200.00	7,100.00
93573	8/4/2017	01360	UNITED STATES TREASURY 08042017 M	8/4/2017	FEDERAL TAX: PAYMENT	940.97	940.97
93574	8/4/2017	00631	VANTAGE TRANSFER AGENT;08042017 M	8/4/2017	ICMA CONTRIBUTION: PAYME	463.86	463.86
93576	8/4/2017	00130	P.E.R.S.	8/4/2017	PERS MISC NON-TAX: PAYME	588.12	588.12
93577	8/4/2017	00521	EMPLOYMENT DEVELOPMEN08042017 B	8/4/2017	CALIFORNIA STATE TAX: PAY	9,502.07	9,502.07
93578	8/4/2017	00631	UNITED STATES TREASURY 08042017 B	8/4/2017	FEDERAL TAX: PAYMENT	50,674.64	50,674.64
93579	8/4/2017	01340	P.E.R.S.	8/4/2017	PERS - BUYBACK: PAYMENT	35,397.65	35,397.65
93580	8/4/2017	01360	NAVIA BENEFIT SOLUTIONS 08042017 B	8/4/2017	COMMUTER PLAN: PAYMENT	47.00	47.00
			VANTAGE TRANSFER AGENT;08042017 B	8/4/2017	ICMA CONTRIBUTION: PAYME	3,250.09	3,250.09
o total for FIRST NATIONAL BANK OF DALY CITY:							108,947.70

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11 checks in this report.

Grand Total All Checks:

108,947.70



Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46296	8/9/2017	00020	ASSOCIATED SERVICES INC	117072532	7/24/2017	SPRING WATER 5 GAL	25.00
46297	8/9/2017	00140	FIRST NAT BANK OF NO CA	07/21/17 Jordan	7/21/2017	CREDIT CARD PURCHASE	47.94
46298	8/9/2017	00307	PACIFIC GAS & ELECTRIC	0092128195-2	7/25/2017	0092128195-2 1520 HILLSIDE	859.08
				9248309814-8	7/25/2017	9248309814-8 601 F STREET	81.00
				2039987372-6	7/25/2017	2039987372-6 OPPOSITE 507	4.64
				9956638930-2	7/25/2017	9956638930-2 NEXT TO 540 B	3.94
46299	8/9/2017	01030	STEPFORD, INC.	1701776	7/20/2017	JUNE 2017 HOURS IN EXCES	1,976.25
46300	8/9/2017	01345	GOODWIN, JOHN	07/31/17 Goodw	7/31/2017	CREDIT CARD PURCHASE CF	300.00
46301	8/9/2017	02499	GE CAPITAL INFORMATION	99141072	7/21/2017	ADMIN COPY MACHINE RENT	1,556.22
46302	8/9/2017	02909	TAPIA, ELIZABETH	Jun 29-30, 2017	8/3/2017	JUN 29-30, 2017 MILEAGE RE	6.32
46303	8/9/2017	02935	EMCOR SERVICES-MESA	ENE001293485	7/21/2017	1199 EL CAMINO HVAC PREV	573.75
46304	8/9/2017	02993	MOSQUEDA, VANESSA	05252017A	8/7/2017	MAY 25 - JUNE 29, 2017 YOGA	300.00
46305	8/9/2017	03015	U.S. BANK CORPORATE PMT	06/30/17 Gogan	7/24/2017	CREDIT CARD PURCHASE	1,262.75
				06/30/17 Tapia	7/24/2017	CREDIT CARD PURCHASE	1,023.15
				06/30/17 Morque	7/24/2017	CREDIT CARD PURCHASE	307.21
				06/30/17 De-Leo	7/24/2017	CREDIT CARD PURCHASE	27.18
				06/30/17 Corley	7/24/2017	CREDIT CARD PURCHASE	18.99
				06/30/17 Dossey	7/24/2017	CREDIT CARD PURCHASE	11.00
				07/24/17 Rabe	7/24/2017	CREDIT CARD PURCHASE CF	-300.00
46306	8/9/2017	03049	WAISLER, IAN	08/08/17	8/8/2017	MAY 16 - JUNE 29, 2017 YOGA	1,638.00
o total for FIRST NATIONAL BANK OF DALY CITY:							9,722.42

11 checks in this report.

Grand Total All Checks:

9,722.42

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46307	8/9/2017	00013	58747	7/31/2017	TIRE SERVICE	82.31	82.31
46308	8/9/2017	00057	464774920	7/20/2017	CLEANING SERVICE	422.98	422.98
			July 2017 Sterlin	7/20/2017	CLEANING SERVICE STERLIN	422.28	845.26
46309	8/9/2017	00092	2017-045	6/7/2017	2017-18 CMTA MEMBERSHIP	155.00	155.00
46310	8/9/2017	00140	07/21/17 Tapia	7/21/2017	CREDIT CARD PURCHASE	82.61	82.61
46311	8/9/2017	00181	21716	8/1/2017	LABOR RELATIONS CONSUL	1,371.00	1,371.00
46312	8/9/2017	00254	METRO MOBILE COMMUNICA170809	8/1/2017	MAINTENANCE CONTRACT	602.00	602.00
46313	8/9/2017	00280	947207079001	7/27/2017	PAPER AND CREAMER	57.62	
			947207079002	8/1/2017	FILE POCKET LTR	21.37	78.99
46314	8/9/2017	00307	0092128195-2 A	7/25/2017	0092128195-2 1520 HILLSIDE	1,288.62	
			9248309814-8 A	7/25/2017	9248309814-8 601 F STREET	121.50	
			2039987372-6 A	7/25/2017	2039987372-6 OPPOSITE 507	6.95	
			9956638930-2 A	7/25/2017	9956638930-2 NEXT TO 540 B	5.92	1,422.99
46315	8/9/2017	00334	09/18-29/2017	7/19/2017	09/18-29/2017 SUPERVISORY	290.00	290.00
46316	8/9/2017	00345	09/11-14/2017	4/12/2017	SEP. 11-14, 2017 CIT ACADEM	275.00	275.00
46317	8/9/2017	00394	914752403	7/19/2017	BRAKELINE	111.71	111.71
46318	8/9/2017	00422	UNDERGROUND SERVICE AL17070849	7/20/2017	FY17/18 ANNUAL MEMBERSH	1,014.45	1,014.45
46319	8/9/2017	00500	SMC CONTROLLERS OFFICE July 2017	8/3/2017	ALLOCATION OF PARKING PE	1,001.50	1,001.50
46320	8/9/2017	00539	FIREMASTER DEPT 1019	7/28/2017	1500 HILLSIDE BLVD, ANNUAL	437.81	
			0000444013	7/28/2017	TOWN HALL & ANNEX ANNUA	181.63	703.94
			0000444012	7/28/2017	STERLING PARK ANNUAL MA	84.50	
			0000444011	7/28/2017	COFFEE SUPPLIES	653.88	
46321	8/9/2017	00830	8045488841	7/15/2017	TONER, CD AND DVD	513.87	1,167.75
			8045591605	7/22/2017	MONTHLY SERVICE CONTRA	5,622.00	
46322	8/9/2017	01030	1701768	7/20/2017	PW AND STERLING PARK HP	2,800.98	
			1701789	7/28/2017	BILL NORTON PRINTER AND	313.64	
			1701721	7/20/2017	LED MONITOR	224.37	8,960.99
			1701795	8/2/2017	8155 20 022 0094769 TOWN C	13,512.30	
46323	8/9/2017	01037	August 2017	7/26/2017	8155 20 022 0097069 1198 & 1	241.16	13,989.62
			08/02/17-09/01/1	7/27/2017	8155 20 022 0097028 427 F ST	236.16	
			07/25-08/24 427	7/20/2017	SECTION 125 PARTICIPANT &	75.00	75.00
46324	8/9/2017	01340	NAVIA BENEFIT SOLUTIONS	8/1/2017	07/05-06/2017 PD GATE LABO	2,272.46	2,272.46
46325	8/9/2017	01745	WILLIAM D. WHITE CO., INC.	7/26/2017	7/27/17 KITCHEN SYSTEM INS	383.99	383.99
46326	8/9/2017	02042	CINTAS FIRE 636525	7/27/2017	OFFICE SUPPLIES	142.19	142.19
46327	8/9/2017	02082	VINCES OFFICE SUPPLY, INC	7/31/2017			

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46328	8/9/2017	02132	WOLLMAN, JASON	8/2/2017	JULY 26-29, 2017 REIMBURSE	685.55	685.55
46329	8/9/2017	02144	DOMINICA. DE LUCCA DBA DI798	8/3/2017	TAE KWON DO	600.00	600.00
46330	8/9/2017	02216	RAMOS OIL CO. INC.	7/20/2017	PD GASOLINE PURCHASES 1	1,035.00	
				7/10/2017	PD GASOLINE PURCHASES 1	946.64	
				7/20/2017	RECREATION GASOLINE PUF	36.37	2,018.01
46331	8/9/2017	02258	KIM, SEUNG NAM	7/29/2017	GOLF LESSONS	140.00	140.00
46332	8/9/2017	02605	GUERRERO, SAUL	8/1/2017	07/11/17 REIMBURSEMENT	81.20	81.20
46333	8/9/2017	02623	BLOEBAUM, CYNTHIA	8/7/2017	COOKING CLASSES	465.00	465.00
46334	8/9/2017	02695	GOMEZ, CRYSTAL	8/7/2017	08/07/17 REFUND PERMIT CH	50.00	50.00
46335	8/9/2017	02730	THE RATCLIFF ARCHITECTS 8915	8/3/2017	JULY 2-29, 2017 CONSTRUCT	6,765.75	6,765.75
46336	8/9/2017	02743	UTILITY TELEPHONE, INC	8/1/2017	INTERNET ACCESS 128070	719.67	719.67
46337	8/9/2017	02799	WAVE	7/23/2017	RIMS INTERNET W/SSF	400.00	400.00
46338	8/9/2017	02807	BLUE WATER TOWING & AUT-445	7/25/2017	NISSAN VERSA TOW	200.00	200.00
46339	8/9/2017	02846	HUERTAS, DANIEL	8/7/2017	08/07/17 REFUND PERMIT CH	50.00	50.00
46340	8/9/2017	02864	MOBILE MODULAR MANAGEM1368794	7/11/2017	8 X 20 OFFICE HCD, RAMP RI	471.65	471.65
46341	8/9/2017	02909	TAPIA, ELIZABETH	8/3/2017	JUL 3-31, 2017 REIMBURSEM	16.58	16.58
46342	8/9/2017	02918	MORENO, ELIA	8/7/2017	08/07/17 REFUND PERMIT CH	275.00	275.00
46343	8/9/2017	02935	EMCOR SERVICES-MESA ENE001293485 A	7/21/2017	PD HVAC PREVENTIVE MAIN	1,721.25	1,721.25
46344	8/9/2017	02948	JUMPIN' GIRAFFE PARTY REND187	4/19/2017	8/18/2017 BIG JUMPER	160.00	160.00
46345	8/9/2017	02960	THOR AUDIO SOLUTIONS 11972	7/26/2017	AUG 2017 COLMA SUMMER C	7,200.00	7,200.00
46346	8/9/2017	02993	MOSQUEDA, VANESSA	8/7/2017	JULY 6 TO AUG 3, 2017 YOGA	200.00	200.00
46347	8/9/2017	03015	U.S. BANK CORPORATE PMT 07/24/17 Tapia	7/24/2017	CREDIT CARD PURCHASE	3,255.45	
				7/24/2017	CREDIT CARD PURCHASE	2,905.50	
				7/24/2017	CREDIT CARD PURCHASE	2,077.73	
				7/24/2017	CREDIT CARD PURCHASE	238.98	
				7/24/2017	CREDIT CARD PURCHASE	187.96	
				7/24/2017	CREDIT CARD PURCHASE	71.97	
				7/24/2017	CREDIT CARD PURCHASE	40.00	
				7/24/2017	CREDIT CARD PURCHASE	38.65	
				7/24/2017	CREDIT CARD PURCHASE	20.50	
				7/24/2017	CREDIT CARD PURCHASE	11.28	
				7/24/2017	CREDIT CARD PURCHASE	160.00	8,848.02
46348	8/9/2017	03034	FLEX ADVANTAGE	7/31/2017	RETIREE ADMIN AND PROCE	160.00	160.00
46349	8/9/2017	03049	WAISLER, IAN	8/8/2017	JULY 6-25, 2017 YOGA FOR S	702.00	702.00
46350	8/9/2017	03071	O'BRIEN, MEGHAN	6/15/2017	BIG FUN CIRCUS KID ZONE L	1,250.00	1,250.00
46351	8/9/2017	03072	ESPOSTO, WENDI	7/31/2017	07/31/17 REFUND PERMIT CH	30.00	30.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46352	8/9/2017	03073	2000900.003	8/7/2017	08/07/17 REFUND STEM FUNI	25.00	25.00
46353	8/9/2017	03074	32034	7/25/2017	30X 11.5T LED / 48 - 840 / DR,	411.37	
			32039	7/26/2017	KX 20FR/ 3M / MC - SP	207.58	618.95

b total for FIRST NATIONAL BANK OF DALY CITY: 68,882.39

47 checks in this report.

Grand Total All Checks:

68,882.39

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46354	8/14/2017	00020	ASSOCIATED SERVICES INC 117073609	8/1/2017	MTN POU HOT/COLD COUNT	29.00	
			117073608	8/1/2017	MTN H/C BWC	9.00	38.00
46355	8/14/2017	00051	CALIFORNIA WATER SERVICE3644457157	7/28/2017	3644457157 1500-1520 HILLSI	1,952.24	
			3997460385	7/28/2017	3997460385 HILLSIDE BLVD &	1,223.34	
			1861936147	7/28/2017	1861936147 1199 EL CAMINO	1,010.93	
			6690644444	7/27/2017	6690644444 1180 EL CAMINO	777.42	
			4470644444	7/28/2017	4470644444 D & CLARK ST	756.38	
			9679761976	7/27/2017	9679761976 JUNIPERO SERR	697.71	
			9670644444	7/27/2017	9670644444 429 F ST LNSCP	604.43	
			7690644444	7/27/2017	7690644444 1180-1190 EL CAM	398.96	
			0880644444	7/27/2017	0880644444 1500 HILLSIDE BI	195.35	
			5961461904	7/27/2017	5961461904 1199 EL CAMINO	153.66	
			6514815036	7/27/2017	6514815036 1520 HILLSIDE BI	130.02	
			1860644444	7/27/2017	1860644444 END OF B ST	125.62	
			1790644444	7/27/2017	1790644444 1198 EL CAMINO	118.62	
			8670644444	7/27/2017	8670644444 429 F ST	116.01	
			4786680946	7/27/2017	4786680946 601 F ST	99.81	
			7993557115	7/27/2017	7993557115 1500 HILLSIDE BI	80.96	
			0490644444	7/27/2017	0490644444 N. OF 1030 EL CA	73.96	
			3890644444	7/27/2017	3890644444 1222 EL CAMINO	73.96	
			3650644444	7/27/2017	3650644444 427 D ST	56.46	
			9690644444	7/27/2017	9690644444 1190 EL CAMINO	50.74	
			0944444444	7/31/2017	0944444444 1180-1190 EL CA	48.69	
			3422893362	7/31/2017	3422893362 1520 HILLSIDE BI	48.69	
			8150644444	7/27/2017	8150644444 END OF 400 BLK,	36.74	
			5793906861	7/31/2017	5793906861 1199 EL CAMINO	32.46	8,863.16
46356	8/14/2017	00140	FIRST NAT BANK OF NO CA 07/21/17 Morque	7/21/2017	CREDIT CARD PURCHASE	269.88	269.88
46357	8/14/2017	00174	HOME DEPOT CREDIT SERV/106/29/17-07/28/17	7/30/2017	JUNE 29 - JULY 28, 2017 PW F	498.34	498.34
46358	8/14/2017	00211	KELLY-MOORE PAINTS 1121000006406	7/27/2017	PAINT AND SUPPLIES	36.93	36.93
46359	8/14/2017	00307	PACIFIC GAS & ELECTRIC 0567147369-1	7/31/2017	0567147369-1 JSB S/O SERRA	142.98	142.98
46360	8/14/2017	00364	SMC SHERIFF'S OFFICE CL05183	7/31/2017	LAB FEES	546.00	546.00
46361	8/14/2017	00388	SONITROL 1305341-IN	8/1/2017	427 F ST. MONTHLY MONITO	113.00	113.00
46362	8/14/2017	00412	TELECOMMUNICATIONS ENG44992	8/10/2017	FACILITIES MGMT & MAINTEN	1,328.00	1,328.00
46363	8/14/2017	00414	TERMINEX INTERNATIONAL L367406248	7/31/2017	PEST CONTROL	507.00	507.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46364	8/14/2017	00534	SMC INFORMATION SERVICE\YCL11707	8/7/2017	MICRO CHANNEL & LINES	782.50	782.50
46365	8/14/2017	00830	STAPLES ADVANTAGE 8045712902	7/29/2017	OFFICE SUPPLIES	411.40	411.40
46366	8/14/2017	01030	STEPFORD, INC. 1701799	8/3/2017	COMMUNITY CENTER HP DD	67.43	67.43
46367	8/14/2017	01565	BAY CONTRACT MAINTENANCE August 2017 19651	8/10/2017	JANITORIAL SERVICES	8,312.18	
				8/9/2017	PAPER SUPPLIES	1,112.58	9,424.76
46368	8/14/2017	02020	JAMES STANDFIELD CATERIN 1959	8/14/2017	09/09/2017 PICNIC FOOD	1,048.54	1,048.54
46369	8/14/2017	02132	WOLLMAN, JASON Aug 7-8, 2017 R	8/9/2017	AUG 7-8, 2017 REIMBURSEMI	39.52	39.52
46370	8/14/2017	02190	GOGAN, REA Jul 11 - Aug 8, 2017	8/9/2017	JULY 11 - AUG 8, 2017 MILEAC	46.12	46.12
46371	8/14/2017	02198	BAYSIDE PRINTED PRODUCT 107649	8/7/2017	RECREATION GUIDE FALL/WI	1,770.55	1,770.55
46372	8/14/2017	02216	RAMOS OIL CO. INC. 888346	7/31/2017	PD GAS PURCHASES 21-31	1,310.91	1,310.91
46373	8/14/2017	02330	FOREMOST PROMOTIONS 402054	8/1/2017	PENSIL SHARPENER WITH E	878.97	878.97
46374	8/14/2017	02359	BOWEN, TIMOTHY D. DB13531	8/11/2017	AUG. 9-11, 2017 COURSE #60	750.00	750.00
46375	8/14/2017	02499	GE CAPITAL INFORMATION 99212908	8/4/2017	REC COPY MACHINE RENTAL	601.18	601.18
46376	8/14/2017	02532	CALIFORNIA ASSOCIATION FC300000579	7/1/2017	FY 2017-2018 MEMBERSHIP F	350.00	350.00
46377	8/14/2017	02637	Z.A.P. MANUFACTURING INC. 458 457	8/6/2017	STREET SIGNS	2,182.56	
				8/6/2017	SIGNS, REMOVE & REFACE S	1,141.88	3,324.44
46378	8/14/2017	02731	ELMORE, BRINA Aug 7-8, 2017 R	8/9/2017	AUG 7-8, 2017 REIMBURSEMI	37.12	37.12
46379	8/14/2017	02788	LUNA-SEVILLA, MARGARET-R13	8/14/2017	MAY 27 - AUG 12, 2017 PALAN	350.00	350.00
46380	8/14/2017	02793	DITO'S MOTORS 16509	8/7/2017	CHANGE ENGINE OIL AND FII	58.05	58.05
46381	8/14/2017	02827	CORODATA SHREDDING, INC. RS2907187	7/31/2017	JULY 2017 RECORD STORAGE	58.07	58.07
46382	8/14/2017	02913	FARALLON COMPANY 1609-3	7/31/2017	PMT #3 CONTRACT CHANGE	87,643.14	
				8/10/2017	PMT #13 CONTRACT CHANGE	9,604.93	97,248.07
46383	8/14/2017	02967	GOVINVEST INC. 1211	8/7/2017	TOTAL LIABILITY CALCULATC	2,500.00	2,500.00
46384	8/14/2017	02970	PRODUCTIVE PRINTING & GR31965	8/8/2017	1000 RECEIPT FORM (3PT NC	500.25	500.25
46385	8/14/2017	02993	MOSQUEDA, VANESSA 0525201711001	8/14/2017	MAY 25 - JULY 27, 2017 YOGA	500.00	500.00
46386	8/14/2017	03061	NORTH BAY PETROLEUM 1865138	7/31/2017	JULY 17-26, 2017 PW GAS PU	280.14	280.14
46387	8/14/2017	03067	CHIAPPARI, ELVIE 2000047.004	8/4/2017	08/04/17 CAMP FLEXREG REF	126.00	126.00
46388	8/14/2017	03073	KEI, MAGGIE 2000915.003	8/8/2017	08/08/17 STEM CLASS REFUN	25.00	25.00

total for FIRST NATIONAL BANK OF DALY CITY: 134,832.31



35 checks in this report.

Grand Total All Checks:

134,832.31

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46389	8/18/2017	00047	08182017 B	8/18/2017	CLEA: PAYMENT	294.00	294.00
46390	8/18/2017	00068	08182017 B	8/18/2017	COLMA PEACE OFFICERS: P/	652.14	652.14
46391	8/18/2017	01340	08182017 B	8/18/2017	NAVIA BENEFIT SOLUTIONS FLEX 125 PLAN: PAYMENT	331.16	331.16
46392	8/18/2017	01375	08182017 B	8/18/2017	NATIONWIDE RETIREMENT S08182017 B	5,900.00	5,900.00
46393	8/18/2017	02224	08182017 B	8/18/2017	STANDARD INSURANCE COM08182017 B	375.50	375.50
46394	8/18/2017	02377	08182017 B	8/18/2017	CALIFORNIA STATE DISBURS08182017 B	917.53	917.53
93575	8/18/2017	00282	08182017 B	8/18/2017	CALIFORNIA PUBLIC EMPLOY08182017 B	59,923.57	59,923.57
93581	8/18/2017	00130	08182017 B	8/18/2017	EMPLOYMENT DEVELOPMEN08182017 B	9,872.95	9,872.95
93582	8/18/2017	00521	08182017 B	8/18/2017	UNITED STATES TREASURY 08182017 B	52,814.10	52,814.10
93583	8/18/2017	00631	08182017 B	8/18/2017	P.E.R.S. 08182017 B	36,884.23	36,884.23
93584	8/18/2017	01360	08182017 B	8/18/2017	VANTAGE TRANSFER AGENT:08182017 B	3,317.00	3,317.00
<b>total for FIRST NATIONAL BANK OF DALY CITY:</b>							<b>171,282.18</b>

11 checks in this report.

Grand Total All Checks:

171,282.18

Final Check List  
Town of Colma

apChkLst  
08/21/2017 11:37:45AM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46395	8/21/2017	00057	464769239	7/6/2017	CLEANSING SERVICE	422.98	422.98
46396	8/21/2017	00112	247572	8/3/2017	PD ACCOUNT #140503	773.00	773.00
46397	8/21/2017	00226	July 31-Aug 8, 2017	8/16/2017	JULY 31-AUG 8, 2017 MEALS /	234.30	234.30
46398	8/21/2017	00309	11972	7/31/2017	JULY 2017 LIVE PLANTS AND	173.13	173.13
46399	8/21/2017	00830	8045828370	8/5/2017	BDXL WRITER 6X, 25GB BD-F	341.66	341.66
46400	8/21/2017	01183	801570	8/8/2017	CITY ATTORNEY SERVICES	18,292.00	
			801571	8/8/2017	CITY ATTORNEY SPECIAL SE	1,584.00	
			801572	8/8/2017	EMPLOYEE BENEFITS/TAX	518.40	20,394.40
46401	8/21/2017	01399	WESTLAKE TOUCHLESS.CAR	8/1/2017	PD CAR WASH	27.90	27.90
46402	8/21/2017	02128	CALIFORNIA LAW ENFORCEM	8/21/2017	NOV 13-17, 2017 "FALL AT THI	400.00	400.00
46403	8/21/2017	02153	2000921.003	8/14/2017	08.14.17 DEPOSIT REFUND	50.00	50.00
46404	8/21/2017	02182	DALY CITY KUMON CENTER	8/18/2017	TUTORING	4,800.00	4,800.00
46405	8/21/2017	02274	FRANK AND GROSSMAN LANI	8/1/2017	LANDSCAPE MAINTENANCE	10,608.00	10,608.00
46406	8/21/2017	02510	REGIONAL GOVERNMENT SE	7/31/2017	CONTRACT FINANCE SERVIC	5,960.50	5,960.50
46407	8/21/2017	02602	SAN MATEO COUNTY/SILICON	8/21/2017	2018 SMC/SILICON VALLEY C	345.00	345.00
46408	8/21/2017	02701	FRANCISCO, MARK	Aug 7-11, 2017	AUGUST 7-11, 2017 MEAL & W	118.67	118.67
46409	8/21/2017	02827	CORODATA SHREDDING, INC.	DN1164545	SHREDDING	47.87	47.87
46410	8/21/2017	02968	CONCORD IRON WORKS, INC	1641-10	MISCELLANEOUS METALS, A	11,054.20	11,054.20
46411	8/21/2017	02970	PRODUCTIVE PRINTING &	GR31994	3PT NCR BUILDING RECEIPT	277.31	
			32007	8/14/2017	9X12 FRAFT ENVELOPES	135.94	413.25
46412	8/21/2017	03005	RUAN, JAVIER	2000920.003	08.14.17 DEPOSIT REFUND	300.00	300.00
46413	8/21/2017	03035	DALY, RACHELAGNES	8192017	08/19/17 ADULT & PEDIATRIC	460.00	460.00
46414	8/21/2017	03075	VARELA, SUAN MERAZ	2000918.003	08.14.17 DEPOSIT REFUND	300.00	300.00
46415	8/21/2017	03076	JOHNSON, OLETHA	2000923.003	08.17.17 DEPOSIT REFUND	200.00	200.00
46416	8/21/2017	03077	FIRSTTWO, INC.	1028	1 YEAR SEARCH ENGINE FOI	2,400.00	2,400.00
<b>b total for FIRST NATIONAL BANK OF DALY CITY:</b>						<b>59,824.86</b>	

22 checks in this report.

Grand Total All Checks:

59,824.86

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46417	8/21/2017	00307	08/08/2017	8/8/2017	PG&E	3,659.23	3,920.49
			08/10/2017	8/10/2017	PG&E	261.26	106.16
46418	8/21/2017	01037	08/11-09/10 601	8/7/2017	8155.20 022 0096715 601 F ST	106.16	

b total for FIRST NATIONAL BANK OF DALY CITY: 4,026.65

2 checks in this report.

Grand Total All Checks:

4,026.65

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46419	8/29/2017	00004	AT&T	8/13/2017	PHONE BILL	1,553.27	1,553.27
46420	8/29/2017	00005	ASSOCIATION OF BAY AREA	7/31/2017	AGBV25408-1707 JULY 2017 I	150.00	150.00
46421	8/29/2017	00020	ASSOCIATED SERVICES INC	8/1/2017	RENTAL	58.00	58.00
46422	8/29/2017	00051	CALIFORNIA WATER SERVICE	8/11/2017	1727052702 JSB ACROSS FR	214.12	214.12
46423	8/29/2017	00057	CINTAS CORPORATION #2	8/11/2017	TYVEX COVERALLS WITH HC	373.17	373.17
46424	8/29/2017	00117	DELTA DENTAL OF CALIFORNIA	9/1/2017	DENTAL INSURANCE	12,233.00	12,233.00
46425	8/29/2017	00182	IIMC	7/6/2017	#26198 C CORLEY FULL MEM	160.00	
				7/6/2017	#31067 D DE LEON ADDITION	100.00	260.00
46426	8/29/2017	00296	DE BACA, PHIL C.	8/21/2017	08.21.17 DEPOSIT REFUND	350.00	
				8/21/2017	08.21.17 DEPOSIT REFUND	300.00	650.00
46427	8/29/2017	00307	PACIFIC GAS & ELECTRIC	8/14/2017	0512181543-4 TRAFFIC SIGN	1,834.71	1,834.71
46428	8/29/2017	00411	TURBO DATA SYSTEMS	7/31/2017	CITATION PROCESSING	143.00	143.00
46429	8/29/2017	00432	VISION SERVICE PLAN	8/21/2017	VISION SERVICE PLAN	1,004.00	1,004.00
46430	8/29/2017	00623	ARAMARK	7/31/2017	UNIFORM SERVICE	412.00	412.00
46431	8/29/2017	01036	MANAGED HEALTH NETWORK	8/17/2017	EMPLOYEE ASSISTANCE PRG	99.20	99.20
46432	8/29/2017	01037	COMCAST CABLE	8/17/2017	8155 20 022 0002770 1520 HIL	10.00	10.00
46433	8/29/2017	01076	API CONSULTING	8/21/2017	RECORDS MANAGEMENT	5,360.00	5,360.00
46434	8/29/2017	01370	VERIZON WIRELESS SERVICE	8/15/2017	CELL PHONE SERVICE	1,883.79	1,883.79
46435	8/29/2017	01414	VERANO HOMEOWNERS ASSN	9/1/2017	VERANO OWNERS ASSOCIA	310.00	310.00
46436	8/29/2017	01643	AUSTRIA, HELEN	8/21/2017	08.21.17 DEPOSIT REFUND	50.00	50.00
46437	8/29/2017	01687	UNITED SITE SERVICES OF	8/14/2017	STANDARD AND REGULAR S	136.73	136.73
46438	8/29/2017	02020	JAMES STANDFIELD CATERIN	8/14/2017	09/09/17 PICNIC FOOD BALA	9,433.00	9,433.00
46439	8/29/2017	02130	MANGIBIN, ONOFRE ALAGAR	8/21/2017	08.21.17 DEPOSIT REFUND	150.00	
				8/21/2017	08.21.17 DEPOSIT REFUND	50.00	200.00
46440	8/29/2017	02224	STANDARD INSURANCE COM	8/15/2017	LIFE INSURANCE	200.00	200.00
46441	8/29/2017	02258	KIM, SEUNG NAM	8/26/2017	GOLF LESSONS	420.00	420.00
46442	8/29/2017	02274	FRANK AND GROSSMAN LANI	7/31/2017	COLMA BLVD. PLANTING, MA	7,121.84	7,121.84
46443	8/29/2017	02386	VIBO MUSIC SCHOOL	06/02/17-08/25/17	MUSIC LESSONS	1,664.00	1,664.00
46444	8/29/2017	02509	DELEON, ARISTOTLE	8/21/2017	08.21.17 DEPOSIT REFUND	300.00	300.00
46445	8/29/2017	02681	PONCE, EVA	8/21/2017	08.21.17 DEPOSIT REFUND	50.00	50.00
46446	8/29/2017	02686	RABE, SEAN	8/25/2017	REFUND JULY 2017 SUPPLEM	8.50	8.50
46447	8/29/2017	02793	DITO'S MOTORS	8/22/2017	2010 FORD CROWN VIC REP	445.83	
				8/17/2017	REPLACE BATTERY	57.55	57.55
				8/23/2017	REPLACE BATTERY	40.50	543.88



## Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46448	8/29/2017	02886	READY REFRESH BY NESTLE07H0034299321	8/21/2017	BOTTLED WATER SERVICE	39.89	39.89
46449	8/29/2017	02949	WELLS FARGO VENDOR FINA99287269	8/21/2017	ADMIN COPY MACHINE	1,362.61	1,362.61
46450	8/29/2017	03043	WATER WORKS ENGINEERS, 7844	8/18/2017	JULY 2017 COLMA WASTEW	9,276.50	9,276.50
46451	8/29/2017	03061	NORTH BAY PETROLEUM 1868944	8/15/2017	AUGUST 1-15, 2017 PW GAS	193.78	193.78
46452	8/29/2017	03068	WIGGINS, THOMAS	09/09/17	MUSICIA 5/2/2017 09/09/17 PICNIC ST. GABRIEL	700.00	700.00
46453	8/29/2017	03071	O'BRIEN, MEGHAN	INV0032	Picnic f 6/15/2017 09/09/17 PICNIC BIG FUN CIR	1,250.00	1,250.00
46454	8/29/2017	03078	LY, DAIVY	Aug 2017	Sup Li 8/25/2017 REFUND AUGUST 2017 SUPP	6.00	6.00
46455	8/29/2017	03079	LICK YOUR EYEBALLS 1098	4/17/2017	09/09/17 PICNIC 2 HR. REPTIL	640.00	640.00
46456	8/29/2017	03080	FERRER, CRISANTO	35072P	Refund 8/21/2017 35072P REFUND LIVESCAN C	2.00	2.00
46457	8/29/2017	03081	BOQUIREN, DEWEY	35071P	Refund 8/21/2017 35072P REFUND LIVESCAN C	2.00	2.00
46458	8/29/2017	03083	TRAFFIC SAFETY CORPORAT0059794-IN	8/8/2017	8" FLASHING LED 12VDC BEA	3,960.05	3,960.05
8282017	9/1/2017	00282	CALIFORNIA PUBLIC EMPLOY1000000150429t	8/14/2017	MEDICAL INSURANCE	4,436.70	4,436.70
b total for FIRST NATIONAL BANK OF DALY CITY:						68,545.74	68,545.74

41 checks in this report.

Grand Total All Checks:

68,545.74



# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Kirk Stratton, Chief of Police  
VIA: William Norton, Interim City Manager  
MEETING DATE: September 13, 2017  
SUBJECT: Grand Jury Response

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## RECOMMENDATION

Staff recommends that the City Council approve:

MOTION APPROVING THE TOWN'S RESPONSE TO THE GRAND JURY REPORT DATED JULY 12, 2017, REGARDING "A DELICATE BALANCE: PRIVACY VS. PROTECTION."

## EXECUTIVE SUMMARY

The City Council is required under penal code section 933.05 to respond to the Grand Jury Report. The draft response is detailed in the analysis section of this staff report and a draft of the proposed response letter is attached as Attachment B.

## FISCAL IMPACT

There are no fiscal implications associated with the approval of the Town's response to the Grand Jury report.

## Background

The County Grand Jury is a volunteer body of 19 citizens, selected at random from a pool of nominees, to investigate local governmental agencies and make recommendations to improve the efficiency of local government. The July 12, 2017 Grand Jury report contains findings and recommendations on a number of subjects that are applicable to agencies in San Mateo County. The Presiding Judge of the County Superior Court has formally requested that the Town review the report and file a written response indicating the following:

- That the Town agrees or disagrees, in whole or in part, with the findings;

- That the recommendation has been implemented, will be implemented, requires further analysis, or will not be implemented; and
- An explanation of the reason for any disagreement with findings or recommendations.

## **ANALYSIS**

### **Grand Jury Findings**

The proposed July 12, 2017 Grand Jury response, which includes the Grand Jury's findings and recommendations, is attached as Attachment B.

## **CONCLUSION**

Staff recommends that the City Council approve the Town's proposed response to the July 12, 2017 Grand Jury report regarding "A Delicate Balance: Privacy vs. Protection."

## **ATTACHMENTS**

- A. Draft response letter for July 12, 2017 Grand Jury report
- B. Copy of Grand Jury report



## TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212  
Tel 650-997-8300 • Fax 650-997-8308

September 13, 2017

### City Council

Helen Fisicaro  
Mayor

Raquel P. Gonzalez  
Vice Mayor

Joanne F. del Rosario  
Council Member

John Irish Goodwin  
Council Member

Diana Colvin  
Council Member

### City Officials

Bill Norton  
Interim City Manager

Kirk Stratton  
Chief of Police

Christopher Diaz  
City Attorney

Caitlin Corley  
City Clerk

Brian Dossey  
Administrative Services  
Director

Lori Burns  
Human Resources Manager

Brad Donohue  
Public Works Director

Michael Laughlin, AICP  
City Planner

Cyrus Kianpour  
City Engineer

Honorable Leland Davis, III  
Judge of the Superior Court  
Hall of Justice  
400 County Center, 8<sup>th</sup> Floor  
Redwood City, CA 94063-1655

Re: Grand Jury Report: "A Delicate Balance: Privacy vs. Protection"

Dear Judge Davis, III:

The City Council received the San Mateo Civil Grand Jury report titled, "A Delicate Balance: Privacy vs. Protection"

The Town was requested to submit comments in regards to the findings and recommendations within 90 days and no later than October 10, 2017. The Town of Colma's response to both the findings and recommendations are listed below.

The report contains some findings and recommendations that do not necessarily pertain to the Colma Police Department. The Colma Police Department has not purchased ALPR's or Body Worn Cameras.

The Grand Jury instructed each agency in San Mateo County to respond to findings 1-5 (F1-F5) and recommendations 1-3 (R1-R3).

For the "findings", the Town was to indicate one of the following;

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

Additionally, for each Grand Jury "recommendation", the Town was requested to report one of the following actions;

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to

be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

4. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
5. The recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

The following are responses to findings 1-5;

**F1.** The County of Santa Clara passed an ordinance in 2016 requiring agencies to adopt policies related to any surveillance technology before such technology is acquired or activated. The ordinance also requires agencies to issue annual reports explaining how the technologies are used and what they discovered.

**Town Response:**

The Town agrees with this finding, relying on the Grand Jury's representations in their report. The Town is not intimately familiar with local ordinances in other jurisdictions regarding surveillance technology and does not have enough information to comment on this finding.

**F2.** The County and cities in San Mateo County have not enacted any ordinances governing their acquisition and use of surveillance technology, or the accessibility, management, or retention of the information acquired.

**Town Response:**

The Town agrees with this finding, relying on the Grand Jury's representations in their report.

**F3.** The County and cities in San Mateo County do inform residents about the use of some surveillance tools (Automated License Plate Readers and Body Worn Cameras) at public forums and city council meetings:

- City or Town Council meeting or staff reports posted on website: Atherton, Burlingame, Daly City, East Palo Alto, Hillsborough, Menlo Park, Pacifica, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco
- Public meeting or Town Halls: East Palo Alto, Hillsborough, Menlo Park, Redwood City, San Carlos, Millbrae, Portola Valley, Ladera, and Emerald Hills.
- The City of Menlo Park mentioned also having used social media for this purpose.

**Town Response:**

The Town of Colma agrees that it informs residents about the use of surveillance tools at public forums and city council meetings. The Town is not intimately familiar with the practices in other jurisdictions regarding surveillance technology.

**F4.** With the exception of Burlingame, which borrowed ALPR technology, the cities and the San Mateo County Sheriff's Office have complied with the law requiring ALPR users to "conspicuously" post a link to the ALPR usage and privacy policy on their websites.

**Town Response:**

The Town of Colma agrees that it complies with the law requiring ALPR users to "conspicuously" post a link to the ALPR usage and privacy policy on their websites. The Town of Colma has posted a link to its webpage in the event the Police Department borrows an ALPR for investigative purposes. The Town is not intimately familiar with the practices in other jurisdictions regarding surveillance technology.

**F5.** With the exception of the City of San Mateo, the generic ALPR policies posted by cities and the Sheriff's Office do not provide specific information that is helpful to residents.

**Town Response:**

The Town of Colma does not agree with this finding and believes that the policy posted on the Police Department web page is both specific and helpful to residents. The Town is not intimately familiar with the practices in other jurisdictions regarding surveillance technology.

**The following are responses to recommendations 1-3;**

**R1.** In addition to providing a conspicuous link to usage and privacy policies on operator websites (as required by law for ALPR's), all law enforcement agencies in the County should create an easily accessible and simply written information webpage by December 31, 2017, which lists the types of surveillance tools (such as ALPR's) and investigative tools (such as ShotSpotter and body worn cameras) utilized by the agency. At a minimum, such a webpage shall include these details about each tool.

- What is the use and purpose of the technology, such as assisting in ongoing criminal investigation, locating missing children, or locating stolen vehicles
- Who is authorized to collect or access the data collected
- How the system is monitored to ensure that data is secure
- Who owns the surveillance technology
- What measures were taken to ensure the accuracy of the data
- How long the data will be retained

**Town Response:**

This recommendation will be implemented in part. San Mateo County Law Enforcement Agencies have already, by law, posted privacy policy information on their websites as related to ALPRs. The Town of Colma will expand its ALPR privacy and usage policy to include additional electronic equipment, if purchased, where the release of such information does not unnecessarily jeopardize public safety and criminal investigations, and will place that information in a conspicuous location on its website by December 31, 2017.

**R2.** All law enforcement agencies in the County shall increase the number and types of opportunities for community members to voice support for or opposition to any proposed addition of new surveillance technologies including, but not limited to:

- Surveying residents to better understand their concerns about law enforcement's use of surveillance tools and address those concerns in public meetings, Town Halls, Neighborhood Watch sessions and other local gatherings.
- Using social media platforms such as Nextdoor to keep residents engaged and informed about surveillance technologies and its uses in your community.

**Town Response:**

The Town of Colma will implement this recommendation for tools used to conduct basic police business such as Body Worn Cameras and ALPRs. Furthermore, the Town of Colma recognizes that not all community members utilize internet and social media, and will seek opportunities at public meetings, including neighborhood association meetings, neighborhood watch gatherings, and publicly noticed city meetings to share this information.

This recommendation cannot be fully implemented for certain law enforcement investigative tools and techniques primarily used for complex criminal investigations without jeopardizing the ability to gather evidence for the serious crimes in question. Therefore, the Town will not hold public forums or conduct similar outreach on certain investigative techniques or technology where doing so might compromise critical investigations. Checks and balances already exist through the legal system, including various warrant requirements and Fourth Amendment protections, regarding the use of these techniques. Certain specialized electronic tools are precisely aimed at members of criminal organizations, career criminals, and those under investigation for violent crimes, with minimal to no impact to the law-abiding public. The Town does, and will continue, to take steps to ensure that the informational privacy of persons who are not suspects or involved in such investigations will be respected.

All agencies in San Mateo County have signed a data and records sharing agreement with the Northern California Regional Intelligence Center (NCRIC) that places data in a secure repository located in a federal facility subject to federal and state statutes and policies addressing access, storage, and disclosure.

**R3.** Staff shall bring to their city or town council (in case of a police department or police bureau) or the Board of Supervisors (in case of the Sheriff's Office) a policy or ordinance for consideration at a public meeting by December 31, 2017. Such ordinances or policies should require, at a minimum:

- Plans to acquire new surveillance technology be announced at public meetings and other forums to ensure that the community is aware and engaged when new technology is under consideration.
- Any "use policies" related to surveillance technology be readily and easy to access on the city or County websites.
- Oversight and accountability be supported by posting periodic reports on the effectiveness of the surveillance tools used in the community.

**Town Response:**

Existing law requires that Law enforcement agencies provide information to local governing bodies when acquiring certain new technologies. Law enforcement agencies make policies that govern the use of our basic police surveillance tools and technologies that are publicly available.



However, this recommendation will not be implemented, in full, because it creates obstacles that could limit law enforcement's ability to adapt and evolve to criminal activity and could compromise the safety and security of residents. Law enforcement agencies may, under certain circumstances, be unable to wait for regularly scheduled public meetings of their governing bodies while in pursuit of criminals and crimes in progress.

Furthermore, existing protections for both personal information and investigatory activities are adequate to address the Grand Jury's concerns. Existing state law, in the form of Government Code 6254(f), exempts investigative, intelligence, and security records from disclosure under the California Public Records Laws. This exception to disclosure protects the integrity of investigations and the criminal legal process, as well as allowing jurisdictions to withhold certain information regarding individuals acquired as a result of an investigation.

Government Code 6254 (f) recognizes the need for discretion and protects law enforcement agencies from disclosing investigative and tactical information that would compromise an agency's crime fighting capabilities. Existing laws also prohibit the release of information derived from, or related to, the security of the agency's technology systems specifically to ensure those upholding and protecting the public are not compromised.

In addition to the guarantees of the Fourth Amendment, California law specifically protects certain kinds of personal information. For example, under California Penal Code 1546 – 1546.4, known as the Electronic Communications Privacy Act, law enforcement is required to obtain court orders related to electronic communications intercept surveillance under Penal Code 629.50, pen register of trap and trace device under Penal Code 630, and for electronic tracking devices, court orders are required under Penal Codes 1524 and 1534.

In sum, the Town remains committed to an open and public process regarding law enforcement techniques wherever it is feasible and will not compromise sensitive investigations into serious criminal activity. In those circumstances in which a full public discussion is not possible, the Town nonetheless rigorously adheres to existing legal constraints to ensure that both public safety and personal privacy are protected.

This response to the Grand Jury was approved at a public meeting on September 13, 2017.

Sincerely,

Helen Fisicaro  
Mayor





## A DELICATE BALANCE: PRIVACY VS. PROTECTION

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### ISSUE

How do local law enforcement agencies in San Mateo County balance their constituents' desire for privacy with the agencies' use of surveillance tools in their efforts to protect the public?

### SUMMARY

Finding that delicate balance between a community's desire for privacy and the ability of police and the Sheriff to protect that same community is both a challenge and a necessity. The American Civil Liberties Union (ACLU) states: "Communities must be equal partners in any decision about the use of surveillance technology. They need to know when and why surveillance is being considered, what it is intended to do, and what it will really cost — both in dollars and in individual rights."<sup>1</sup>

Many local police departments and the San Mateo County Sheriff's Office (Sheriff's Office) have purchased or borrowed surveillance tools, such as Automated License Plate Readers (ALPRs). They also use tools, such as in-dash video cameras for patrol cars, body-worn cameras, and ShotSpotter<sup>2</sup> to help them protect residents. These devices can provide evidence to identify and prosecute individuals who commit crimes.

To understand the spread of these new technologies and their impact on communities, the 2016-2017 San Mateo County Civil Grand Jury (Grand Jury) sent a survey to the Sheriff's Office, the Broadmoor Police Protection District, and 17 other law enforcement agencies throughout the County.<sup>3</sup> Survey questions probed for information and details concerning the types of surveillance technology used; policies for collecting, managing, and storing data; and steps taken to ensure public awareness. The Grand Jury also checked whether law enforcement websites posted easily accessible policies for these tools online.

Based on the results of its survey, and its review of policies enacted by various local jurisdictions, the Grand Jury recommends that local law enforcement agencies take additional steps to inform and notify residents when considering plans to purchase and install surveillance technology. Additionally, local law enforcement agencies, and their city councils, should adopt policies and ordinances, with community input, which reflect the communities' desire to balance their safety and privacy. These policies should be posted in a conspicuous place on the agencies' websites.

<sup>1</sup> ACLU of Northern California, "Making Smart Decisions about Surveillance: A Guide for community Transparency, Accountability and Oversight," April 2016. [https://www.aclunc.org/docs/20160325-making\\_smart\\_decisions\\_about\\_surveillance.pdf](https://www.aclunc.org/docs/20160325-making_smart_decisions_about_surveillance.pdf).

<sup>2</sup> Shotspotter is a system that detects and sends the location of gunfire or other weapons using acoustic, optical, or other types of sensors.

<sup>3</sup> Recipients of survey: Sheriff's Office, the Broadmoor Police Protection District, and the law enforcement agencies of the cities and towns of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Hillsborough, Menlo Park, Millbrae, Pacifica, Redwood City, San Bruno, San Carlos, San Mateo (city), and South San Francisco.

## METHODOLOGY

The Grand Jury conducted an extensive survey of police agencies in San Mateo County to determine:

- The types of surveillance technology used in the jurisdiction
- The agency's policies for collecting, managing, and storing surveillance data
- The precautions taken by the agency to ensure public awareness
- Any forthcoming plans by cities or the County for ordinances related to the purchase and deployment of new or borrowed surveillance technology

The Grand Jury also consulted local, state, and federal government websites for background information, and reviewed relevant publications.

## GLOSSARY

Automated License Plate Readers (ALPRs): These computer-controlled, high-speed camera systems—generally mounted on police cars or on fixed objects such as light poles—automatically capture an image of every license plate that comes into its view. ALPRs record data on each plate they scan, including not only the plate number but also the precise time, date and place it was encountered.<sup>4</sup>

Body-worn cameras (BWCs): These small cameras worn by law enforcement officers record audio and video. Some types of cameras are always on; other types can be turned on and off by the wearer.

Cell-site simulators: These devices, commonly known as International Mobile Subscriber Identity (IMSI) catchers or “Stingrays,” mimic cellphone towers, forcing nearby cellphones into connecting to the device. The cell-site simulator logs the IMSI numbers of cellphones in the area or captures the content of communications.<sup>5</sup>

International Mobile Subscriber Identity (IMSI) catchers: These devices are used in the United States and other countries by law enforcement and intelligence agencies to intercept cellphone traffic and track the movements of cellphone users.

ShotSpotter: These systems detect and send the location of gunfire or other weapons using acoustic, optical, or other types of sensors.

Video surveillance: These camera systems are used to observe and record activities, with or without audio, in public spaces. Live camera feeds can spot crimes in real time, and video recordings can be used in investigations and at trial.

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<sup>4</sup> “Street-Level Surveillance: Automated License Plate Readers,” Electronic Frontier Foundation, accessed May 23, 2017. <https://www.eff.org/sls/tech/automated-license-plate-readers>.

<sup>5</sup> “Street-Level Surveillance: Cell-site Simulators,” Electronic Frontier Foundation, accessed May 23, 2017. <https://www.eff.org/sls/tech/cell-site-simulators>.

## BACKGROUND

Surveillance tools are everywhere: Video cameras are in stores, public buildings, even at a neighbor's front door. Advances in surveillance technology have assisted law enforcement in investigating mass shootings, tracking terrorists, and finding lost children.

As valued as these new surveillance tools are to law enforcement, privacy experts say that innocent people may be targeted.<sup>6</sup> “You have very powerful systems being purchased, most often in secret, with little-to-no public debate and no process in place to make sure that there are policies in place to safeguard community members,” said Nicole Ozer, technology and civil liberties policy director for the American Civil Liberties Union (ACLU) of California.<sup>7</sup>

Recent studies show<sup>8</sup> that the public believes it should have a say in how surveillance technology is used. With the issues of privacy and surveillance prominent in the news in recent years, Tulchin Research conducted a California statewide survey<sup>9</sup> in 2015 for the ACLU of California Center for Advocacy and Policy. Tulchin was charged with assessing how likely voters think and feel about criminal justice and law enforcement, including how police use surveillance technology to track Internet, text, email, and other digital activity using handheld devices and computers. Tulchin found that two-thirds of voters would prefer to see local elected officials, such as city council members or county supervisors, approve new surveillance technologies before the devices are deployed (67% support). Similarly, voters want to see policies which set limits on surveillance use both locally (65%) and statewide (64%). The survey also indicated that voters want accountability from law enforcement agencies regarding the frequency of use of surveillance technologies (62%). The public also wants public notification before the purchase of new surveillance technologies (58%).<sup>10</sup>

### Public opinion in the Bay Area on surveillance

Although the Grand Jury did not find any surveys of public opinion in San Mateo County on surveillance issues, the balancing of protection vs. privacy has been a subject of interest in the Bay Area.

In 2015, The Center for Investigative Reporting<sup>11</sup> and three local artists<sup>12</sup> collaborated on the arts and journalism project “Eyes on Oakland.”<sup>13</sup> The reporters and the artists visited neighborhoods across the city of Oakland informing residents about surveillance technology. Hundreds of residents participated by completing questionnaires. Participants were asked to respond to the prompt: “Surveillance is...”

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<sup>6</sup> Marisa Kendall, “Surveillance in Silicon Valley is hard to avoid,” *San Jose Mercury News*, February 9, 2017. <http://www.mercurynews.com/2017/02/09/surveillance-in-silicon-valley-whos-watching-you/>.

<sup>7</sup> Ibid.

<sup>8</sup> For information about Tulchin Research, go to <http://www.tulchinresearch.com>.

<sup>9</sup> See Appendix B.

<sup>10</sup> Tulchin Research, “California Statewide Survey Finds Voters Concerned about Privacy and Want to See Reforms Made to Surveillance Technology Use by Law Enforcement,” August 21, 2015, [http://www.aclunc.org/docs/20150821-aclu\\_surveillance\\_privacy\\_polling.pdf](http://www.aclunc.org/docs/20150821-aclu_surveillance_privacy_polling.pdf).

<sup>11</sup> For information about The Center for Investigative Reporting, go to <https://www.revealnews.org/>, accessed May 23, 2017.

<sup>12</sup> Aaron McKenzie, Chris Treggiari and Peter Foucault

<sup>13</sup> For information on the “Eyes on Oakland” project, go to <http://eyesonoakland.tumblr.com/>, assessed June 8, 2017.

Here is a sampling of the responses:

- Surveillance is: questionable
- Surveillance is: important
- Surveillance can be used against a peaceful public
- Surveillance is: Technology run amok. Just because we can do it, should we do it?
- Surveillance is: Everywhere. Privacy is a myth in the digital era
- Surveillance is: State violence
- Surveillance is: Not a solution to the systemic problems that create crime and violence. Surveillance No! Education, Equity and Respect, Yes!
- Surveillance is: Great!!! Bring it on. It's for my safety, your safety. Nothing to hide<sup>14</sup>

Privacy advocates have pointed out the impact that surveillance technology may have on residents: "Our concerns stem from the fact that license plate readers can scan and collect the information of innocent people, innocent drivers," said Chris Conley, a policy attorney with the ACLU of Northern California. "Location information can reveal very sensitive information about people. If they're visiting a church, or a clinic or even open-mic night at a bar, all of these things reveal information about a person that shouldn't be sitting in a database somewhere."<sup>15</sup>

### **Case in point: One San Leandro resident's eye-opening experience**

After learning that the city of San Leandro had purchased an ALPR for its Police Department in 2008, computer security consultant Michael Katz-Lacabe asked city officials to send him a record of every instance the scanners photographed his car.

An article on sfgate.com describes what Mr. Katz-Lacabe learned:

The results shocked him.

The paperback-size device, installed on the outside of police cars, can log thousands of license plates in an eight-hour patrol shift. Katz-Lacabe said it had photographed his two cars on 112 occasions, including one image from 2009 that shows him and his daughters stepping out of his Toyota Prius in their driveway.

That photograph, Katz-Lacabe said, made him "frightened and concerned about the magnitude of police surveillance and data collection." The single patrol car in San Leandro equipped with a plate reader had logged his car once a week on average, photographing his license plate and documenting the time and location.<sup>16</sup>

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<sup>14</sup> Cole Goins, "What Oakland, California, residents think about police surveillance," *Reveal from the Center for Investigative Reporting*, August 18, 2015. <https://www.revealnews.org/article/what-oakland-california-residents-think-about-police-surveillance/>

<sup>15</sup> Samantha Weigel, "Who's watching who?: License plate readers used throughout San Mateo County," *The Daily Journal*, April 8, 2015. <http://www.smdailyjournal.com/articles/news/2015-04-08/whos-watching-who-license-plate-readers-used-throughout-san-mateo-county/1776425141346.html>

<sup>16</sup> Ali Winston, "License plate readers tracking cars," *SFGate*, June 25, 2013. <http://www.sfgate.com/bayarea/article/License-plate-readers-tracking-cars-4622476.php>

## Legislation

The California Constitution provides for a citizen's right to privacy.<sup>17</sup> State lawmakers are addressing this right as it relates to surveillance systems. In 2015, California lawmakers passed two laws concerning surveillance.<sup>18</sup>

- **SB 741 (2015) Mobile Communications: Privacy<sup>19</sup>**

“Cell-site simulators,” sometimes called International Mobile Subscriber Identity (IMSI) catchers or Stingrays, trick cellphones into connecting to them as they would to a local cellphone tower. This connection enables the simulator to capture an IMSI number (a unique number used to identify a user on the cellular network), the current location, and perhaps the content of the conversation. In general, law enforcement uses cell-site simulators to locate known suspects. A cell-site simulator casts a wide net, collecting all the IMSI numbers in an area until it locates the IMSI number that law enforcement is searching for. Also swept up are the location and IMSI numbers of all cellphones that happen to be nearby.<sup>20</sup>

Effective January 1, 2016, SB 741, written by Senator Jerry Hill, D – San Mateo, imposes restrictions and requirements on data collected by cell-site simulators and how those data are managed and shared. According to the Electronic Frontier Foundation,<sup>21</sup> any public agency using a cell-site simulator must:

- Secure and protect the collected data from “unauthorized access, destruction, use, modification, or disclosure.”<sup>22</sup>
- Adopt a usage and privacy policy that is “consistent with respect for any individual’s privacy and civil liberties.”<sup>23</sup>
- Obtain approval of the legislative body (for example, the City Council) to acquire such systems and alert the community about the device through a public process. This requirement does not apply to Sheriff’s Offices, which must instead provide public notice online that they have acquired such devices.<sup>24</sup>

**Note:** None of the respondents to the Grand Jury’s survey currently use or have plans to acquire a cell-site simulator.

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<sup>17</sup> California Constitution, Section 1.

[https://leginfo.ca.gov/faces/codes\\_displayText.xhtml?lawCode=CONS&division=&title=&part=&chapter=&article=I](https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=CONS&division=&title=&part=&chapter=&article=I).

<sup>18</sup> ACLU of Northern California *Making Smart Decisions about Surveillance: A Guide for community Transparency, Accountability and Oversight*. April, 2016, 8-9. [https://www.aclunc.org/docs/20160325-making\\_smart\\_decisions\\_about\\_surveillance.pdf](https://www.aclunc.org/docs/20160325-making_smart_decisions_about_surveillance.pdf)

<sup>19</sup> California Government Code Section 53166.

<sup>20</sup> Stephanie LaCambra, “Congressional Oversight Committee Wants to Rein in Police Abuse of Cell-Site Simulators,” *Electronic Frontier Foundation DeepLinks* (blog). <https://www.eff.org/deeplinks/2017/02/bipartisan-congressional-oversight-committee-wants-probable-cause-warrants-0>.

<sup>21</sup> David Maass, “Success in Sacramento: Four New Laws, One Veto—All Victories for Privacy and Transparency,” accessed June 2, 2017. <https://www.eff.org/deeplinks/2015/10/success-sacramento-four-new-laws-one-veto-all-victories-privacy-and-transparency>.

<sup>22</sup> *Ibid.*

<sup>23</sup> *Ibid.*

<sup>24</sup> *Ibid.*

- **SB 34 (2015) Automated License Plate Recognition Systems: Use of Data<sup>25</sup>**

Effective January 2, 2016, SB 34, also authored by Senator Jerry Hill, D – San Mateo, requires agencies that collect data using ALPRs or access ALPR data to publish their privacy and usage policies. Specifically, such policies shall be available to the public in writing, and, if the ALPR operator has an Internet Web site, the usage and privacy policy shall be posted conspicuously on that Internet Web site.<sup>26</sup>

In a 2015 *San Jose Mercury News* article,<sup>27</sup> Senator Hill told reporters that approximately 60 law enforcement and public safety agencies in California were using ALPRs. At that time, however, only 8 of the agencies asked for public comment and only 16 published their ALPR policies for review by the public. Hill said agencies must "...have a policy in place on how they're going to use it, what they're going do with the info and how secure it will be. Today there is none of that."<sup>28</sup>

According to an analysis of the law by the Electronic Frontier Foundation, cities and counties using ALPRs are now required to provide this information:<sup>29</sup>

- The authorized purposes for using the ALPR system and collecting ALPR information.
- A description of the job title or other designation of the employees and independent contractors who are authorized to use or access the ALPR system, or to collect ALPR information. The policy shall identify the training requirements necessary for those authorized employees and independent contractors.
- A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- The purposes of, process for, and restrictions on the sale, sharing, or transfer of ALPR information to other persons.
- The title of the official custodian, or owner, of the ALPR system responsible for implementing this section.
- A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors.
- The length of time ALPR information will be retained and the process the ALPR operator will utilize to determine if and when to destroy retained ALPR information.<sup>30</sup>

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<sup>25</sup> California Civil Code sections 1798.29, 1798.82, and 1798.90

<sup>26</sup> California Civil Code section 1798.90.51

<sup>27</sup> Tracy Seipel and Eric Kurhi, "California Digital Privacy Laws Boosted Protecting Consumers from Big Brother, Big Business."

<sup>28</sup> Ibid.

<sup>29</sup> "California Automatic License Plate Reader Policies," Electronic Frontier Foundation, accessed March 30, 2017. <https://www.eff.org/pages/california-automated-license-plate-reader-policies>.

<sup>30</sup> California Civil Code, sec. 1798.90.51



**Note:** Nine of the respondents to the Grand Jury’s survey currently use or have borrowed ALPRs.

## **DISCUSSION**

The 2016-2017 San Mateo County Civil Grand Jury (Grand Jury) surveyed 19 local law enforcement agencies<sup>31</sup> regarding their surveillance technology. The survey questions addressed these topics:

- Types of surveillance technology used in the jurisdiction
- Policies for collecting, managing, and storing surveillance data
- Precautions taken to ensure public trust
- Proposals made for a local ordinance related to the purchase and deployment of new or borrowed surveillance technology

With the exception of Broadmoor,<sup>32</sup> Colma, and Millbrae, every city and town responding to the Grand Jury survey uses some form of surveillance technology. The devices range from video cameras in police stations to more sophisticated tools, such as ALPRs. The San Mateo County Sheriff’s Office uses ALPRs and ShotSpotter.

### **A closer look: Policies for BWCs and ALPRs**

The 2015-16 Grand Jury investigated and reported on body camera usage in the County.<sup>33</sup> At the time that report was written, five police departments used body worn cameras (BWCs): Atherton, Belmont, Foster City, Hillsborough and Menlo Park. Today, 14 police departments and the Sheriff’s Office use BWCs, have purchased, or plan to implement them. Currently, Menlo Park is the only law enforcement agency in this group with a policy statement relating to the use of BWC available online.

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<sup>31</sup>Recipients of survey: Sheriff’s Office, the Broadmoor Police Protection District, and the police departments of the cities and towns of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Hillsborough, Menlo Park, Millbrae, Pacifica, Redwood City, San Bruno, San Carlos, San Mateo (city), and South San Francisco.

<sup>32</sup>Broadmoor Police Protection District used BWCs for a six-month period (with voluntary participation by officers).

<sup>33</sup> San Mateo County Civil Grand Jury 2015-16, “Body Cameras—The Reel Issue,”  
[https://www.sanmateocourt.org/documents/grand\\_jury/2015/body\\_camera.pdf](https://www.sanmateocourt.org/documents/grand_jury/2015/body_camera.pdf).

<b>City/Jurisdiction</b>	<b>When Implemented</b>	<b>Expected Implementation</b>	<b>Policy Available Online?</b>
Foster City	2012		Contact Police Department for policy*
Atherton	Prior to 2016		Contact Police Department for policy*
Belmont	Prior to 2016		Contact Police Department for policy*
Hillsborough	Prior to 2016		Contact Police Department for policy*
Menlo Park	Prior to 2016		Policy available online, in Menlo Park Police Department Policy Manual <sup>†</sup>

<b>Implementation Coming This Year<sup>‡</sup></b>			
San Bruno		6/17 <sup>¶</sup>	Not applicable
South San Francisco		7/17 <sup>¶</sup>	Not applicable
Sheriff		10/17 <sup>‡</sup>	Not applicable
Brisbane		10/17 <sup>‡</sup>	Not applicable
Burlingame		10/17 <sup>¶</sup>	Not applicable
Colma		10/17 <sup>¶</sup>	Not applicable
Pacifica		10/17 <sup>‡</sup>	Not applicable
San Mateo		10/17 <sup>‡</sup>	Not applicable
Redwood City		12/17 <sup>¶</sup>	Not applicable
East Palo Alto		Fiscal Year 2017-2018 <sup>‡</sup>	Not applicable

<b>No Plans to Purchase BWCs</b>			
Broadmoor			
Daly City			

\*San Mateo County Grand Jury 2015-2016, “Body Cameras—The Reel Truth.”  
[https://www.sanmateocourt.org/documents/grand\\_jury/2015/body\\_camera.pdf](https://www.sanmateocourt.org/documents/grand_jury/2015/body_camera.pdf).

<sup>†</sup>Menlo Park Police Department Policy Manual Policy 450, accessed May 31, 2017.  
<https://www.menlopark.org/950/Department-policies>.

<sup>‡</sup>San Mateo County Grand Jury 2016-2017, “Summary of Responses to the 2015-2016 San Mateo County Civil Grand Jury Final Reports.” [https://www.sanmateocourt.org/documents/grand\\_jury/2016/2015-2016Summary.pdf](https://www.sanmateocourt.org/documents/grand_jury/2016/2015-2016Summary.pdf)

<sup>¶</sup>San Mateo County Grand Jury 2016-2017, “Summary of Responses to the 2015-2016 San Mateo County Civil Grand Jury Final Reports, (Second Summary).” As of June 6, 2017, this report is not yet available online.

Survey results revealed that 9 of 19 law enforcement agencies queried in San Mateo County either own or have temporarily borrowed ALPRs. The Grand Jury reviewed the websites of those nine agencies to determine whether they were in compliance with California Civil Code, sec. 1798.90.51, which was added pursuant to SB 34. Section 1798.90.51 requires that “The usage and privacy policy shall be available to the public in writing, and, if the ALPR operator has an Internet Web site, the usage and privacy policy shall be posted conspicuously on that Internet Web site.”<sup>34</sup>

The Grand Jury found as follows:

<b>Law Enforcement Agency</b>	<b>ALPR Policy Conspicuously Placed?</b>
Sheriff	Yes. However, the link to the policy is labeled “ALPR Policy.” County residents may not be familiar with the acronym.
Burlingame	No. Policy is not available on website. Burlingame does not own ALPRs, but has used the equipment on an ad hoc basis in connection with specific investigations. If an agency temporarily borrows an ALPR, it is still required to provide a link on its website to a policy statement. No such policy statement is available on the Burlingame police department website.
Daly City	Yes.
Hillsborough	No. Policy is available on the website but not located in a conspicuous place. To find the policy requires searching the website or reading through a long list of FAQs.
Menlo Park	No. Policy is available on the website but not located in a conspicuous place. To find the policy requires searching through the online Police Department Policy Manual.
San Bruno	Yes.
San Carlos	No. Policy is not available on the website. <sup>35</sup>
San Mateo	Yes.
South San Francisco	Yes.

<sup>34</sup> California Civil Code, sec. 1798.90.51

<sup>35</sup> The City of San Carlos purchased the ALPRs but the Sheriff’s Office provides police services to the city and operates the vehicle with the ALPR equipment. No link to an ALPR policy is on the San Carlos Police Bureau webpage, nor does that page direct the public to the Sheriff’s Office website for the ALPR policy.

In San Mateo County, all law enforcement agencies send the data they collect from ALPRs to the Northern California Regional Intelligence Center (NCRIC).<sup>36</sup> Congress established the NCRIC in 2007, after the Bay Area was designated a high intensity drug trafficking region.<sup>37</sup> NCRIC's reach extends from Monterey County to Del Norte County,<sup>38</sup> covering 15 counties in California.<sup>39</sup> NCRIC is known as an "intelligence fusion center" which, according to the Department of Homeland Security, "...operate[s] as state and major urban area focal points for the receipt, analysis, gathering, and sharing of threat-related information between federal, state, local, tribal, territorial (SLTT), and private sector partners."<sup>40</sup>

Access to the NCRIC<sup>41</sup> data is strictly regulated insofar as only law enforcement personnel who meet these criteria may use the database:

- Have agreed to the NCRIC privacy policy and non-disclosure agreement
- Can provide a criminal case or incident name/number
- Have a lawful purpose with a "need to know"<sup>42</sup> and a "right to know"<sup>43</sup> the information.

One common use of APLRs is to compare the license plate numbers collected against a "hot list." This list contains the license plate information of vehicles associated with active investigations, such as Amber Alerts, missing persons, stolen vehicles, or stolen license plates.<sup>44</sup>

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<sup>36</sup> Samantha Weigel, "Who's watching who?: License plate readers used throughout San Mateo County," *The Daily Journal*, April 8, 2015. <http://www.smdailyjournal.com/articles/news/2015-04-08/whos-watching-who-license-plate-readers-used-throughout-san-mateo-county/1776425141346.html>

<sup>37</sup> "How the NCRIC was Established," NCRIC Northern California Regional Intelligence Center, accessed April 19, 2017. <https://ncric.org/default.aspx?MenuItemID=122&MenuGroup=NCRIC+Public+Home&AspxAutoDetectCookieSupport=1>

<sup>38</sup> Ibid.

<sup>39</sup> Del Norte, Humboldt, Mendocino, Lake, Napa, Sonoma, Marin, San Francisco, Contra Costa, San Mateo, Alameda, Santa Cruz, Santa Clara, San Benito, Monterey Counties. See a map here of the area here:

<https://ncric.org/default.aspx?menuitemid=633&menugroup=NCRIC+Public+Home>, accessed May 18, 2017.

<sup>40</sup> "State and Major Urban Area Fusion Centers," U.S. Department of Homeland Security, accessed March 30, 2017.

<https://www.dhs.gov/state-and-major-urban-area-fusion-centers>.

<sup>41</sup> NCRIC Northern California Regional Intelligence Center. "Frequently Asked Questions," <https://ncric.org/html/ALPR-FAQ-Feb-2015.pdf>, accessed May 17, 2017.

<sup>42</sup> According to the NCRIC "Frequently Asked Questions," *Need to know* "...is established when the requested information is pertinent and necessary to the requesting agency in initiating, furthering, or completing the performance of a law enforcement activity.

<https://ncric.org/html/ALPR-FAQ-Feb-2015.pdf>, accessed May 18, 2017.

<sup>43</sup> According to the NCRIC "Frequently Asked Questions," *Right to know* "...is established when the requester is acting in an official capacity and has statutory authority to obtain the information being sought."

<https://ncric.org/html/ALPR-FAQ-Feb-2015.pdf>, accessed May 18, 2017.

<sup>44</sup> "NCRIC ALPR FAQs,"

<https://ncric.org/html/ALPR-FAQ-Feb-2015.pdf>, accessed May 18, 2017.

According to *The Daily Journal*, ALPRs in San Mateo County, and Northern California generally, collect massive amounts of data:<sup>45</sup>

- In a 12-hour shift, one of the City of San Mateo’s two ALPR-equipped patrol cars accumulated nearly 10,000 images from four cameras mounted on the roof of the cars (even in the dark).<sup>46</sup>
- In one year, NCRIC amassed around 46.5 million images from its partner agencies.<sup>47</sup>

The data are purged every 12 months, except for those records connected to a crime, which can be held for up to five years.

Law enforcement places a high value on the amount and quality of the data they collect from the ALPRs. For example, San Mateo Police Chief Susan Manheimer informed the *Daily Journal*: “I can’t overestimate how important it really is. They’re not looking at them for collecting data to know where our neighbors travel, we’re specifically looking for cars involved in specific crimes.”<sup>48</sup>

As the Grand Jury discovered, seven of the nine County law enforcement agencies using ALPRs have a link on their websites to a policy statement. This policy, in all cases, with the exception of Menlo Park, is a boilerplate statement provided by NCRIC.<sup>49</sup> The information in this generic document does not really provide the level of detail that would be helpful to someone looking for specific information. For instance, the law states that the policy shall include:

(E) The title of the official custodian, or owner, of the ALPR system responsible for implementing this section.”<sup>50</sup>

The NCRIC policy provides the following information regarding “custodians”:<sup>51</sup>

### **Custodian of Records and Records Requests**

Each agency operating ALPR technology retains control and ownership as the official custodian of its records, and must independently verify all external information obtained via NCRIC Information Systems. To the extent permitted by law, requests for information under the California Public Records Act or similar applicable laws will be directed back to the owner of the requested data.

The City of San Mateo Police Department’s website provides an example of a well-executed and well-publicized policy in this regard. The police department currently uses ALPRs and, in addition to a link to the NCRIC policy statement, its website provides helpful information for

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<sup>45</sup> Samantha Weigel, “Who’s watching who?: License plate readers used throughout San Mateo County,” *The Daily Journal*, April 8, 2015. <http://www.smdailyjournal.com/articles/news/2015-04-08/whos-watching-who-license-plate-readers-used-throughout-san-mateo-county/1776425141346.html>

<sup>46</sup> Ibid.

<sup>47</sup> Ibid.

<sup>48</sup> Ibid.

<sup>49</sup> See Appendix A for text of “NCRIC Automated License Plate Reader Policy.”


<sup>50</sup> California Civil Code, sec. 1798.90.51

<sup>51</sup> NCRIC, “NCRIC Automated License Plate Reader Policy.” <https://ncric.org/html/NCRIC%20ALPR%20POLICY.pdf>.

residents wanting to learn about how ALPRs are used in the city.<sup>52</sup> The explanation of the City of San Mateo’s use of ALPRs and links to background information, such as the answers to frequently asked questions help those not in law enforcement to better understand the purpose of ALPRs.

You are here: [Home](#) > [Departments](#) > [Police Department](#) > [Traffic & Parking](#) > **Vehicle License Plate Readers**

### Vehicle License Plate Readers



The San Mateo Police Department has patrol vehicles equipped with automated license plate readers (ALPRs) to better safeguard our community, helping to not only locate stolen vehicles and missing persons, but also wanted violent felons. These devices have also proven time and again to identify crime trends because stolen vehicles are so often used by criminals during their commission of other crimes.

Although the system does not retain private information of any kind, we recognize that your privacy is important to you - and THAT is important to US! Data from our ALPR system, like those from the other agencies in our County and much of the Bay Area, is uploaded and retained by the Northern California Regional Crime Information Center (NCRIC) through their database. [NCRIC](#) has a thorough policy and privacy impact assessment to assure the public of our ethical use of this data.

Visit the [NCRIC](#) website for policy information and FAQs, as well as their Privacy Impact Analysis.

[NCRIC ALPR Policy](#)

[NCRIC ALPR Privacy Impact Assessment](#)

[Frequently Asked Questions about Automated License Plate Readers and Answers from NCRIC](#)

[San Mateo Police Department website](#)

### Interacting with the Community and Building Trust

According to the Grand Jury survey results, the only opportunity that residents may have to comment on the desirability of surveillance technology is at city council meetings. This table shows the responses to the question: “Before purchasing the technology, did you inform residents of your intention to acquire surveillance tools?”<sup>53</sup> Respondents listed the types of interactions they used to connect with community members.

City	Response <sup>†</sup>
Atherton Burlingame Daly City East Palo Alto Hillsborough Menlo Park Pacifica Redwood City San Bruno San Carlos San Mateo South San Francisco	City or Town Council meetings, staff reports posted on city website

<sup>52</sup> “Vehicle License Plate Readers,” San Mateo Police Department, accessed May 6, 2017. <http://www.cityofsanmateo.org/index.aspx?nid=3211>.

<sup>53</sup> For the actual survey responses to the question “Before purchasing the technology, did you inform residents of your intention to acquire surveillance tools?” see Appendix C.

City	Response <sup>†</sup>
East Palo Alto Hillsborough Menlo Park Redwood City San Carlos Sheriff's Office	Public meetings, Town Halls
Menlo Park*	Social media
Brisbane Foster City	Did not reach out to residents

\* Colma, Pacifica, and South San Francisco stated in the survey that in the future they would use social media to inform residents.

<sup>†</sup> Some cities stated they did not reach out to residents (Brisbane and Foster City). Belmont responded that the city did reach out, but did not provide any examples. Broadmoor Police Protection District, Colma, and Millbrae currently use surveillance tools, so this question did not apply to them.

### Planning by cities or the County to introduce ordinances to manage surveillance technology

According to the Grand Jury survey, neither the County nor any cities in San Mateo County are currently considering an ordinance that outlines processes and procedures for deploying and managing surveillance tools.

### Other Bay Area responses to community concerns about surveillance

#### Oakland Domain Awareness Center (DAC)

In 2013, the City of Oakland was building the DAC system, a large surveillance system comprising 700 cameras placed in schools and public housing, with facial recognition software, ALPRs, and 300 terabytes of storage.<sup>54</sup> In response, a coalition of activists alerted the community to the potential harm widespread surveillance could do to privacy and civil liberties. At city council meetings, speaker after speaker voiced concerns about surveillance technology and requested participation in the decision-making process.<sup>55</sup>

As a result, in 2014, the Oakland City Council voted to confine the DAC surveillance to the Port of Oakland. The council also prohibited use of facial recognition software, ALPRs, and eliminated data retention. The council also created an ad hoc citizen's committee, which later became Oakland's Privacy Advisory Commission.<sup>56</sup> Recently, this commission has proposed a "Surveillance and Community Safety Ordinance,"<sup>57</sup> which would require the city's departments to disclose any new surveillance technologies they plan to acquire. Agencies would need approval from the City Council before purchasing the tool or technology. The law would require open public hearings, to allow the public to evaluate the costs and benefits of technologies before

<sup>54</sup> Brian Hofer, "How the fight to stop Oakland's Domain Awareness Center Laid the Groundwork for the Oakland Privacy Commission," *ACLU of Northern California* (blog), accessed Sept. 21, 2016. <https://www.aclunc.org/blog/how-fight-stop-oaklands-domain-awareness-center-laid-groundwork-oakland-privacy-commission>.

<sup>55</sup> Ibid.

<sup>56</sup> Ibid.

<sup>57</sup> Text of proposed ordinance, accessed May 6, 2017: <https://www.documentcloud.org/documents/3253520-oak061975.html>.

they are deployed. Unanimously approved by the commission, the ordinance was pending before the Oakland City Council as of June 6, 2017.<sup>58</sup>

### Santa Clara County's surveillance technology and community safety ordinance

In September 2016, Santa Clara County passed an ordinance to protect residents' right to privacy from intrusive and invasive technologies.<sup>59</sup> This ordinance also addresses emerging surveillance tools not yet created. According to the *San Jose Mercury News*:

The ordinance is aimed at protecting the public's right to privacy from existing and emerging technologies, such as drones, license plate readers, cell phone trackers or things that haven't yet been realized outside of science fiction.

The new rules require that agencies put in place public policies regarding the use of any surveillance technology before it is acquired or activated, and issue annual reports on how the technologies have been used and what they discovered.<sup>60</sup>

Santa Clara County Supervisor Joe Simitian began advocating for an ordinance in 2014, in response to local law enforcement purchasing surveillance technology without informing the public. He became more concerned about the lack of transparency when he learned that San Jose police had purchased a drone and of Oakland's plan to extend the powers of the DAC beyond the Port of Oakland.<sup>61</sup> When the Santa Clara County Sheriff's Office received a grant to buy a \$500,000 "Stingray" cell-site simulator, Simitian, backed by many County residents, requested more information about this technology. A press release issued by Simitian's office stated:

Under the new law, officials who want to purchase and use surveillance technology in Santa Clara County will have to:

- Provide analysis of the privacy and due process implications of the technology they wish to acquire,
- Submit, for approval, a set of "use policies" governing the use of the technology, before the technology is acquired or used; and,
- Report back annually on the use of the technology, in order to provide some measure of accountability.

Simitian noted, "for years and years we've made budget allocations without asking the most basic of questions: What information are we collecting? About whom? Why? How

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<sup>58</sup> Darwin BondGraham, "Oakland Privacy Commission Approves Surveillance Transparency Oversight Law," *East Bay Express*, Jan 6, 2017.

<http://www.eastbayexpress.com/SevenDays/archives/2017/01/06/oakland-privacy-commission-approves-surveillance-transparency-and-oversight-law>.

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<https://occupyoakland.org/wp-content/uploads/2017/01/OPAC-Surveillance-Ordinance-Adopted.pdf>.

<sup>59</sup> Ordinance no. NS-300.897 "An Ordinance of the Board of Supervisors of the County of Santa Clara Adding Division A40 of the County of Santa Clara Ordinance code Relating to Surveillance-Technology and Community Safety," accessed May 6, 2017. <https://assets.documentcloud.org/documents/2854213/Attachment-149330.pdf>.

<sup>60</sup> Eric Kurhi "Pioneering spy-tech law adopted by Santa Clara County," *The Mercury News*, June 7, 2016.

<http://www.mercurynews.com/2016/06/07/pioneering-spy-tech-law-adopted-by-santa-clara-county/>.

<sup>61</sup> *Ibid*.



long will we have the information? Who'll have access? How will we know if there's misuse or abuse? I think we ought to know those answers before we spend millions of dollars in public funds.”

The ordinance also provides that the Board of Supervisors, “...shall assess whether the benefits to the impacted County departments and the community of the surveillance technology outweigh the costs – including both the financial costs and reasonable concerns about the impact on and safeguards for privacy, civil liberties and civil rights.”

“I firmly believe we can both protect the public, and respect the public’s privacy and due process rights,” Simitian said. “In fact, I believe we’re obligated to do both.”

The new measure is noteworthy, in part, because it both addresses specific existing technologies (like surveillance cameras, automated license plate readers, and cell-site simulators), but also attempts to be “future-proof,” by describing the kinds of surveillance covered.<sup>62</sup>

### Bay Area Rapid Transit’s (BART’s) proposed Surveillance Policy

According to representatives at BART, the BART Board of Directors will be considering a proposal that would require board approval of any surveillance tools used by BART police or other BART entity.

The ACLU of Northern California, the Oakland Privacy Working Group, and the Electronic Frontier Foundation (EFF) all have indicated support for such the surveillance policy, which has been presented to BART’s technology committee in December 2016. A senior attorney at EFF stated: “BART could take a big step forward toward accountability and transparency by passing the ordinance, which will ensure public and collective board oversight of whether to acquire dangerous and invasive spying tools.”<sup>63</sup>

### **Proposed California State Senate Bill**

SB 21 (2017), the Police Surveillance Transparency bill<sup>64</sup> sponsored by Senator Jerry Hill, D–San Mateo, would extend existing privacy standards for ALPRs and cell-intercept devices to all surveillance technology used by law enforcement agencies.

“SB 21 ensures that the same privacy protocols and standards that currently apply to license plate readers and cell site simulators apply to all other surveillance technology, including those developed in the future,” Senator Hill said.<sup>65</sup>

This bill was passed by the California State Senate on May 31, 2017 and was then sent to the California Assembly.<sup>66</sup>

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<sup>62</sup> Press Release: “Joe Simitian: Cutting-edge surveillance ordinance approved for Santa Clara County,” accessed May 6, 2017. <https://www.sccgov.org/sites/d5/newsmedia/press-releases/Pages/SurveillanceOrdinance.aspx>.

<sup>63</sup> Joe Kukura “BART Considers Measure to Limit Surveillance,” *SF Weekly*, January 26, 2017. <http://www.sfweekly.com/news/bart-considers-measure-to-limit-surveillance/>.

<sup>64</sup> Text of bill is available at [http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180SB21](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB21).

<sup>65</sup> “New Legislation,” Senator Jerry Hill, accessed April 3, 2017.

[https://lcmspubcontact.lc.ca.gov/PublicLCMS/imgs/SD13/2017/jan/Hill\\_eNews\\_010317\\_Full.htm#article1](https://lcmspubcontact.lc.ca.gov/PublicLCMS/imgs/SD13/2017/jan/Hill_eNews_010317_Full.htm#article1).

<sup>66</sup> “CA SB21|2017-2018|Regular Session,” Legiscan, accessed June 1, 2017. <https://legiscan.com/CA/bill/SB21/2017ncric>.

## FINDINGS

- F1. The County of Santa Clara passed an ordinance in 2016 requiring agencies to adopt policies related to any surveillance technology before such technology is acquired or activated. The ordinance also requires agencies to issue annual reports explaining how the technologies are used and what they discovered.
- F2. The County and cities in San Mateo County have not enacted any ordinances governing their acquisition and use of surveillance technology, or the accessibility, management, or retention of the information acquired.
- F3. The County and cities in San Mateo County do inform residents about the use of some surveillance tools (Automated License Plate Readers and Body Worn Cameras) at public forums and city council meetings:
- City or Town Council meeting or staff reports posted on website: Atherton, Burlingame, Daly City, East Palo Alto, Hillsborough, Menlo Park, Pacifica, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco
  - Public meeting or Town Halls: East Palo Alto, Hillsborough, Menlo Park, Redwood City, San Carlos, Sheriff's Office
  - The City of Menlo Park mentioned also having used social media for this purpose.
- F4. With the exception of Burlingame, which borrowed ALPR technology, the cities and the San Mateo County Sheriff's Office have complied with the law requiring ALPR users to "conspicuously" post a link to the ALPR usage and privacy policy on their websites.
- F5. With the exception of the City of San Mateo, the generic ALPR policies posted by cities and the Sheriff's Office do not provide specific information that helpful to residents.

## RECOMMENDATIONS

- R1. In addition to providing a conspicuous link to usage and privacy policies on operator websites (as required by law for ALPRs), all law enforcement agencies in the County should create an easily accessible and simply written information webpage by December 31, 2017, which lists the types of surveillance tools (such as ALPRs) and investigative tools (such as ShotSpotter and body worn cameras) utilized by the agency. At a minimum, such a webpage shall include these details about each tool:
- What is the use and purpose of the technology, such as assisting in ongoing criminal investigations, locating missing children, or locating stolen vehicles
  - Who is authorized to collect or access the data collected
  - How the system is monitored to ensure that the data are secure
  - Who owns the surveillance technology
  - What measures were taken to ensure the accuracy of the data
  - How long the data will be retained

- R2. All law enforcement agencies in the County shall increase the number and types of opportunities for community members to voice support for or opposition to any proposed addition of new surveillance technologies including, but not limited to:
- Surveying residents to better understand their concerns about law enforcement’s use of surveillance tools and address those concerns in public meetings, Town Halls, Neighborhood Watch sessions and other local gatherings.
  - Using social media platforms such as Nextdoor<sup>®</sup> to keep residents engaged and informed about surveillance technologies and its uses in your community.
- R3. Staff shall bring to the city or town council (in the case of a police department or police bureau) or the Board of Supervisors (in the case of the Sheriff’s Office) a policy or ordinance for consideration at a public meeting by December 31, 2017. Such ordinances or policies should require, at a minimum:
- Plans to acquire new surveillance technology be announced at public meetings and other forums to ensure that the community is aware and engaged when new technology is under consideration.
  - Any “use policies” related to surveillance technology be readily available and easy to access on the city or County websites.
  - Oversight and accountability be supported by posting periodic reports on the effectiveness of the surveillance tools used in the community.

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## REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the Grand Jury requests responses to **Recommendations 1-3** from the following:

- San Mateo County Board of Supervisors
- San Mateo County Sheriff’s Office
- Broadmoor Police Protection District
- Atherton Town Council
- Belmont City Council
- Brisbane City Council
- Burlingame City Council
- Colma City Council
- Daly City City Council
- East Palo Alto City Council
- Foster City City Council
- Half Moon Bay City Council

- Hillsborough Town Council
- Menlo Park City Council
- Millbrae City Council
- Pacifica City Council
- Portola Valley Town Council
- Redwood City City Council
- San Bruno City Council
- San Carlos City Council
- San Mateo City Council
- South San Francisco City Council
- Woodside Town Council

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

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## APPENDIX A

### NCRIC Automated License Plate Reader Policy

#### **NCRIC MISSION**

The Northern California Regional Intelligence Center (NCRIC) is a multi-jurisdiction public safety program created to assist local, state, federal, and tribal public safety agencies and critical infrastructure locations with the collection, analysis, and dissemination of criminal threat information. It is the mission of the NCRIC to protect the citizens within its area of responsibility from the threat of narcotics trafficking, organized crime, as well as international, domestic, and street terrorism-related activities through information sharing and technical operations support to public safety personnel.

#### **AUTOMATED LICENSE PLATE READER (ALPR) TECHNOLOGIES**

To support authorized law enforcement and public safety purposes of local, state, federal, and tribal public safety agencies, the NCRIC utilizes Automated License Plate Reader (ALPR) technology, and supporting software, to gather and analyze ALPR data to enable the rapid identification and location of vehicles of legitimate interest to law enforcement. ALPR units are attached to law enforcement vehicles or deployed at fixed locations, where they collect license plate information from vehicles on public roadways and public property. In one common use of ALPR technology, license plate encounters are compared against law enforcement “hotlists” – lists of vehicles associated with active investigations, for example, related to Amber Alerts or other missing children, stolen vehicles, or stolen license plates. The information is also retained for a fixed retention period, though it is only reaccessible by law enforcement given a legitimate law enforcement purpose as listed below.

#### **PURPOSE**

This NCRIC Automated License Plate Reader Policy (ALPR Policy) defines a minimum set of binding guidelines to govern the use of Automated License Plate Reader Data (ALPR Data), in order to enable the collection and use of such data in a manner consistent with respect for individuals’ privacy and civil liberties.

The NCRIC also completed a NCRIC ALPR Privacy Impact Assessment (PIA) to address in further detail common privacy and civil liberties concerns regarding Automated License Plate Reader technology. The current version of this document is available on the NCRIC web site at [www.ncric.org](http://www.ncric.org).

#### **AUTHORIZED PURPOSES, COLLECTION, AND USE OF ALPR DATA**

To support the mission of the NCRIC, Law enforcement personnel with a need and right to know will utilize ALPR technology to:

- Locate stolen, wanted, and subject of investigation vehicles;
- Locate and apprehend individuals subject to arrest warrants or otherwise lawfully sought by law enforcement;
- Locate witnesses and victims of violent crime;
- Locate missing children and elderly individuals, including responding to Amber and Silver Alerts;
- Support local, state, federal, and tribal public safety departments in the identification of vehicles associated with targets of criminal investigations, including investigations of serial crimes;
- Protect participants at special events; and
- Protect critical infrastructure sites.



## **RESTRICTIONS ON COLLECTION OF ALPR DATA AND USE OF ALPR SYSTEMS**

NCRIC ALPR units may be used to collect data that is within public view, but may not be used for the sole purpose of monitoring individual activities protected by the First Amendment to the United States Constitution.

ALPR operators may not contact occupants of stolen, wanted, or subject-of-investigation vehicles unless the ALPR operators are sworn law enforcement officers. ALPR operators must rely on their parent agency rules and regulations regarding equipment, protection, self-identification, and use of force when stopping vehicles or making contact.

ALPR operators must recognize that the data collected from the ALPR device, and the content of referenced hotlists, consists of data that may or may not be accurate, despite ongoing efforts to maximize the currency and accuracy of such data. To the greatest extent possible, vehicle and subject information will be verified from separate Law enforcement information sources to confirm the vehicle or subject's identity and justification for contact. Users of ALPR Data must, to the fullest extent possible, visually confirm the plate characters generated by the ALPR readers correspond with the digital image of the license plate in question.

All users of NCRIC ALPR equipment or accessing NCRIC ALPR Data are required to acknowledge that they have read and understood the NCRIC ALPR Policy prior to use of the ALPR System.

In no case shall the NCRIC ALPR system be used for any purpose other than a legitimate law enforcement or public safety purpose.

### **TRAINING**

Only persons trained in the use of the NCRIC ALPR system, including its privacy and civil liberties protections, shall be allowed access to NCRIC ALPR Data. Training shall consist of:

- Legal authorities, developments, and issues involving the use of ALPR Data and technology
- Current NCRIC Policy regarding appropriate use of NCRIC ALPR systems;
- Evolution of ALPR and related technologies, including new capabilities and associated risks;
- Technical, physical, administrative, and procedural measures to protect the security of ALPR Data against unauthorized access or use; and
- Practical exercises in the use of the NCRIC ALPR system

Training shall be updated as technological, legal, and other changes that affect the use of the NCRIC ALPR system occur.

### **AUDIT**

Access to, and use of, ALPR Data is logged for audit purposes. Audit reports will be structured in a format that is understandable and useful and will contain, at a minimum:

- The name of the law enforcement user;
- The name of the agency employing the user;
- The date and time of access;
- The activities executed, including any license plates searched for;
- The supplied authorized law enforcement or public safety justification for access; and
- A case number associated with the investigative effort generating the ALPR data query.

Audit reports will be provided periodically and on request to supervisory personnel at the NCRIC and partner agencies.

In addition, no less frequently than every 12 months, the NCRIC will audit a sampling of ALPR system utilization from the prior 12 month period to verify proper use in accordance with the above authorized

uses. Any discovered intentional misconduct will lead to further investigation, termination of system access, and notification of the user's parent agency for appropriate recourse. In addition, the auditing data will be used to identify systemic issues, inadvertent misuse, and requirements for policy changes, training enhancements, or additional oversight mechanisms.

These ALPR audits shall be conducted by a senior NCRIC official other than the person assigned to manage the NCRIC ALPR function. Audit results shall then be reported to the Director of the NCRIC.

### **DATA QUALITY AND ACCURACY**

The NCRIC will take reasonable measures to ensure the accuracy of ALPR Data collected by NCRIC ALPR units and partner agency ALPR systems. Errors discovered in ALPR Data collected by NCRIC ALPR units are marked, corrected, or deleted in accordance with the type and severity of the error in question. Errors discovered in ALPR Data collected from partner agencies' ALPR systems are communicated back to the controlling agency to be addressed as deemed appropriate by that agency or in accordance with the agency's own ALPR data policies.

As the downstream custodian of "hotlists", the NCRIC will provide the most recent versions of these lists available and ensure the lists are refreshed from state or federal sources on a daily basis.

The NCRIC acknowledges that, in rare instances ALPR units may inadvertently capture information contrary to the collection guidelines set forth in this policy. Such records will be purged upon identification. Any discovered notable increase in frequency of these incidents from specific ALPR units or agencies will be followed up with for equipment repairs, camera realignment, or personnel training as necessary.

### **PHYSICAL AND ELECTRONIC SECURITY OF ALPR DATA:**

Data collected by ALPR systems is stored in a secured law enforcement facility with multiple layers of physical security and 24/7 security protections. Physical access is limited to law enforcement staff in good standing who have completed background investigations and possess an active security clearance at the "SECRET" or higher level.

NCRIC will utilize strong multi-factor authentication, encrypted communications, firewalls, and other reasonable physical, technological, administrative, procedural, and personnel security measures to mitigate the risks of unauthorized access to the system.

### **RETENTION OF ALPR DATA:**

ALPR Data collected by NCRIC ALPR units or shared from partner agencies' ALPR units shall not be retained longer than 12 months, or the length of time required by the partner agency who is custodian of the record – whichever is shorter. Once the retention period has expired, the record will be purged entirely from all active and backup systems unless a reasonable suspicion has been established that the vehicle identified by the ALPR read is connected to criminal activities.

ALPR records matching an entry in a current law enforcement hotlist will trigger an immediate notification to the officer operating the ALPR unit, the active dispatch officer at the agency owning the ALPR unit, the NCRIC, and the custodial agency of the hotlist. Such notifications are also subject to a maximum retention of 12 months.

ALPR Data obtained with license plate information not appearing on hotlists, and with no immediate reasonable connection to criminal activity, will be retained in secure systems so as to only be made accessible to authorized personnel for a maximum period of twelve months, then purged entirely from all systems. If during the specified retention period there is information which supports a legitimate law enforcement purpose (see above section enumerating AUTHORIZED PURPOSES, COLLECTION, AND USE OF ALPR DATA) as to a license plate or partial license plate which was recorded and is retained in these systems, then limited access will be permitted for predicate-based querying for potential matches

against the parameters specific to the legitimate law enforcement purpose. Such events shall be recorded in an access log showing date, time, name of person seeking access, agency of employment, reason for access, and tracking identifiers such as an agency case number.

NCRIC Automated License Plate Reader Policy 5 ALPR records of vehicles having been identified and linked to criminal investigation will be entered into the relevant NCRIC database(s) and retained for a period of no more than five years. If during the fiveyear period NCRIC personnel become aware that the vehicle license plate information is no longer associated with a criminal investigation, it will be purged from the NCRIC's databases.

### **CUSTODIAN OF RECORDS AND RECORDS REQUESTS**

Each agency operating ALPR technology retains control and ownership as the official custodian of its records, and must independently verify all external information obtained via NCRIC Information Systems. To the extent permitted by law, requests for information under the California Public Records Act or Freedom of Information Act or similar applicable laws will be directed back to the owner of the requested data.

### **SYSTEM MANAGEMENT AND ACCOUNTABILITY**

The NCRIC shall assign a senior officer who will have responsibility, and be accountable, for managing the ALPR Data collected and ensuring that the privacy and civil liberties protection and other provisions of this ALPR Policy are carried out. This individual shall also be responsible for managing a process for maintaining the most current and accurate hotlists available from NCRIC law enforcement sources. This individual shall also have the responsibility for the security of the hotlist information and any ALPR Data which is maintained by the NCRIC. It remains, however, the personal responsibility of all officers with access to ALPR Data to take reasonable measures to protect the privacy and civil liberties of individuals, as well as the security and confidentiality of ALPR Data.

### **COMMERCIALY CREATED ALPR DATA**

Except as explicitly authorized below with regard to critical infrastructure, the NCRIC will not share NCRIC or partner agency ALPR Data with commercial or other private entities or individuals.

### **DISSEMINATION**

The NCRIC may disseminate ALPR data to any governmental entity with an authorized law enforcement or public safety purpose for access to such data. The NCRIC assumes no responsibility or liability for the acts or omissions of other agencies in making use of the ALPR data properly disseminated. Though the NCRIC will make every reasonable effort to ensure the quality of shared ALPR Data and hotlists, it cannot make absolute guarantees of the accuracy of information provided.

ALPR Information may be disseminated to owners and operators of critical infrastructure in circumstances where such infrastructure is reasonably believed to be the target of surveillance for the purpose of a terrorist attack or other criminal activity. In these situations, the NCRIC also will make notification to appropriate local, state, and federal law enforcement agencies.

Information collected by the ALPR system shall not be disseminated to private parties, other than critical infrastructure owners or operators, as limited above, unless authorized, in writing, by the Director of the NCRIC or his designee. ALPR information shall not be disseminated for personal gain or for any other non-law enforcement purposes.

## **POLICY REVISIONS**

NCRIC ALPR Policies will be reviewed, and updated as necessary, no less frequently than every 12 months, or more frequently based on changes in data sources, technology, data use and/or sharing agreements, and other relevant considerations.

The most current version of the ALPR Policy may be obtained from the NCRIC website at <http://www.ncric.org/>

APPENDIX B



August 21, 2015

To: Interested Parties

From: Ben Tulchin, Corey O’Neil and Kiel Brunner; Tulchin Research

Re: **California Statewide Survey Finds Voters Concerned about Privacy and Want to See Reforms Made to Surveillance Technology Use by Law Enforcement**

Tulchin Research recently conducted a California statewide survey on behalf of the ACLU of California Center for Advocacy & Policy to assess how likely voters think and feel about criminal justice and law enforcement, including how police use surveillance technology to track internet, text, e-mail and other digital activity via hand held devices and computers. With the issue of privacy and surveillance in the news in recent years, this research aims to gauge voter sentiments toward these issues in California specifically and help inform local elected officials in Sacramento about the public’s desire to reform how law enforcement tracks and observes the online actions of California residents.

We provide below a summary of the key findings from the survey.

**Police Access to Digital Surveillance**

Voters in California broadly support a myriad of reforms to ensure their online communications and activities are not tracked by law enforcement without a warrant. When it comes to accessing e-mail and internet activity, more than four out of five voters (82 percent) support requiring a warrant prior to authorities gaining access. Similarly, nearly four out of five voters (79 percent) support this requirement for allowing cell phone access and 77 percent for text messaging records.

The table below shows the statewide results among likely voters.

**Support for Requiring Police to Get a Warrant to Monitor Online Activity and Communications**

*Here are some suggested proposals to improve transparency and accountability for police use of surveillance technology. Please indicate whether you support or oppose each proposal.*

	Support	Oppose	Und.	Supp – Opp
Require police officers to get a warrant before they can access your <b>internet use and what you do online.</b>	82%	12%	6%	<b>+71</b>
Require police officers to get a warrant before they <b>can access your e-mail.</b>	82%	10%	8%	<b>+72</b>
Require police officers to get a warrant before they <b>track your cell phone and what you do on it.</b>	79%	12%	10%	<b>+67</b>
Require police officers to get a warrant before they <b>can access your text messages.</b>	77%	14%	9%	<b>+63</b>

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In looking specifically at the high levels of support for requiring law enforcement to obtain a warrant prior to conducting surveillance of online activity (82 percent support), this proposal garners overwhelming backing from across majorities of every key demographic group in the state including:

- Both women (83 percent support) and men (81 percent) show strong support for this reform;
- All ethnic groups including Latinos (93 percent), African Americans (88 percent), Asians (87 percent) and Caucasians (78 percent);
- Bridging the partisan divide, Democratic (87 percent), Republican (74 percent) and independent (83 percent) voters all broadly support requiring a warrant in this context; and
- Voters of all ages agree that police should get a warrant prior to tracking online use with voters ages 18 to 29 most in favor (90 percent), followed by voters ages 30 to 49 (83 percent), voters ages 50 to 64 (82 percent) and voters ages 65 and older (79 percent).

**Support for Requiring Police to Get a Warrant to Access Internet Use (By Demographic Group)**

*Here are some suggested proposals to improve transparency and accountability for police use of surveillance technology. Please indicate whether you support or oppose each proposal.*

*Require police officers to get a warrant before they can access your internet use and what you do online*

	Support	Oppose	Supp- Opp
<b>All California Voters</b>	<b>82%</b>	<b>12%</b>	<b>+71</b>
<b><u>Gender</u></b>			
<b>Women</b>	83%	11%	<b>+72</b>
<b>Men</b>	81%	13%	<b>+69</b>
<b><u>Ethnicity</u></b>			
<b>Blacks</b>	88%	5%	<b>+81</b>
<b>Latinos</b>	93%	6%	<b>+86</b>
<b>Asians</b>	87%	4%	<b>+83</b>
<b>Whites</b>	78%	15%	<b>+62</b>
<b><u>Party</u></b>			
<b>Democrats</b>	87%	7%	<b>+80</b>
<b>Republicans</b>	74%	18%	<b>+56</b>
<b>Independents</b>	83%	13%	<b>+70</b>
<b><u>Age</u></b>			
<b>18-29</b>	90%	9%	<b>+81</b>
<b>30-39</b>	83%	12%	<b>+71</b>
<b>40-49</b>	83%	10%	<b>+73</b>
<b>50-64</b>	82%	11%	<b>+70</b>
<b>65+</b>	79%	14%	<b>+65</b>

Voters in the state also carry strong sentiments about requiring law enforcement to obtain a warrant before tracking cell phone usage and activity (79 percent support). Similar to online activity above, every demographic group shares this strong support for protecting their privacy on their mobile devices:

- Both men (82 percent) and women (75 percent) offer strong support for requiring a warrant to track cell phones and what individuals do on their phones;
- Cell phone privacy strikes a chord most notably among Asian (95 percent) and African American voters (93 percent), while there is also support from over three-quarters of white and Latino (77 percent) voters;
- Voters of all parties support requiring warrants for police to access cell phone data and activity as Democratic (81 percent), Republican (74 percent) and independent (79 percent) voters all approve of this measure; and
- Among various age groups, support for cell phone privacy is strongest among voters ages 50 to 64 (82 percent) and is followed closely by voters ages 65 and older (79 percent), ages 40 to 49 (78 percent), and voters age 18-39 (74 support).

**Cell Phone Use Requirement Proposal (By Demographic Group)**

*Here are some suggested proposals to improve transparency and accountability for police use of surveillance technology. Please indicate whether you support or oppose each proposal. Require police officers to get a warrant before they track your cell phone and what you do on it.*

	Support	Oppose	Supp- Opp
<b>All California Voters</b>	<b>79%</b>	<b>12%</b>	<b>+67</b>
<b><u>Gender</u></b>			
<b>Women</b>	75%	11%	<b>+64</b>
<b>Men</b>	82%	13%	<b>+70</b>
<b><u>Ethnicity</u></b>			
<b>Blacks</b>	93%	4%	<b>+88</b>
<b>Latinos</b>	77%	10%	<b>+67</b>
<b>Asians</b>	95%	0%	<b>+95</b>
<b>Whites</b>	77%	13%	<b>+64</b>
<b><u>Party</u></b>			
<b>Democrats</b>	81%	7%	<b>+74</b>
<b>Republicans</b>	74%	16%	<b>+58</b>
<b>Independents</b>	79%	15%	<b>+64</b>
<b><u>Age</u></b>			
<b>18-29</b>	74%	14%	<b>+62</b>
<b>30-39</b>	74%	12%	<b>+63</b>
<b>40-49</b>	78%	11%	<b>+67</b>
<b>50-64</b>	82%	12%	<b>+70</b>
<b>65+</b>	79%	11%	<b>+68</b>

In addition to these previously mentioned technology-specific surveillance measures, voters also would like to see reforms implemented at the state and local level of surveillance practices by law enforcement in order to provide more oversight, accountability and limits to this law enforcement tactic. Among them, two-thirds of voters would like to see local elected officials like City Councilmembers or County Supervisors approve new surveillance technologies before they can be used (67 percent support). Similarly, voters want to see policies set that limit surveillance use both locally (65 percent) and statewide (64 percent). Voters also want to see steps taken to require public reporting from law enforcement agencies regarding the frequency of use of surveillance technologies (62 percent) as well as providing public notification before purchasing any new surveillance technologies (58 percent).

**Support for Local and State Surveillance Reforms**

<i>Here are some suggested proposals to improve transparency and accountability for police use of surveillance technology. Please indicate whether you support or oppose each proposal.</i>				
	Support	Oppose	Don't Know	Supp – Opp
<b><i>Require the local City Council or Board of Supervisors to vote to approve new surveillance technology before it is used by local police.</i></b>	67%	19%	14%	<b>+48</b>
<b><i>Develop and enforce local policies to set limits on surveillance technology used by police.</i></b>	65%	18%	17%	<b>+47</b>
<b><i>Develop and enforce statewide policies to set limits on surveillance technology used by police.</i></b>	64%	18%	18%	<b>+47</b>
<b><i>Require law enforcement agencies to publicly report how often they are using surveillance.</i></b>	62%	24%	13%	<b>+47</b>
<b><i>Provide public notification prior to local police buying new technology for surveillance.</i></b>	58%	23%	19%	<b>+36</b>

**Conclusion**

These findings show wide support throughout California for limiting how law enforcement uses surveillance technologies on the public. From internet and e-mail surveillance to cell phone and text messaging activities, voters from across a spectrum of demographic and partisan groups show strong support for reforming how law enforcement tracks our activities through technology by requiring the police to get a warrant before collecting this information. More broadly, voters want more accountability, oversight and limits placed on police surveillance tactics.

**Survey Methodology:** Tulchin Research conducted a statewide survey in California among 900 likely November 2016 voters, including a statewide base sample of 800 voters and an oversample of 100 African American voters. The oversample of African American voters provides increased statistical confidence for that specific demographic, especially in looking at key sub-groups. Interviews were conducted online from July 10-14, 2015. The margin of error for the statewide base sample is +/- 3.46 percent.



## APPENDIX C

This table shows the verbatim responses to this question from the Grand Jury’s survey of police departments and the Sheriff’s Office: “Before purchasing the technology, did you inform residents of your intention to acquire surveillance tools?”

City	How Cities Responded
<b>Atherton</b>	The projects and expenses were approved by the Town Council and divulged as part of the public agenda in staff reports.
<b>Belmont</b>	<i>Belmont did respond “Yes” to the question but did not provide details.</i>
<b>Broadmoor</b>	N/A (no surveillance technology in use).
<b>Brisbane</b>	<i>Law enforcement did not reach out to the community</i>
<b>Burlingame</b>	<p>Body Worn Cameras we responded to the Grand Jury’s recommendation to implement and went before our City Council for approval.</p> <p>GPS we did not notify our community</p> <p>Police Department Cameras we did not notify our community</p>
<b>Colma</b>	<p>N/A (no surveillance technology in use).</p> <p>Note: The Police Department will reach out to residents at council meetings and social media if the Department does plan to acquire surveillance technology.</p>
<b>Daly City</b>	Staff report to City Council for approval
<b>East Palo Alto</b>	<p>ShotSpotter: This was installed during Chief Ronald Davis tenure and I believe there was involvement with community and the matter was approved by the City Council.</p> <p>Additionally, each year that I renew the contract, it goes before the City Council and the community has the opportunity to comment on the use of the system.</p>
<b>Foster City</b>	<i>Law enforcement did not reach out to the community</i>
<b>Hillsborough</b>	The ALPR mobile unit purchase was introduced over the course of several council meetings and approved by City Council. We also hosted a number of community forums on the topic of crime prevention and discussed the ALPR technology prior to and after it was approved. Additionally, we regularly update our council with details and statistics from our ALPR program.

City	How Cities Responded
<b>Menlo Park</b>	City council meetings, social media, community meetings
<b>Millbrae</b>	N/A ( <i>no surveillance technology in use</i> )
<b>Pacifica</b>	<p>Regarding the implementation of patrol vehicle cameras in the mid 1990's, it is unknown what methods were used to inform residents.</p> <p>The police department's body camera implementation plan was announced at a City Council meeting. When body cameras are deployed, the department plans to announce this vial social media and press release.</p>
<b>Redwood City</b>	<p>We did community outreach and held a community meeting regarding the placing of surveillance cameras on a pedestrian footbridge.</p> <p>Redwood City Police Department began using the ALPR technology in 2012. On October 6, 2015, Governor Edmund G. Brown Jr. signed SB 34, which added provisions to the California Civil Code regarding the use of ALPR systems, including requiring government agencies using ALPRs to maintain reasonable security procedures and practices, to implement a privacy policy, to keep records of access to records created through use of ALPR system, and to prevent unauthorized access to the system. In addition, the agency must disclose any security breaches and cannot sell, share, or transfer ALPR information, except to another public agency and only as permitted by law. Under Section 1798.90.55</p> <p>(a), the new law requires: A public agency that operates or intends to operate an ALPR system shall provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program.</p> <p>The Police Department has updated its Policy Manual to comply with the new provisions of the law. The updated policy regarding Automated License Plate Readers has been posted to the City Website as required by California Civil Code Section 1798.90.51 (b)(1). Because the department began using ALPR technology prior to the passage of SB 34, compliance with the requirement that an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before</p>

**City****How Cities Responded**

	implementing the program was not possible. The Department is in compliance with SB34 and is now providing an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing new ALPR technology.
<b>San Bruno</b>	A staff report regarding the ALPR was made available on the city's web page. The project was also presented in a televised public forum at a city council meeting.
<b>San Carlos</b>	The decision to deploy ALPR technology was made by the City Council; not by the Police Bureau. An open, "noticed" public meeting was held to discuss the item and take public comment on the issue. At the conclusion of that very public process, the city Council voted and directed the Police Bureau to deploy the ALPRs We also discussed the issue during Police Town Hall Meetings and Neighborhood Watch events.
<b>San Mateo (city)</b>	Depends—ALPRs are required by law to be noticed to our city council and we posted the privacy policy on our internet
<b>San Mateo County Sheriff</b>	Open, noticed public meetings were held to discuss the items and take public comment on the issue. The meetings were held to help educate and inform the community. During the community meetings, we provided facts and also discussed the benefits during Town Hall Meetings and Neighborhood Watch events.
<b>South San Francisco</b>	Our intention to acquire body cameras was addressed at a public City Council meeting. Once the body cameras are implemented, we will make a public announcement by means of a press release and social media

Issued: July 12, 2017



COUNTY OF SAN MATEO  
OFFICE OF THE SHERIFF

CARLOS G. BOLANOS  
SHERIFF

TRISHA L. SANCHEZ  
UNDERSHERIFF

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ADDRESS ALL COMMUNICATIONS TO THE SHERIFF

August 23, 2017

Hon. Leland Davis, III  
Judge of the Superior Court  
c/o Charlene Kresevich  
Hall of Justice  
400 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063

**Subject:** San Mateo County Sheriff's Office Response to the Grand Jury Report, "A Delicate Balance: Privacy v. Protection"

Dear Judge Davis:

Thank you for the opportunity to respond to the Grand Jury report entitled "A Delicate Balance: Privacy v. Protection". The San Mateo County Sheriff's Office response to both the findings and recommendations are listed below.

**Responses to Grand Jury Findings**

**F1. The County of Santa Clara passed an ordinance in 2016 requiring agencies to adopt policies related to any surveillance technology before such technology is acquired or activated. The ordinance also requires agencies to issue annual reports explaining how the technologies are used and what they discovered.**

*Response:* The information necessary to either agree or disagree with this finding is not contained within the Sheriff's Office's files.

**F2. The County and cities in San Mateo County have not enacted any ordinances governing their acquisition and use of surveillance technology, or the accessibility, management, or retention of the information acquired.**

*Response:* The information necessary to either agree or disagree with this finding is not contained within the Sheriff's Office's files. However, the Sheriff's Office has signed a records sharing and data retention agreement for warehousing data with the Northern California Regional Intelligence Center (NCRIC). This agreement ensures that data warehoused within the NCRIC is subject to federal standards and state policies for data retention and sharing.

**F3. The County and cities in San Mateo County do inform residents about the use of some surveillance tools (Automated License Plate Readers and Body Worn Cameras) at public forums and city council meetings:**

- **City or Town Council meeting or staff reports posted on website: Atherton, Burlingame, Daly City, East Palo Alto, Hillsborough, Menlo Park, Pacifica, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco**
- **Public meeting or Town Halls: East Palo Alto, Hillsborough, Menlo Park, Redwood City, San Carlos, Millbrae, Portola Valley, Ladera, and Emerald Hills**
- **The City of Menlo Park mentioned also having used social media for this purpose.**

*Response:* The information necessary to either agree or disagree with this finding is not contained within the Sheriff's Office's files. However, the Sheriff's Office informs residents about the use of surveillance tools at public forums at community and city council meetings.

**F4. With the exception of Burlingame, which borrowed ALPR technology, the cities and the San Mateo County Sheriff's Office have complied with the law requiring ALPR users to "conspicuously" post a link to the ALPR usage and privacy policy on their websites.**

*Response:* The information necessary to either agree or disagree with much of this finding is not contained within the Sheriff's Office's files. The Sheriff's Office agrees that it complies with the law requiring ALPR users to "conspicuously" post a link to the ALPR usage and privacy policy on their websites.

**F5. With the exception of the City of San Mateo, the generic ALPR policies posted by cities and the Sheriff's Office do not provide specific information that is helpful to residents.**

*Response:* The Sheriff's Office does not agree with this finding and believes that the policy posted on the Sheriff's Office web page is both specific and helpful to residents. The policy describes authorized purposes, restrictions on collection of data, training, audits, data quality and accuracy, security of data and retention of data.

### **Responses to Grand Jury Recommendations**

**R1. In addition to providing a conspicuous link to usage and privacy policies on operator websites (as required by law for ALPRs), all law enforcement agencies in the County should create an easily accessible and simply written information webpage by December 31, 2017, which lists the types of surveillance tools (such as ALPRs) and investigative tools (such as ShotSpotter and body worn cameras) utilized by the agency. At a minimum, such a webpage shall include these details about each tool:**

- **What is the use and purpose of the technology, such as assisting in ongoing criminal investigations, locating missing children, or locating stolen vehicles**
- **Who is authorized to collect or access the data collected**
- **How the system is monitored to ensure that the data are secure**
- **Who owns the surveillance technology**
- **What measures were taken to ensure the accuracy of the data**
- **How long the data will be retained**

*Response:* Portions of this recommendation have already previously been implemented in part and portions will be implemented in part, but portions of the recommendation will not be implemented. The San Mateo County Sheriff's Office has already posted privacy policy information on its website as to ALPRs. The Sheriff's Office will expand its ALPR privacy and usage policy to include additional electronic equipment where the release of such information does not unnecessarily jeopardize public safety and criminal investigations, and will place that information in a conspicuous location on its website by December 31, 2017.

**R2. All law enforcement agencies in the County shall increase the number and types of opportunities for community members to voice support for or opposition to any proposed addition of new surveillance technologies including, but not limited to:**

**Surveying residents to better understand their concerns about law enforcement's use of surveillance tools and address those concerns in public meetings, Town Halls, Neighborhood Watch sessions and other local gatherings**

**Using social media platforms such as Nextdoor© to keep residents engaged and informed about surveillance technologies and its uses in your community**

*Response:* The Sheriff's Office will not implement this recommendation because it views its current robust efforts to obtain community input, e.g., as to ALPRs, as having been sufficient and intends to continue its robust efforts if it ever begins using new technologies. The Sheriff's Office recognizes that not all community members utilize internet and social media, and will continue to seek opportunities at public meetings, including neighborhood association meetings, neighborhood watch gatherings, and publicly noticed meetings to share this information.

This recommendation will also not be implemented for law enforcement investigative tools and techniques primarily used for complex criminal investigative purposes. It is not always appropriate or reasonable for law enforcement agencies to publicly explain and expose certain critical investigative techniques or technology. Checks and balances already exist through the legal system regarding the use of these techniques. Certain specialized electronic tools are precisely aimed at members of criminal organizations, career criminals, and those under investigation for violent crimes, with minimal to no impact to the law-abiding public.

Public discussion of law enforcement technologies and investigative techniques would be detrimental to ongoing criminal investigations, compromise capabilities to protect communities, and allow individuals involved in criminal activity to more easily avoid detection.

**R3. Staff shall bring to the city or town council (in the case of a police department or police bureau) or the Board of Supervisors (in the case of the Sheriff's Office) a policy or ordinance for consideration at a public meeting by December 31, 2017. Such ordinances or policies should require, at a minimum:**

- **Plans to acquire new surveillance technology be announced at public meetings and other forums to ensure that the community is aware and engaged when new technology is under consideration**
- **Any "use policies" related to surveillance technology be readily available and easy to access on the city or County websites**
- **Oversight and accountability be supported by posting periodic reports on the effectiveness of the surveillance tools used in the community**

*Response:* Existing law can require that law enforcement agencies provide information to local governing bodies when acquiring certain new technologies. Law enforcement agencies make policies that govern the use of our basic police surveillance tools and technologies publicly available when they are public records.

But this recommendation will not otherwise be implemented because it is not warranted or reasonable. The recommendation contains obstacles that would limit law enforcement's ability to quickly adapt and evolve to criminal activity.

Existing state law protects law enforcement agencies from having to disclose investigative, intelligence and security records under the California Public Records Laws. Government Code 6254 (f) recognizes the need for confidentiality and protects law enforcement agencies from disclosing investigative and tactical information that would compromise crime fighting capabilities. Existing laws also prohibit the release of information derived from, or related to the security of our technology systems specifically to ensure those upholding and protecting the public are not compromised.

It is also of note that, law enforcement agencies are already required to obtain court orders: under California Penal Code 1546 – 1546.4 related to specified electronic communications; under Penal Code 629.50, for wire and other specified electronic communications; and for electronic tracking devices under Penal Codes 1524 and 1534. Further disclosure of advanced investigative technology and techniques would limit law enforcement's ability to adapt and evolve to criminal activity and would compromise the safety and security of residents of San Mateo County.

Sincerely,



Carlos G. Bolanos  
Sheriff



*City of Millbrae*  
621 Magnolia Avenue, Millbrae, CA 94030

REUBEN D. HOLOBER  
Mayor

GINA PAPAN  
Vice Mayor

ANN SCHNEIDER  
Councilwoman

WAYNE J. LEE  
Councilman

ANNE OLIVA  
Councilwoman

July 18, 2017

The Honorable Leland Davis, III  
Judge of the Superior Court  
c/o Charlene Kresevich  
Hall of Justice  
400 County Center; 2<sup>nd</sup> Floor  
Redwood City, CA 94063-1655

**Reference: Response to the Grand Jury Report – A Delicate Balance: Privacy vs. Protection**

Dear Judge Leland Davis, III:

As you are aware, the City of Millbrae contracts for law enforcement services with the San Mateo County Sheriff's Office. The Privacy vs. Protection report is a topic we have discussed with the Sherriff's Office. In fact prior to the Grand Jury report, the Sheriff held two community meetings to discuss the topic of Automated License Plate Readers.

The Sheriff realizes the importance of meeting the community needs in determining what the acceptable conditions are for the use of surveillance methods. Therefore, we would expect the Sheriff to continue to meet with the community regarding the specific recommendations made by the Grand Jury.

I want to thank you for the work the Grand Jury did. In today's environment it is important for law enforcement to break down barriers and continue to expand their outreach to growing diverse communities.

Sincerely,

Marcia Raines  
City Manager

City Council/City Manager/City Clerk  
(650) 259-2334

Fire  
(650) 558-7600

Building Division/Permits  
(650) 259-2330

Police  
(650) 259-2300

Community Development  
(650) 259-2341

Public Works/Engineering  
(650) 259-2339

Finance  
(650) 259-2350

Recreation  
(650) 259-2360



# TOWN of PORTOLA VALLEY

Town Hall: 765 Portola Road, Portola Valley, CA 94028 Tel: (650) 851-1700 Fax: (650) 851-4677

July 27, 2017

Grand Jury Foreperson  
c/o Court Executive Officer  
400 County Center  
Redwood City, CA 94063-1655

**Re: Response to Grand Jury Report  
A Delicate Balance: Privacy vs. Protection**

Dear Grand Jury Foreperson:

The Town Council for the Town of Portola Valley ("Town") has reviewed the recommendations in the Grand Jury Report "A Delicate Balance: Privacy vs. Protection" and approved the following responses at the public meeting on July 26, 2017:

## Recommendation No. 1

In addition to providing a conspicuous link to usage and privacy policies on operator websites (as required by law for ALPRs), all law enforcement agencies in the County should create an easily accessible and simply written information webpage by December 31, 2017, which lists the types of surveillance tools (such as ALPRs) and investigative tools (such as ShotSpotter and body worn cameras) utilized by the agency. At a minimum, such a webpage shall include these details about each tool:

- What is the use and purpose of the technology, such as assisting in ongoing criminal investigations, locating missing children, or locating stolen vehicles
- Who is authorized to collect or access the data collected
- How the system is monitored to ensure that the data are secure
- Who owns the surveillance technology
- What measures were taken to ensure the accuracy of the data
- How long the data will be retained

## Response No. 1

The Town contracts with the San Mateo County Sheriff's Department for law enforcement services. Therefore, the Town is not in a position to implement this recommendation. The Town will cooperate with the Sheriff's Department, as necessary, to implement the recommendation. Additionally, after a robust public process, on April 26, 2017, the Town Council of the Town of Portola Valley adopted Ordinance No 2017-418 adding Chapter 9.02, Public Safety Information, to the Town's Municipal Code. This ordinance, which addresses the use and retention of ALPR data, and related materials are readily available on the Town's website.

Recommendation No. 2

All law enforcement agencies in the County shall increase the number and types of opportunities for community members to voice support for or opposition to any proposed addition of new surveillance technologies including, but not limited to:

- Surveying residents to better understand their concerns about law enforcement's use of surveillance tools and address those concerns in public meetings, Town Halls, Neighborhood Watch sessions and other local gatherings.
- Using social media platforms such as Nextdoor® to keep residents engaged and informed about surveillance technologies and its uses in your community.

Response No. 2

The Town contracts with the San Mateo County Sheriff's Department for law enforcement services. Therefore, the Town is not in a position to implement this recommendation. The Town will cooperate with the Sheriff's Department, as necessary, to implement the recommendation. Additionally, after a robust public process, on April 26, 2017, the Town Council of the Town of Portola Valley adopted Ordinance No 2017-418 adding Chapter 9.02, Public Safety Information, to the Town's Municipal Code. The robust public process included a number of public meetings over a two-year period prior to adoption of the use of ALPR technology in town.

Recommendation No. 3

Staff shall bring to the city or town council (in the case of a police department or police bureau) or the Board of Supervisors (in the case of the Sheriff's Office) a policy or ordinance for consideration at a public meeting by December 31, 2017. Such ordinances or policies should require, at a minimum:

- Plans to acquire new surveillance technology be announced at public meetings and other forums to ensure that the community is aware and engaged when new technology is under consideration.
- Any "use policies" related to surveillance technology be readily available and easy to access on the city or County websites.
- Oversight and accountability be supported by posting periodic reports on the effectiveness of the surveillance tools used in the community.

Response No. 3

The Town contracts with the San Mateo County Sheriff's Department for law enforcement services. Therefore, the Town is not in a position to implement this recommendation. The Town will cooperate with the Sheriff's Department, as necessary, to implement the recommendation. Additionally, after a robust public process, on April 26, 2017, the Town Council of the Town of Portola Valley adopted Ordinance No 2017-418 adding Chapter 9.02, Public Safety Information, to the Town's Municipal Code. The robust public process included a number of public meetings over a two-year period prior to adoption of the use of ALPR technology in town.

The Town thanks the Grand Jury for bringing this issue to our attention in an informative and thorough manner. Please let me know if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Hughes', written in a cursive style.

Craig Hughes  
Mayor

cc: Town Council  
Town Manager  
Town Attorney





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Lori Burns, Human Resources Manager  
 Isabel C. Safie, City Attorney's Office  
 VIA: William Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: Revise Personnel Policies – Uniform Allowance

## RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION ADDING SUBCHAPTER 3.02.274 TO THE COLMA ADMINISTRATIVE CODE,  
 EMPLOYMENT, RELATING TO VALUE OF UNIFORMS FOR CALPERS PURPOSES AND  
 AUTHORIZING AN INCREASE IN STANDBY PAY

## EXECUTIVE SUMMARY

To comply with California Code of Regulations 571(a) the Town must report the cost of providing and maintaining non-safety related uniforms for the following Classic employees as special compensation reported to CalPERS:

- For Public Works Maintenance Employees, the Town will continue to provide and maintain non-safety related uniforms and has deemed that the value of that service is one thousand seven hundred and eight-five (\$1,785) annually per employee. Sixty-eight dollars and sixty-seven cents (\$68.67) for each Public Works Maintenance Classic Employee per pay period will be reported to CalPERS as special compensation.

Uniform Provision Contract cost Weekly	\$ 103.00
Annual Cost (x52 weeks)	5,356.00
Annual Employee Cost (divide by 3)	1, 785.33
Cost Per Employee Per Pay Period (divide by 26)	68.67

In addition, the Town will increase the weekly Standby Pay for the Public Works Maintenance Employees from one hundred dollars (\$100.00) per week to one hundred twenty dollars (\$120.00). Since the required Employee CalPERS contribution will increase as a result of this newly reported special compensation, the Town met with the affected employees and conditionally agreed to offset their additional costs by increasing the Standby Pay subject to

Council approval. Also, the amount of the Standby Pay has not increased since instituted in 2014.

### **FISCAL IMPACT**

- Because the Town is continuing to pay for the provision and maintenance of non-safety uniforms for the Public Works Maintenance Workers, the only additional cost is the annual increase of Town's employer contribution to CalPERS of approximately four hundred and thirty-seven dollars (\$437) per employee or a total of one thousand three hundred and twelve dollars (\$1,312) per year.
- The annual cost of the increase in the Standby pay will cost the Town an additional three hundred forty-six dollars (\$346) per employee or a total of one thousand and forty dollars (\$1,040.00) per year.

### **BACKGROUND**

CalPERS has made a concerted effort to ensure that the value of providing and maintaining non-safety related uniforms for all Classic employees are reported as special compensation . Also, these amounts are included in an employee's final compensation when calculating pension amounts. CalPERS regulations require that the value of providing and maintaining these uniforms be documented in a written labor policy or agreement. The proposed resolution amending the Colma Administrative Code ensures compliance.

The amount of Standby pay has not been increased since it was established in 2014.

### **Council Adopted Values**

Adoption of the attached resolution is the *fair and responsible* course of action because it ensures compliance with the California Code of Regulations and recognizes the dedication of our Public Works Maintenance Employees.

### **Alternatives**

The Council could choose to not adopt the proposed resolution. Doing so is not recommended, however, because it would hinder the Town's compliance with the California Code of Regulations.

### **CONCLUSION**

Staff recommends adoption of the attached resolution.

### **ATTACHMENTS**

- A. Resolution
- B. Salary Schedule

**RESOLUTION NO. 2017-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA  
  
RESOLUTION ADDING SUBCHAPTER 3.02.274 TO  
THE COLMA ADMINISTRATIVE CODE,  
EMPLOYMENT, RELATING TO VALUE OF UNIFORMS  
FOR CALPERS PURPOSES AND AUTHORIZING AN  
INCREASE IN STANDBY PAY**

The City Council of the Town of Colma hereby resolves:

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**ARTICLE 1. CAC SECTION 3.02.274 ADDED.**

Section 3.02.274 to state as follows:

**3.02.274 Value of Uniforms for CalPERS Purposes**

- (a) The Town shall report to CalPERS a uniform allowance as special compensation in the amount of \$68.67 per pay period for Public Works Maintenance Workers.
- (b) The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including the prohibition against reporting uniform allowance as pensionable compensation for "new members" under the Public Employees' Pension Reform Act of 2013.

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**ARTICLE 2. CAC SECTION 3.02.271 AMENDED.**

Section 3.02.271, Standby Duty, is hereby renumbered as 3.02.272

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**ARTICLE 3. CAC SECTION 3.02.272 AMENDED**

Section 3.02.272, Call Back Pay, is hereby renumbered as 3.02.273

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**ARTICLE 4. CAC SECTION 3.02.273 AMENDED**

Section 3.02.273, After Work Hours Communications, is hereby renumbered as 3.02.271

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**ARTICLE 5. CAC SECTION 3.02.273 AMENDED**

Section 3.02.273, Conflicting Provision, is hereby renumbered as 3.02.275

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**ARTICLE 6. AUTHORIZATION TO INCREASE STANDBY PAY**

The City Council hereby authorizes a weekly increase in standby pay for the Public Works Maintenance Employees from one hundred dollars (\$100.00) per week to one hundred twenty dollars (\$120.00) per week.

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**ARTICLE 7. 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 ordinance.

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**ARTICLE 8. 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 pursuant to CEQA Guideline 15061(b)(3) 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.

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**ARTICLE 9. EFFECTIVE DATE.**

This resolution shall take effect immediately upon adoption.

I certify that the foregoing Resolution No. 2017-\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on September 13, 2017, by the following vote:

1.

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor					
Raquel "Rae" Gonzalez					
Joanne F. del Rosario					
John Irish Goodwin					
Diana Colvin					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fiscaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk



Town of Colma Pay Schedule Adopted 09/09/15  
Revised 09/013/17

Elected Officials (Monthly)	Incumbents	Ordinance # or Resolution #						Dated	Effective
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
Mayor & City Council	924.00							ORD. 729	11/13/2013
<b>Hourly</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		
Accounting Technician	2	35.27	37.03	38.89	40.83	42.88	-	Reso 2017-06	01/25/2017
Administrative Services Director	1	70.34	73.86	77.55	81.43	85.50	-	Reso 2016-30	06/22/2016 7/4/2016
Administrative Technician I	1	32.92	34.57	36.30	38.11	40.01	-	Reso 2017-06	01/25/2017
Administrative Technician II	0	34.57	36.30	38.11	40.01	42.01	-	Reso 2017-06	01/25/2017
Administrative Technician III	1	34.57	36.30	38.11	40.01	42.01	44.11	Reso 2017-06	01/25/2017
City Clerk	1	44.11	46.32	48.63	51.06	53.61	-	Reso 2017-34	06/28/2017
City Manager	1	95.92	-	-	-	-	-	Reso 2017-25	05/10/2017 1/1/2017
Community Service Officer	1	32.11	33.72	35.40	37.18	39.04	-	Reso 2017-06	01/25/2017
Facility Attendant	7	13.15	13.81	14.50	15.22	15.98	-	Reso 2016-16	03/23/2016
Human Resources Manager	1	48.32	50.74	53.28	55.95	58.74	-	Reso 2017-06	01/25/2017
Maintenance Technician I	1	32.19	33.80	35.48	37.26	39.13	-	Reso 2017-06	01/25/2017
Maintenance Technician II	1	33.80	35.48	37.26	39.13	41.08	-	Reso 2017-06	01/25/2017
Maintenance Technician III	0	33.80	35.48	37.26	39.13	41.08	43.14	Reso 2017-06	01/25/2017
Police Chief	1	89.25	-	-	-	-	-	Reso 2017-24	05/10/2017 12/14/2016
Police Commander	1	65.11	68.35	71.78	75.37	79.13	-	Reso 2017-06	01/25/2017
Police Communications/Dispatcher Supervisor	1	48.42	49.76	51.12	52.46	53.81	-	Reso 2017-05	01/25/2017
Police Dispatcher / Clerk	3	40.18	41.30	42.42	43.53	44.63	-	Reso 2017-05	01/25/2017
Police Officer 1	4	44.96	47.21	49.58	52.06	-	-	Reso 2017-04	01/25/2017
Police Officer 2	3	46.76	49.10	51.56	54.14	-	-	Reso 2017-04	01/25/2017
Police Officer 3	5	47.67	50.05	52.55	55.18	-	-	Reso 2017-04	01/25/2017
Police Sergeant 1	0	56.99	58.17	59.37	62.66	-	-	Reso 2017-04	01/25/2017
Police Sergeant 2	0	59.27	60.49	61.74	65.17	-	-	Reso 2017-04	01/25/2017
Police Sergeant 3	5	60.40	61.65	62.92	66.43	-	-	Reso 2017-04	01/25/2017
Public Works Maintenance Supervisor	1	41.10	43.16	45.31	47.58	49.95	-	Reso 2017-06	01/25/2017
Recreation Coordinator	2	32.10	33.71	35.39	37.16	39.01	-	Reso 2017-06	01/25/2017
Recreation Manager		39.13	41.08	43.14	45.29	47.56	-	Reso 2017-33	06/28/2017
Recreation Leader	7	10.65	11.18	11.74	12.33	12.95	-	Reso 2016-16	03/23/2016
Senior Recreation Leader	4	13.15	13.81	14.50	15.22	15.98	-	Reso 2016-16	03/23/2016

(1) These positions receive a \$1,025 per year uniform allowance  
 (2) This position receives a 5.0% incentive for CAD Administrator  
 (3) These positions receive an additional 5% Holiday Pay  
 (4) These positions receive a \$774.73 per year uniform allowance  
 (5) These positions may receive a 5% incentive for Acting Commander, Acting Sergeant, Officer in Charge, Training Officer, and/or Detective  
 (6) This position may receive a 2.5% incentive for Back-up CAD Administrator  
 (7) These positions may receive \$120 per week stand-by pay  
 (8) These positions receive an in kind uniform allowance of \$68.67 per pay period





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 VIA: William C. Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: Colma Systemic Safety Analysis Report (SSAR)

## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KITTELSON & ASSOCIATES, INC. IN THE AMOUNT OF \$250,000 FOR PREPARATION OF COLMA SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

## EXECUTIVE SUMMARY

The proposed contract with Kittelson & Associates is for the preparation of Colma Systemic Safety Analysis Report (SSAR). The SSAR will identify and prioritize safety improvement projects that are eligible for Highway Safety Improvement Program (HSIP) funds and other safety funding programs.

The purpose of the project is to evaluate a number of major arterials and collectors within the Town's roadway network utilizing a proactive safety analysis approach to hopefully prevent future roadway fatalities and injuries that have and or can occur within Town. The SSAR report will become the Colma Traffic Safety Plan, this plan will identify traffic, pedestrian and bicycles safety issues and concerns. Once these safety issues are identified, the report will recommend the proper counter measure (solution) to correct the safety issue. Kittelson & Associates is recommended as the preferred consultant based on their proposal, strong project team and their demonstrated proficiency and understanding of the project and goals.

## FISCAL IMPACT

The Town of Colma was awarded a California Department of Transportation (Caltrans) Grant in the amount of \$250,000 for the SSAR study. The negotiated proposal that was agreed to by Kittelson and Associates is for \$250,000, which will be reimbursed by the SSAR grant. In obtaining the \$250,000 grant funds the Town had to provide a local match of \$50,000. The Town's local match will provide project management and oversight of the project and also a contingency for unforeseen and extra work if required.

The Town's estimated funding plan for the SSAR project is as follows:

• Proposed CIP Allocation for FY 18-19(Local Match)	\$ 50,000
• SSAR Grant	<u>\$ 250,000</u>
Estimated Project Total	\$ 300,000

## BACKGROUND

The Town has been allocated \$250,000 in State funds from the Systemic Safety Analysis Report Program (SSARP). The Program Supplement Agreement was executed with California Department of Transportation (Caltrans) on 11/21/2016 for administrating this project under Agency-State Master Agreement No. 00416S.

The goal of SSAR is to assist local agencies in evaluating their roadway network using systemic safety approach and identifying qualified safety projects for HSIP and other grant funding programs which, if implemented, will improve the overall safety of roadway network.

On June 26, 2017, the Town of Colma released a Request for Proposals (RFP) for the preparation of the SSAR. The RFP contained a very specific scope of work along with timely deliverables. Five consultants responded to the RFP; DKS; Fehr & Peers; Kittelson & Associates; Stantec; and TJKM. Staff reviewed the proposals of the five that were submitted, a short list of three consultants were selected among the top-ranked firms and interviewed by a panel consisting of Town Staff and a representative from the Police Department.

The Town followed the Town Municipal Code and Caltrans's Local Assistance Procedures Manual (LAPM) in the consultant selection process. The evaluation was based on the technical merit of proposals and cost proposals were kept confidential and sealed until all proposals had been reviewed and most qualified consultants were selected and interviewed. The panel reviewed cost proposals from the three interviewed consultants and entered into contract negotiations with Kittelson & Associates as being the top-ranked consultant.

## ANALYSIS

The purpose of the Systemic Safety Analysis Report (SSAR) is to provide a detailed analysis that will provide implementation of safety measures across the Town that will enhance safety for all modes of transportation (vehicles, bicycles and pedestrians). The project involves a safety analysis study for a number of major arterials and collectors within the Town's roadway network. These corridors include El Camino Real, Junipero Serra Boulevard, Hillside Boulevard, Serramonte Boulevard, Mission Road, Collins Avenue, Colma Boulevard, Lawndale Boulevard and F Street.

The SSAR will include the assessment of the existing road conditions, traffic count, evaluation of crash data and types, development and selection of low-cost countermeasures, prioritization of proposed safety improvements for implementation based on higher benefit-cost ratio calculations, and preliminary engineering design of selected safety projects for up to five (5) locations.

The scope of services requested for this project includes the following works:

1. Analyze crash data to determine crash patterns by location, type of crash, roadway/intersection types, roadway characteristics, types of road users, and any circumstance of the crash which would lead to potential countermeasure identification. In addition, analyze roadway characteristics to determine the risk factors associated with nominal safety design to aid in potential countermeasure identification and strategies.
2. Develop a listing of potential countermeasures based on safety issues through systemic analysis and discussions with Town staff, City Council, and key stakeholders. Participants in these discussions should include, but not be limited to, representatives of "4 E's" of roadway safety: Engineering, Education, Enforcement and Emergency Medical Services.
3. Develop Colma Traffic Safety Plan as a final product of Systemic Safety Analysis Report. This document will summarize the existing conditions, list safety projects in a prioritized manner by location, and recommend strategies for improving safety throughout the Town.
4. Develop detailed scope for priority projects to apply for HSIP Cycle funds. The scope will include vicinity/location map, countermeasures being applied, crash data and diagrams, benefits summary, benefit/cost ratio calculations, project narrative, and preliminary engineering design for up to five safety projects.

The Consultant shall be responsible for undertaking the following tasks, summarized below:

- Task 1 – Project Management;
- Task 2 – Document Review;
- Task 3 – Data Collection;
- Task 4 – Data Analysis;
- Task 5 – Countermeasure Selection and Stakeholder Workshop;
- Task 6 – Receive consensus from the City Council;
- Task 7 – Develop Safety Projects;
- Task 8 – Draft Systemic Safety Analysis Report;
- Task 9 – Preliminary Engineering Design (30% Design Plans);
- Task 10 – Final Systemic Safety Analysis Report; and
- Task 11 (Optional) – Prepare Sample HSIP Application

Kittelson & Associates has shown proficiency with similar studies in transportation planning and engineering, and has partnered with BKF Engineers who has been delivering civil engineering and land planning services for government agencies for over 100 years.

With all the components in the scope of work, the project is anticipated to take six (6) months to complete. After contacting references and a review of project scope and budget, staff is

recommending to the City Council that Kittelson & Associates and their subconsultant BKF Engineers be hired to prepare the Colma Systemic Safety Analysis Report (SSAR).

### **Council Adopted Values**

The recommendation is consistent with the Council value of *responsibility* in improving the safety features on and along the major arterials and collectors within the Town's roadway network.

### **Sustainability Impact**

The City Council's adoption of the resolution is consistent with the Town's sustainability goals and Complete Streets Program goals as it ensures safety measures are identified to provide better traffic flow on Town streets.

### **Alternatives**

The City Council could choose to not approve the resolution authorizing the contract with Kittelson & Associates. This is not recommended because the Town would lose the \$250,000 grant to assist with the implementation of SSAR project. Further, potential safety measures to improve the Town's roadway network will not be identified.

### **CONCLUSION**

Staff recommends that the City Council adopt the resolution approving and authorizing the City Manager to execute the contract with Kittelson & Associates for the preparation of Colma Systemic Safety Analysis Report (SSAR).

### **ATTACHMENTS**

- A. Resolution
- B. Draft Kittelson & Associates Professional Services Agreement with attached scope of work, budget and schedule

**RESOLUTION NO. 2017-\_\_**  
**Of the City Council of the Town of Colma**

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT WITH KITTELSON & ASSOCIATES, INC. IN THE AMOUNT OF \$250,000  
FOR PREPARATION OF COLMA SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)**

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

**1. Background.**

- (a) The Town of Colma has been allocated \$250,000 in State funds from the Systemic Safety Analysis Report Program (SSARP) by the California Department of Transportation.
- (b) The goal of SSARP is to assist local agencies in evaluating their roadway network using systemic safety approach and identifying qualified safety projects for HSIP and other grant funding programs which, if implemented, will improve the overall safety of roadway network.
- (c) The Town of Colma released a Request for Proposals (RFP) for the preparation of the systematic safety analysis report (SSAR), and determined that Kittelson & Associates is the top-ranked consultant.
- (d) Therefore, the Town of Colma desires to approve a contract with Kittelson & Associates for preparation of a systematic safety analysis report.

**2. Finding.**

- (a) The City Council finds that the contract with the Kittelson & Associates for preparation of a systematic safety analysis report is not exempt from competitive bidding, and competitive bidding was duly performed pursuant to Colma Municipal Code section 1.06.220.

**3. Order**

- (a) The contract between the Town of Colma and Kittelson & Associates for preparation of a systematic safety analysis report, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.
- (b) The City Manager is authorized to execute said contract on behalf of the Town of Colma, with such minor technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2017-\_\_ was duly adopted at a regular meeting of said City Council held on September 13, 2017 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fiscaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk



**TOWN OF COLMA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 2017 by and between the Town of Colma, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 (“Town”), and Kittelson & Associates, Inc., a CORPORATION, with its principal place of business at 1161 Mission Street, Office #563, San Francisco, CA 94103 (hereinafter referred to as “Consultant”). Town and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. Town is a public agency of the State of California and is in need of professional services for the following project:

Colma Systemic Safety Analysis Report (SSAR)  
(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$250,000 [Two Hundred Fifty Thousand Dollars]**. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the Town and executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder in accordance with the "Activity Schedule" set forth in Exhibit "C". The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

11. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage

(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) With the exception of the Professional Liability policy, defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Town, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Town nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the Town), indemnify and hold the Town, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its officials, officers, employees, agents or volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Town Material Requirements.

[INTENTIONALLY LEFT BLANK]

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17. Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.



19. Organization

Consultant shall assign Erin Ferguson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Town.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:

Town of Colma

1198 El Camino Real

Colma, CA 94014

Attn: William Norton, Interim City Manager

Bill.Norton@colma.ca.gov

CONSULTANT:

Kittelson & Associates, Inc.

1161 Mission Street, Office #563

San Francisco, CA 94103

Attn: Erin Ferguson, Project Manager

eferguson@kittelson.com

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF COLMA  
AND KITTELSON & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**TOWN OF COLMA**

**Kittelson & Associates, Inc.**

*Approved By:*

\_\_\_\_\_  
William Norton  
Interim City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Erin Ferguson  
Name

Approved as to Form:

\_\_\_\_\_  
Project Manager  
Title

\_\_\_\_\_  
Christopher J. Diaz  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**  
Scope of Services

## **Detailed Scope of Work**

The following describes our proposed scope for providing the deliverables identified in the RFP and to meet the Town's overarching goal to improve safety across their street network.

### **Task 1 Project Management**

**TASK 1 PURPOSE** Facilitate routine and regular communication between the Town staff and our team's project manager to ensure the project stays on schedule and on budget and exceeds the Town's needs and expectations.

#### **Subtask 1.1 Progress Meetings**

We will prepare for and conduct up to six (6) progress meetings with Town staff over the duration of the project. Our preparation for these meetings and follow-up from them will include agendas and meeting minutes. The overarching purpose of these meeting will be to assess the process being used and the results being generated, and identify opportunities for improvement prior to next project task. Based on this purpose and the proposed project schedule (shown in the Project Schedule section), we propose the six meetings be conducted at the project milestones shown below.

#### **Subtask 1.2 Finalized Project Budget and Detailed Project Schedule**

We will prepare a draft final project budget and draft detailed project schedule in advance of the kick-off meeting (noted in Subtask 1.1). During the kick-off meeting, we will obtain Town staff input and suggested revisions to those items. Following the kick-off meeting, we will provide the finalized project budget and detailed project schedule.

#### **Subtask 1.3 Bi-Weekly Check-In Conference Calls**

Given the project schedule and the relatively quick pace at which the consultant team will be moving with the analysis and findings, we recommend bi-weekly check-in conference calls between the Town project manager and KAI team project manager to ensure timely coordination. These would be in addition to the six in-person progress meetings discussed in Subtask 1.1.

#### ***Task 1 Deliverables***

- Finalized project budget
- Detailed project schedule in Microsoft Project Format
- Up to six (6) progress meetings with agendas and meeting minutes
- Bi-weekly conference calls

## **SUMMARY OF PROJECT MEETINGS**

### ***Meeting #1 Kick-Off Meeting***

We would present the draft final budget and detailed schedule for discussion with Town staff. We would revise the final budget and detailed schedule following the kick-off meeting. This meeting would also provide an opportunity for us to discuss data needs and existing data availability, and identify specific roadway data we will need to collect in Task 3.

### ***Meeting #2 Initial Data Analysis Results***

We would present the findings from data analysis results to Town staff providing an opportunity for comments, questions, and discussion. This meeting would also be timed to allow coordination and planning for the activities to occur with countermeasure selection and related stakeholder workshop.

### ***Meeting #3 Recap of Stakeholder Workshop and Preparation for City Council***

We would discuss the input received from the stakeholders related to the countermeasure selection including how it was incorporated. We would also discuss and present the information and recommendations to be presented to City Council for their review, input and approval.

### ***Meeting #4 Discussion of Safety Projects***

We would conduct this meeting with Town staff part way through the Task 7 Develop Safety Projects. We would present the draft safety projects enabling Town staff to provide input, ask questions, and provide direction.

### ***Meeting #5 Initiate 30% Design Plans***

We would use this meeting as a kick-off meeting specific to the 30% Design Plans for the highest priority locations and projects. This will enable more specific and detailed coordination related to the locations and projects selected for design.

### ***Meeting #6 Discuss Draft Safety Plan and Systemic Safety Analysis Report***

We would use this meeting to discuss the draft Safety Plan and SSAR providing an opportunity for the Town to share their questions, comments, and direction with us before we produce the final version of each.

## **Task 2 Document Review**

**TASK 2 PURPOSE** Confirm the scope, focus, and methodology to be used in conducting the systemic safety analysis for the Town.

### **Subtask 2.1 Identify Documents to Review**

We will identify the local, regional, state, and national documents most likely to be relevant for informing the Town's SSAR. Such documents include but are not limited to the California Strategic Highway Safety Plan (SHSP); the Town's Capital Improvement Program; San Mateo County Comprehensive Bicycle and Pedestrian Plan (2011); Colma General Plan – Circulation Element (2014); the Town's Complete Streets Policies; applicable Engineering Design Standards; the Town's existing

safety related policies and practices considered safety countermeasures; the most recent Highway Safety Improvement Program (HSIP) guidance from Caltrans and FHWA; and the Federal Highway Administration's (FHWA) resources and recommended case studies.

We will also conduct a literature review on current research and best practices case studies regarding system-wide statistical safety analysis and countermeasures; this will include researching multimodal safety efforts such as Vision Zero, as well as the Federal Highway Administration's (FHWA) Office of Safety resources. Through the review, we will identify key factors related to collisions, data collection, and best practices regarding how to apply treatments.

Finally, we will establish open line of communication and plan for future coordination with the on-going Serramonte Boulevard and Collins Avenue Master Plan project and consultant team. This will be particularly critical as the SSAR progresses into data collection, analysis and ultimately identifying specific safety projects.

### **Subtask 2.2 Conduct Document Review**

We will conduct a detailed review of documents, policies, and safety research relevant to the Town's SSAR identified in Subtask 2.1. We will summarize the key findings that may impact the Town SSAR, and identify any required actions based on the findings.

The review and summary will also include findings from the literature review focused on current research and best practices case studies noted in Subtask 2.1. Our team brings considerable experience researching and developing national guidance related to roadway safety, including serving on multiple National Cooperative Highway Research Program (NCHRP) and FHWA projects related specifically to the HSIP process, countermeasure selection, and systemic safety. In addition, we have conducted statistical analyses on collision and roadway data for a variety of agencies. Given our experience and understanding of the state of the practice, we will efficiently and thoroughly conduct this literature review and deliver a summary document that is informative to the update process.

### ***Task 2 Deliverables***

- Summary of document review highlighting current "note-worthy practices" and summarizing suggested methodology for the project
- Initiate coordination with and establish coordination plan with Serramonte Boulevard and Collins Avenue Master Plan Project and consultant team

## **Task 3 Data Collection**

**TASK 3 PURPOSE** Establish a complete and accurate database to be used for the crash and roadway data analysis, the results of which will inform the core content of the Town's Safety Plan and SSAR.

### **Subtask 3.1 Crash Data**

We will compile the most recent, complete five years of collision data starting with year 2011. We will also consider year 2016 in the analysis. We will work the data available from the Town's Records Management System, the I-SWITRS database, and UC Berkeley's Transportation Injury Mapping System

(TIMS). We will develop a collision database in GIS format to enable us to map the crashes across and along the nine study corridors. We will also compile the crash data for the entire Town into a comprehensive spreadsheet database to use for analysis of town-wide crash trends and patterns.

We will also obtain and review the police reports for fatal and severe injury collisions on the study corridors. This will enable us to incorporate additional details of the collision events into the database providing an opportunity for a better understanding of the contributing factors—and therefore, potential countermeasures.

### **Subtask 3.2 Roadway Characteristic Data**

#### ***Obtaining Roadway Data to Incorporate into Systemic Analysis***

From our experience conducting other systemic safety analyses, we know that supplementing collision data with contextual variables is particularly valuable for more effectively addressing collision patterns. Contextual variables include:

- Roadway characteristics (roadway classification, number of lanes, vehicle speeds, type of intersection control, etc.)
- Land use data (locations of schools, parks, senior centers, etc.)
- Demographic data (population, employment, age, race, gender, etc.)

We will pull such information from existing Town, regional, and state databases. We will also inventory recently planned or implemented countermeasures (as discussed in Subtask 3.3). This will allow us to make more informed systemic safety project recommendations.

To the extent that there are critical missing roadway characteristic data, we conduct field reviews and reviews of aerial photographs to obtain those data attributes.

We will organize all of the roadway characteristic data obtained and collected into the same GIS database as the crash data thereby making it possible to consider, by location on the street network, the crash and roadway or land use characteristics that may be contributing factors.

#### ***Reviewing Existing Locations for Design Standards Compliance***

With respect to the review of the nine study corridors for compliance with design standards and the CA MUTCD, given the magnitude of such a data collection effort, to maximize the value of the City's funding we propose to conduct a specific review of locations design standards and criteria consistency based on crash data analysis, contributing factors, risk factors identified, and the top five locations identified as priorities. To the degree to which there are contributing factors that indicate potential issues related to roadway infrastructure or design elements as they relate to design standards, we will review those features for compliance to the relevant design requirements. The top five locations and projects selected for the 30% Design Plans in Task 9 will be reviewed in greater detail as it relates to design standards and CA MUTCD compliance.



We believe the above approach for reviewing the study area for design standard compliance is appropriate from a safety perspective, given the profession's evolution in considering safety from a quantitative and substantive perspective.

Roadway safety analysis has evolved over time and the SSAR program is a representation of the industry recognition of quantitative safety. Historically, there has been a reliance on "nominal" safety: if it meets standards it must be safe and if does not meet standards it must not be safe. Design standards and policy compliance can affect a road users' perception of operational and safety performance; however there are numerous factors and considerations that affect crash frequency and severity. Meeting criteria and standards alone is no longer the preferred way to measure safety and risk as our industry relies on principles of the AAHSTO's Highway Safety Manual and other performance-based research.

Safety is a continuum and not an absolute. Simply meeting a specific dimension does not ensure a feature or configuration is "safe"; there are many roadways and intersections that meet current criteria that still result in an unexpected number of crashes. Quantitative safety performance is based on considering crash risk and optimizing the magnitude of investment to reach a risk level.

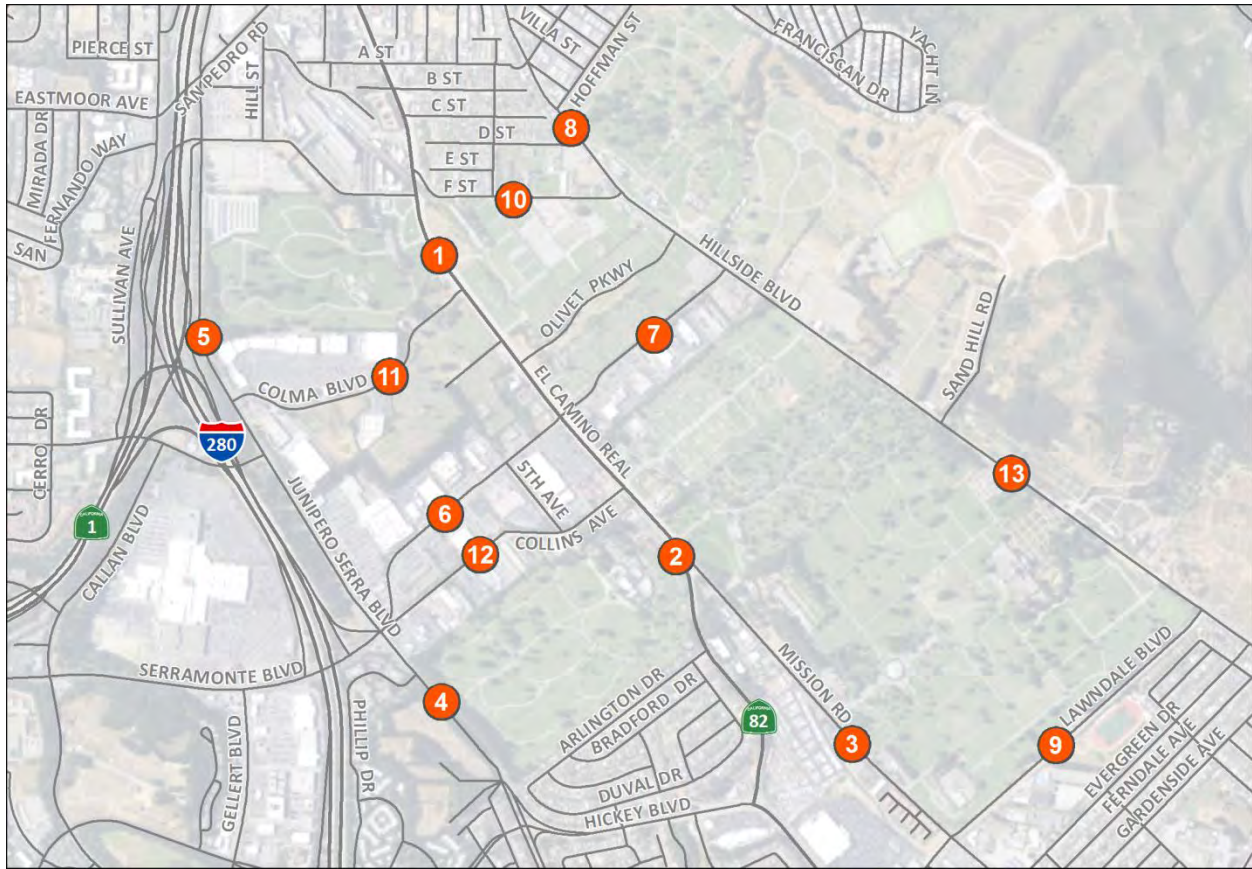
### **Subtask 3.3 Existing Systemic Countermeasures on the Street Network**

As noted in Subtask 3.2, we will inventory the recently planned or implemented countermeasures or safety projects within the Town and include those in the GIS-based database to be sure they are appropriately accounted for and considered in the analysis. Incorporating the information into the GIS database will enable us to easily map and develop tables of the countermeasures that have been deployed. The data for the existing systemic countermeasures will include: location, type of treatment, date of installation, and current status.

### **Subtask 3.4 Traffic Count Data**

We will collect vehicle traffic counts via pneumatic tubes that also collect vehicle classification and speed data. Figure 1 identifies the 13 locations at which we suggest conducting such counts over seven (7) consecutive days, 24 hours per day. The data will be organized in 15-minute increments. Before finalizing the data collection locations, we will coordinate with Town staff as well as with the consultant team leading the work on the Serramonte Boulevard and Collins Avenue Master Plan project.

### **Figure 1. Proposed Daily Traffic Count Locations**



We selected the approximate locations shown in Figure 1 to be able to understand traffic volume fluctuations throughout the Town and obtain at least one 7-day, 24-hour per day count on each study corridor. For the three corridors with the greatest proportion of fatal and injury crashes (El Camino Real, Junipero Serra Boulevard, and Serramonte Boulevard), we identified two 7-day, 24-hour per day count locations to provide a more complete understanding of how volumes may fluctuate along those corridors.

After the data analysis has been conducted and the top six (6) locations identified, we will conduct peak period, multimodal turning movement counts at those locations.

### ***Task 3 Deliverables***

- Summary Data in a GIS-database including:
- Crash data collected through SWITRS, TIMS and Police Department
- Roadway characteristics for locations being considered for safety improvements
- Traffic count report with the following information, but not limited to:
  - Station identification number
  - Road number
  - Direction and lane; weather condition
  - Date shall be included in an appendix to the final report

## Task 4 Data Analysis

**TASK 4 PURPOSE** Identify the dominant crash patterns and trends; relation of those patterns and trends to the state’s Strategic Highway Safety Plan (SHSP) challenge areas; risk factors associated with those patterns and trends; and locations with an overrepresentation of risk factors and severe crash history.

### Subtask 4.1 Town Crash Data Analysis

We will analyze the town-wide crash data using two complementary approaches:

- **Descriptive Crash Statistics.** Using cross-tabulations, graphs, and summary charts of crash severities, types, and primary contributing factors, we will develop descriptive statistics for the study corridors and citywide. Results would indicate the degree to which the dominant crash characteristics overlap with the state’s SHSP challenge or focus areas, and provide a clear picture for Town staff of overarching safety performance across the Town.
- **Spatial Network Analysis.** Using a GIS-based software tool KAI has developed through similar systemic safety projects, we will map the reported crashes and their associated attributes (e.g., severity, primary contributing factors) on the Town’s high-risk corridors. We will then analyze the crash data and physical characteristics of the intersections and roadway segments along those corridors to identify potential risk factors (Subtask 4.2).

### Subtask 4.2 Identify Risk Factors and Potential Countermeasures

We will review the physical and operational characteristics at the highest-ranked locations (from Subtask 4.1) to identify recurring physical characteristics associated with the crash patterns and trends. These recurring physical characteristics are considered potential risk factors.

Using the risk factors identified for each of the Town’s dominant challenge areas, we will identify countermeasures (both engineering and non-engineering), planning cost estimates, and issues or constraints that may limit implementation. As part of this effort we will use Caltrans’ Local Roadway Safety Manual and the Federal Highway Administration (FHWA) Crash Modification Factor Clearinghouse to document the expected effectiveness of each countermeasure. The cost and effectiveness will inform draft priorities for implementation.

### Subtask 4.3 Identify Initial Priority Locations Based on Risk Factors and Crash Data

Using the results from Subtask 4.2, we will prioritize road segments and intersections based on the number of risk factors present as well as the number and severity of crashes locations have experienced. This ensures the priorities consider locations with a history of crashes and locations with risk factors that could lead to crashes.

Our team has conducted similar analyses and developed similar tools as part of the following projects:

- Pedestrian Safety Strategy for the City of Oakland
- Safer Streets Project for the City of Pasadena
- Safety Management Plan for Clark County, Washington

- Safety Analysis Planning for NOACA (Cleveland Ohio MPO)
- Oregon State Pedestrian and Bicycle Safety Implementation
- Caltrans District 4 Bicycle Plan

#### ***Task 4 Deliverables***

- Summary of data analysis results, with list of candidate locations with high potential for crashes (Also will be provided in Final Report)

### **Task 5 Countermeasure Selection and Stakeholder Workshop**

**TASK 5 PURPOSE** Work with the community to identify engineering and non-engineering countermeasures that will be effective at reducing crashes and crash risk, and also are broadly supported for implementation.

#### **Subtask 5.1 Stakeholder Workshop #1**

The community plays a major role in neighborhood improvements, and our outreach effort will help us to understand the project locations through the community eye. Incorporating this perspective will increase the competitiveness of program project applications.

We will develop a community input platform composed of a project website or web-based input platform, and a social media platform. Our project team will efficiently develop these tools to meet the needs of the project and community. We will use these platforms for feedback as well as to distribute information about meetings and project concepts.

We will also hold a community workshop to discuss safety concerns identified through our data analysis and potential countermeasures. The workshop will educate the public and key stakeholders about the project, share initial findings, generate a list of possible countermeasures, and develop partnerships and synergies between stakeholders. Working with the Town, we will identify a list of key stakeholders, including Town planning and public works/engineering agencies, Caltrans, police and sheriff, emergency, and first responders. Finally, we will coordinate with the consultant team leading the work on the Serramonte Boulevard and Collins Avenue Master Plan project to identify how proposed or potential changes identified within that work could improve safety or create additional opportunities for further enhancements that would improve roadway safety.

#### **Subtask 5.2 Engineering Countermeasures**

Within this task, we will organize the promising countermeasures into two categories: 1) low-cost systemic improvements; and 2) potential capital safety improvement projects. This recognizes that not all safety issues identified will be able to be effectively addressed through low-cost systemic improvements. In some instances, a larger capital investment may be needed and appropriate.

### **Subtask 5.3 Non-Engineering Countermeasures**

We will document suitable non-engineering policies, programs, and practices that support traffic safety. These may include educational programs and campaigns, enforcement schemes and technologies, public health initiatives, and other possible countermeasures. Key to this task will be the identification of resources and capacities present in Colma to create successful traffic safety policies, programs and practices.

#### ***Task 5 Deliverables***

- Memorandum summarizing the prioritized listing of traffic safety countermeasures
  - Town staff will approve the listing of potential countermeasures to ensure they are commensurate with the intent of the Town’s Traffic Safety Plan to be included in the final report
- Prepare for and conduct Stakeholder Workshop #1 , including:
  - PowerPoint presentation providing the overall framework for roadway safety planning to inform stakeholders on systemic analysis and potential safety countermeasures and strategies
  - Boards, maps, and materials to communicate the draft findings and solicit input from stakeholders
  - Summary of minutes of the workshop including local safety issues and concerns should be included in a memo format within the final report

### **Task 6 Receive Consensus from City Council**

**TASK 6 PURPOSE** Obtain input and support from City Council for the proposed treatments and locations identified through the safety analysis and Stakeholder Workshop #1. The outcome will inform the development of safety projects and final content of the Safety Plan and SSAR.

#### **Subtask 6.1 Compile Stakeholder Input and Update Safety Recommendations**

We will work with Town staff to compile the stakeholder feedback from Workshop #1 and identify adjustments to the safety recommendations based on the input received. Using the updated information, we will prepare a PowerPoint presentation to provide to City Council that addresses:

- Overall Framework for Safety Planning;
- Local Issues and Concerns;
- Stakeholder Input;
- Crash Data Analysis; and
- Potential Countermeasures.

Town staff will review and approve the presentation materials prior to the City Council meeting.

#### **Subtask 6.2 Present Updating Information to City Council**

We will attend and present the PowerPoint presentation and materials developed in Subtask 6.1 to City Council to gather their input and reach consensus. We will also prepare for the meeting by preparing an

agenda and as follow-up activities to the meeting, we will provide meeting minutes, compilation of comments received, and a refined list of countermeasures based on City Council input.

### ***Task 6 Deliverables***

- Refined PowerPoint presentation addressing topics identified in Subtask 6.1
- Prepare for and attend City Council meeting
- Provide follow-up items from City Council meeting as identified in Subtask 6.2

## **Task 7 Develop Safety Projects**

**TASK 7 PURPOSE** Develop projects based on final countermeasures and priorities for implementation.

### **Subtask 7.1 Finalize and Prioritize Countermeasures and Stakeholder Workshop #2**

We will conduct a meeting with Town staff and key stakeholders to present the feedback we received from Workshop #1 and how that influenced the final prioritized list of countermeasures. The meeting will provide closure for stakeholders and also clearly communicate how the prioritized countermeasures will advance forward into projects.

### **Subtask 7.2 Identify and Prioritize Locations for Countermeasures and Calculate Benefit/Cost Ratios**

We will review the prioritized locations from Task 4 to determine how those systemic treatments could be applied to the high-risk corridors. We propose conducting field reviews of the locations to be sure the systemic treatments being identified are appropriate. We will then work with the Town to identify the highest-priority locations and projects for which project scopes and concept designs can be developed and made ready for future HSIP applications (see Subtask 7.3). As part of these activities, we will calculate benefit/cost ratios to help inform the priority projects for which scopes and designs will be developed. We will document the methodology used for the benefit/cost ratio calculations and to the extent possible employ the methodology typically used in the HSIP grant application process. The resulting final list of locations and projects will identify those eligible for HSIP funds as well as other grant funding programs.

### **Subtask 7.3 Develop Project Scopes, Concept Designs**

We will develop preliminary project scopes for up to ten (10) locations. We will lead a field study of each priority location, guiding Town staff and key stakeholders of each site to examine existing conditions and discuss the desirability and feasibility of the set of location-specific engineering enhancements identified at a planning level through the previous tasks.

We will prepare concept design exhibits with current and proposed conditions, preliminary engineers' estimates, and benefit-cost analysis summaries for the ten (10) prioritized projects, selected in coordination with the Town's project manager. The scopes will be written to highlight key elements of a successful HSIP application, including:

- Location maps and plans with project extents
- Statement of need through data-based collision assessment

- Description of paired safety treatments and how treatments will address safety needs
- Inventory of safety countermeasures previously deployed or programmed
- Project costs and implementation schedule

This information and work will be the starting point for the 30% Design Plan development in Task 9.

### ***Task 7 Deliverables***

- Memorandum detailing prioritized safety projects It will clearly identify:
  - Location map (beginning and ending points) of each project
  - Types of safety improvements
  - Benefit/Cost ratio for each project
  - Methodology for how the projects were selected and prioritized
- The above memorandum will also be included in the final report, and supplemented with a table or similar method detailing the financial aspects of implementation, including, but not limited to, estimated total project cost, construction by year; expected funding sources and amount for each project.
- Field Reviews of High-Priority Locations for Safety Projects

## **Task 8 Draft Systemic Safety Analysis Report**

**TASK 8 PURPOSE** Develop and present to City Council the draft SSAR to obtain final comments before finalizing findings and documentation.

### **Subtask 8.1 Prepare Draft Safety Plan and SSAR**

We will create the Draft SSAR following the Caltrans SSARP Guidelines as outlined in the RFP. Our project manager, Erin Ferguson, PE, will serve as the engineer of record. We will include in the report a vicinity map; crash characteristics, patterns, and trends; data gathering and data used; data analysis; countermeasures considered and selected; benefit summary; benefit/cost ratio calculations and methodology; and recommended safety projects including funding sources.

### **Subtask 8.2 Prepare for and Attend City Council Meeting**

We will develop a PowerPoint presentation (and if needed additional supporting materials such as maps) to share, with City Council, the overall process of traffic safety and crash data analysis, local issues and concerns, selection and prioritization of countermeasures, Benefit/Cost ratios, and recommended projects documented in draft SSAR. We will record the input provided by City Council members to be able to incorporate into the Final Colma Safety Plan and SSAR, as appropriate.

### ***Task 8 Deliverables***

- PowerPoint presentation addressing overall process of traffic safety and crash data analysis, local issues and concerns, selection and prioritization of countermeasures, Benefit/Cost ratios, and recommended projects
- Five (5) hard copies and electronic copies of the draft SSAR will be provided to the Town

## **Task 9 Preliminary Engineering Design (30% Design Plans)**

**TASK 9 PURPOSE** Develop 30% design plans and cost estimates for improvements at selected locations to inform HSIP grant applications as well as other potential funding sources.

### **Subtask 9.1 Draft Design Plans and Cost Estimates**

We will perform preliminary engineering design of the selected projects for up to five (5) locations based on the priority list of locations and recommended countermeasures developed by the project team and consented by the City Council. Each location may be an intersection, a single block, a mid-block crossing, or similar discrete area. This area will be able to fit on a single 24"x36" plan sheet at 10 or 20-scale.

We will then prepare 30% engineering design level layout plans at a convenient scale, with aerial photos as background, showing the preliminary design of recommended improvements.

Improvements may include Complete Streets and Green Streets elements. Design will be sufficient to identify significant project cost components, potential right of way needs, and potential environmental constraints. Details such as pole and conductor schedules (for traffic signal plans), trench details, curb or planter wall details will not be included. Where there may be topographic survey available (i.e., Collins Road or Serramonte Boulevard), we will use this data to inform the preliminary design. We will not be including this topographic survey as a basemap or include related vertical design information. The backgrounds will be using aerial photos with design mostly based on site observations.

We will coordinate with Town staff to determine the format and setup of plan sheets. Plan sheets may include Existing Conditions, Improvement Plan, and a Utility and Storm Drain Plan, depending on the type and complexity of the project.

We will generate total project cost estimates of the recommended improvements at 30% engineering design level for each selected project.

### **Subtask 9.2 Final Design Plans and Cost Estimates**

We will prepare the final design plan and cost estimates based on the Town's review and comments on the draft versions provided. We assume that the Town will complete its review of the material within a one week time period. We will provide a record of how each comment provided was addressed.

### ***Task 9 Deliverables***

- Five (5) hard copies and electronic copies of the 30% engineering design level layout plans in PDF and AutoCAD formats and total project cost estimates including, but not limited to, right of way acquisitions, environmental review, engineering design and construction costs in Excel format

## **Task 10 Final Systemic Safety Analysis Report**

**TASK 10 PURPOSE** Prepare the final Colma Road Safety Plan and SSAR that adheres to the Caltrans SSARP Guidelines, while meeting the needs of the Town.



### **Subtask 10.1 Finalize the Town Safety Plan and SSAR**

We will finalize the SSAR based on the input and comments received from the Draft SSAR developed in Task 8. We will create the Colma Road Safety Plan by comprehensively documenting the full process used to develop it including the comments received, as well as the response to those comments, from stakeholders and City Council as well those involved in its development. The report will meet Caltrans requirements and will be organized and prepared in a manner that is understood by the stakeholders whose input will help to shape and inform it.

The final Colma Road Safety Plan and SSAR will also serve as the source of information from which the Town will be able to apply for HSIP grant funds to be able to implement the recommended projects. Therefore, it will detail the prioritized projects and include, per high-priority project:

- Vicinity/location map;
- Countermeasures being applied;
- Crash data and diagrams;
- Benefit/cost ratio calculations;
- Project narrative; and
- Preliminary engineering design (30% plans).

### ***Task 10 Deliverables***

- Five (5) hard copies and electronic copies of the final report for review and record. The final report must fulfill the reporting requirements for Caltrans SSAR Program
- Revisions to the final SSAR documentation to address Caltrans comments, if needed

## **Task 11 Prepare Sample HSIP Application**

**TASK 11 PURPOSE** Enable the Town to prepare successful HSIP grant applications to fund the prioritized safety improvement projects identified in the SSAR.

### **Subtask 11.1 Develop a Sample HSIP Application**

We will develop an HSIP application for the highest priority project identified and developed through this SSAR project. We will provide the application to the Town for their submittal into the next HSIP grant cycle. We will also use the application as a basis for the training discussed in Subtask 11.2.

### **Subtask 11.2 Conduct Training Workshop for HSIP Applications**

We will organize and conduct a training workshop for Town staff on how to prepare a success HSIP grant application. We will use the sample HSIP application to inform the training. The training materials will also include additional tips and tools (e.g., guidance for benefit/cost ratio calculations) to make it easier/more efficient for Town staff to prepare future HSIP applications.

### ***Task 11 Deliverables***

- One copy of sample HSIP grant application in Word document
- One training workshop to demonstrate Town staff on how to prepare future HSIP grant applications using the most current available HSIP guidelines and grant application form.

## **EXHIBIT B**

### Schedule of Charges/Payments

Consultant will invoice Town on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Town regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Town of Colma - Systemic Safety Analysis Report  
Kittelson Associates, Inc. Team - Cost Proposal

Project Name: Colma Systemic Safety Analysis Report (SSAR)  
Project Manager: Erin Ferguson  
KAI Project Number: 21698  
Date: Aug 31, 2017

Task	Kittelson & Associates, Inc.				BKF Engineers				SUBTASK/ TASK COST	
	Erin Ferguson, PE Project Manager	Brian Ray, PE Sr. Project Principal	Matt Braughton Senior Planner	Mike Aiston Transportation Analyst	Jason Mansfield, PE Lead Design Engineer	Brian Scott Principal	Bobby Lutz, PE Engineer	Hours		Cost
<b>1 Project Management</b>										
1.1 Progress Meetings - Up to 6 Meetings	24	8	24		6			6	\$1,159	62
1.2 Finalized Project Budget and Detailed Project Schedule	8	2						0	\$0	10
1.3 Bi-Weekly Check-In Conference Calls	6		6					0	\$1,896	12
Reimbursable Expense									\$173	
Task #1 - Subtotal	38	10	30	0	6	0	0	6	\$1,332	84
<b>2 Document Review</b>										
2.1 Identify Documents to Review	2	2	4	8	16			0	\$0	16
2.2 Conduct Document Review	6	2	8	16				0	\$0	32
Reimbursable Expense									\$0	
Task #2 - Subtotal	8	4	12	24	48	0	0	0	\$0	48
<b>3 Data Collection</b>										
3.1 Crash Data	6	2	12	20	40			0	\$0	40
3.2 Roadway Characteristic Data	16	8	24	32	80			0	\$0	80
3.3 Existing Systemic Countermeasures on the Street Network	4	4	8	12	28			0	\$0	28
3.4 Traffic Count Data	6	2	8	16	32			0	\$0	32
Reimbursable Expense									\$7,590	
Task #3 - Subtotal	32	16	52	80	180	0	0	0	\$0	180
<b>4 Data Analysis</b>										
4.1 Town Crash Data Analysis	12	6	32	48	98			0	\$0	98
4.2 Identify Risk Factors and Potential Countermeasures	16	8	20	40	84			0	\$0	84
4.3 Identify Initial Priority Locations based on Risk Factors and Crash Data	12	6	20	24	62			0	\$0	62
Reimbursable Expense									\$9,079	
Task #4 - Subtotal	40	20	72	112	244	0	0	0	\$0	244
<b>5 Countermeasure Selection</b>										
5.1 Stakeholder Workshop #1	16	12	20	16	64			0	\$0	64
5.2 Engineering Countermeasures	16	12	18	24	70			0	\$0	70
5.3 Non-Engineering Countermeasures	8	4	16	16	44			0	\$0	44
Reimbursable Expense									\$6,408	
Task #5 - Subtotal	40	28	54	56	178	0	0	0	\$0	178
<b>6 Receive Consensus from City Council</b>										
6.1 Compile Stakeholder Input and Update Safety Recommendations	6	4	12	16	38			0	\$0	38
6.2 Present Updating Information to City Council	8	2			10			0	\$0	10
Reimbursable Expense									\$1,973	
Task #6 - Subtotal	14	6	12	16	48	0	0	0	\$0	48
<b>7 Develop Safety Projects</b>										
7.1 Finalize and Prioritize Countermeasures and Stakeholder Workshop #2	16	10	20	24	70			0	\$0	70
7.2 Identify and Prioritize Locations for Countermeasures and Calculate Benefit/Cost Ratios	16	12	20	32	80			0	\$0	80
7.3 Develop Project Scopes, Concept Designs for Up to 5 Locations	20	18	28	46	112			8	\$1,546	120
Reimbursable Expense									\$18,682	
Task #7 - Subtotal	52	40	68	102	262	8	0	8	\$1,546	270
<b>8 Draft Systemic Safety Analysis Report</b>										
8.1 Prepare Draft Safety Plan and SSAR	16	8	32	48	104			0	\$0	104
8.2 Prepare for and Attend City Council Meeting	16	8	12	12	48			0	\$0	48
Reimbursable Expense									\$7,910	
Task #8 - Subtotal	32	16	44	60	152	0	0	0	\$0	152
<b>9 Preliminary Engineering Design (30% Design Plans)</b>										
9.1 Draft Design Plans and Cost Estimates	12	6	6	18	48			158	\$23,588	176
9.2 Final Design Plans and Cost Estimates	8	4	4	12	36			90	\$13,225	102
Reimbursable Expense									\$0	
Task #9 - Subtotal	20	10	0	30	84	40	16	248	\$36,813	278
<b>10 Final Systemic Safety Analysis Report</b>										
10.1 Finalize the Town Safety Plan and SSAR	8	5	12	16	41			0	\$0	41
Reimbursable Expense									\$6,130	
Task #10 - Subtotal	8	5	12	16	41	0	0	0	\$0	41
<b>11 Prepare Sample HSIP Application</b>										
11.1 Develop a Sample HSIP Application	8	4	12	16	40			0	\$0	40
11.2 Conduct Training Workshop for HSIP Applications	12	4	12	8	36			0	\$0	36
Reimbursable Expense									\$5,709	
Task #11 - Subtotal	20	8	24	24	76	0	0	0	\$0	76
TOTAL HOURS	304	163	380	490	1337	220	16	262	\$39,690.94	1,599
LABOR RATE	\$182.90	\$255.01	\$133.09	\$112.20	\$193.25	\$259.02	\$129.89			
LABOR COST	\$55,602	\$41,566	\$50,572	\$54,978	\$10,495	\$4,144	\$24,938			\$242,237

**TOTAL REIMBURSABLES**  
\$7,763

**TOTAL PROJECT BUDGET**  
\$250,000

Task	Item	Unit Cost	Unit	Number of Units	Total
1.1	Mileage for Travel to Meetings	\$0.54	per mile	320	\$172.80
3.4	Tube Counts - Volume, Classification, Speed for 7-days, 24-hours per day, 15 minute increments	\$450	per location	13	\$5,850
3.4	Intersection Multimodal Turning Movement Counts for Two-Hour Peak Periods	\$290	per intersection	6	\$1,740
	<b>Total Expenses</b>				<b>\$7,762.80</b>

**EXHIBIT C**  
Activity Schedule

# COLMA SSAR PROJECT SCHEDULE

Task	2017			2018		
	Oct	Nov	Dec	Jan	Feb	Mar
1 Project Management						
2 Document Review						
3 Data Collection						
4 Data Analysis						
5 Countermeasure Selection and Stakeholder Workshop						
6 Receive Consensus from City Council						
7 Develop Safety Projects						
8 Draft Systemic Safety Analysis Report						
9 Preliminary Engineering Design (30% Design Plans)						
10 Final Systemic Safety Analysis Report						
11 Prepare Sample HSIP Application and Training						

**LEGEND**

- Consultant Team Activity
- Progress Meeting
- Stakeholder Meeting
- City Council Meeting
- Draft Deliverable
- Final Deliverable





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: William C. Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: Update Agreement with Regional Government Services (RGS) For Financial Services

## STAFF RECOMMENDATION

Staff recommends the Council approve a:

RESOLUTION AUTHORIZING AN UPDATED AGREEMENT FOR FINANCIAL SERVICES  
 WITH REGIONAL GOVERNMENT SERVICES (RGS)

## EXECUTIVE SUMMARY

Since May 2012 the Town has had an agreement with Regional Government Services to provide services in the Finance Department. The most recent form of the agreement was effective July 1, 2013 and amended in December 2014. The current version requires updating to reflect the scope of services provided, as well as refinement to the form of the agreement that has become a standard for agencies served by RGS. The scope is consistent with services provided since the assignment of Paul Rankin, RGS Senior Finance Advisor in August 2015.

## FISCAL IMPACT

The Town is billed on an hourly basis only for the services received. No change is proposed in the hourly rate for Senior Finance Advisor which has been billed at \$131 per hour since January 2014. The Finance Department Professional Services line item in the adopted 2017-18 Budget included \$75,000 for estimated services.

## ANALYSIS

Since 2012 the Town has had an agreement with Regional Government Services to provide services within the Finance Department. The Finance Department is staffed by 1.8 Full-time Accounting Technicians positions. In order to complete the work required in a municipal organization there is a need for additional resources, however, this is not required on a full-time basis. RGS has been able to provide skilled professionals that have experience at the executive level in government service.

Regional Government Services is a Joint Powers Authority (JPA) which has been operating for 15 years. Their staff resources are experienced, knowledgeable and dedicated to public service. The JPA strives to deliver an in-depth understanding of the unique operational requirements and responsibilities of public agencies. The Advisors have extensive, hands-on experience. RGS has worked with government agencies, and creates seamless delivery of public services with their partner agencies. RGS does not operate on a for-profit basis and is supported solely by

fees for services. Thus, RGS is able to provide professional services to other public agencies at affordable costs.

Paul Rankin was assigned as Advisor under the agreement with the Town approximately two years ago. During that time he has worked with Finance Staff and the City Manager to review and coordinate financial reporting including budgets, quarterly finance reports and working with the independent Auditor. Mr. Rankin will be leaving RGS to pursue other interests. He will continue to assist over the next few weeks with transition to Mr. Brian Moura, who has served a variety of agencies.

During the transition review it was noted that the current agreement does not reflect the form and conditions of more recent documents used by RGS when performing services for agencies. The agreement has changed over the years to address unique conditions that arise when serving municipal agencies. A central need is to clearly define the contract relationship and establish that RGS Advisors are employees of the JPA.

The last amendment to this Agreement allowed certain Treasury functions to be performed by the RGS Advisor. Over the past two years that has not been included in the services provided. The City Manager serves as the City Treasurer and RGS representatives have not been involved in banking transactions. These are duties appropriately assigned to Town staff.

The proposed agreement contains a more general scope of work consistent with what has been provided. As contained in Exhibit B of the updated Agreement the services include:

Scope of Services. RGS shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned by the RGS lead advisor.
- Be reasonably available to perform the services during the normal work week.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
- Perform related work as required as approved by the RGS lead advisor.
- Such employee may perform services at Agency offices available or at other locations.
- Specific to Town of Colma Financial Services:
  - o Assess and evaluate the municipal financial operations, providing recommendations for a well-functioning program;
  - o Oversee the Budget process, identifying and recommending areas in which to change;
  - o Assess and coordinate audit and financial reporting, making recommendations for modification;
  - o Draft a variety of recommendations related to financial reports and activities; and
  - o Provide other advisory services, as requested by the Town.

In order to be responsive to the most efficient delivery of services the Agreement also includes lower level classifications that could be assigned if the nature of the work matched available resources.

### **Reasons For the Recommended Action**

Authorization of the revised agreement updates the terms to reflect current operations and provides for the continuation of financial services.



## **COUNCIL ADOPTED VALUES**

The Staff recommendation is consistent with the Council adopted values of:

- *Responsibility*: Making decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- *Fairness*: Support the public's right to know and promote meaningful public involvement.

## **CONCLUSION**

It is recommended that the Town Council adopt the Resolution authorizing an updated agreement for financial services with Regional Government Services (RGS)

## **ATTACHMENTS**

- A. Resolution Authorizing An Updated Agreement For Financial Services with Regional Government Services (RGS)
- B. Draft Agreement



**RESOLUTION NO. 2017-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING AN AGREEMENT FOR FINANCIAL SERVICES  
WITH REGIONAL GOVERNMENT SERVICES (RGS)**

The City Council of the Town of Colma does resolve as follows.

**1. Background**

- (a) The Town has obtained Finance related services from Regional Government Services (RGS) since 2012;
- (b) Regional Government Services is a California Joint Powers Authority (JPA) formed by its public agency members to serve local governments;
- (c) The Town has used RGS services to provide assistance with financial matters in a cost effective manner; and
- (d) Following a review of the current agreement RGS and Town staff found that certain adjustments were appropriate to update the terms in the agreement and scope of work to reflect the services provided.

**2. Findings**

- (a) *Agreement Supercedes Prior Agreements.* This Agreement fully replaces the Agreement originally effective July 1, 2013, and all subsequent Amendments.
- (b) *Scope of Services.* The scope of services to be provided is contained in Exhibit B of the Agreement and is representative of the nature of services provided to the Town since August 2015.
- (c) *Rates For Senior Finance Advisor.* The current rate for the Senior Finance Advisor as established in January 2014 shall remain unchanged through June 30, 2018 and then only adjusted as provided for in the Agreement.
- (d) The City Council hereby approves the updated Agreement as attached hereto and by reference made a part hereof. The Interim City Manager is authorized to execute the Agreement on behalf of the Town.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2017-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on September 13, 2017, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fiscaro, Mayor					
Raquel Gonzalez, Vice Mayor					
Diana Colvin					
Joanne del Rosario					
John Irish Goodwin					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_   
 Helen Fiscaro, Mayor

Attest: \_\_\_\_\_   
 Caitlin Corley, City Clerk



**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

### **Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

### **How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## **Agreement for Management and Administrative Services**

**This Agreement** for Management Services (“Agreement”) is made and entered into as of the thirteenth day of September 2017, by and between the Town of Colma, a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### **RECITALS**

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.
- D. This Agreement fully replaces the Agreement originally effective July 1, 2013, and all subsequent Amendments.
- E. The scope of services as presented in this Agreement represent the nature of services provided since July 2015.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Lead Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a lead advisor to Agency. The lead advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically lead advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the Exhibits is in the sole discretion of RGS. In the event that Agency, at any time during the term of this Agreement, desires the reassignment of personnel, Agency may make a request to RGS and RGS shall meet and confer in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the Exhibits.

**Term of Agreement and Termination.** Services shall commence on or about September 1, 2017, and this Agreement is anticipated to remain in force to June 30, 2018. Each year thereafter, it shall be extended for one year unless either party gives written notice to terminate before May 1st. This Agreement may be terminated by either Party, with or without cause, upon 30 days' written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 2. Compensation.** Payment under this Agreement shall be as provided in the Exhibits.

**Section 3. Effective Date.** This Agreement shall become effective on the date first herein above written in Section 2.

**Section 4. Relationship of Parties.**

**5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS' services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee's Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of his Section 5.1, "third party" means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

**5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff who will coordinate services to the Agency are indicated in the Exhibits. The Executive Director or assigned supervising RGS staff will consult with Agency

on an as-needed basis to assure that the services to be performed are meeting Agency's objectives.

- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.
- 5.4** Agency shall not have any right to discharge any employee of RGS from employment.
- 5.5** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 5. Loss Occurrence Coverage.** RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative ("MIC"), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**6.1 Workers' Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

**6.2 Commercial General, Automobile, and Professional Liability Coverages.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.



**6.2.2 Minimum scope of coverage.** The MIC MOC is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

## **6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial, and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

**6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

**6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the Municipal Insurance Cooperative to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all Memorandums of Coverage at any time.

**6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**6.4.5 Variation.** During the term of this agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable

notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

**6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

**6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

**6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

## **Section 6. Legal Requirements.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

**7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

**7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

**7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal

opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

**Section 8. Keeping and Status of Records.**

**8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.

**8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

**8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may be amended or modified only by written Agreement signed by both Parties.

- Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.
- Section 13. Governing Law/Attorneys' Fees.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.
- Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.
- Section 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff. RGS may agree in writing to waive the fee required by this section. If RGS agrees to waive the fee required by this section and (1) CalPERS determines that the RGS employee hired by Agency was a common-law employee of Agency and should have been enrolled as an employee of Agency while providing services pursuant to this Agreement; (2) CalPERS determines that a payment is required as part of enrolling the employee for the time that the employee provided services pursuant to this Agreement (the "payment"); and (3) neither RGS nor Agency challenges those determinations or the payment is upheld in a final administrative appeal or court decision, then Agency shall contribute an amount equal to the fee waived by RGS toward the payment. If the amount of the payment is less than the fee, then Agency shall make the payment. If the amount of the payment is more than the fee, RGS shall pay the difference. In the event that the payment is a liability covered by Section 17.3 of this Agreement, this Section shall apply up to the amount of the payment and Section 17.3 shall apply to any CalPERS-related covered liability other than or in excess of the payment.
- Section 16. Entire Agreement.** This Agreement, including the Exhibits, comprises the entire Agreement.
- Section 17. Indemnification.**
- 17.1 RGS' indemnity obligations.**  
RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and

against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

**17.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**17.3 Obligations and indemnity related to CalPERS.**

- a. RGS and Agency acknowledge and agree that, if Agency contracts with CalPERS for retirement benefits, it is possible that CalPERS may determine that RGS employees providing services pursuant to this Agreement are common-law employees of Agency and should be enrolled in CalPERS as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency.
- b. In the event that CalPERS initiates an audit of Agency that includes examination of whether individuals providing services to Agency are Agency's common-law employees, Agency shall inform RGS within five days and share all communications and documents from CalPERS that it may legally share. Agency and RGS shall cooperate to determine the manner of responding to the inquiry and what, if any, documents to provide. Agency agrees not to ask RGS employees for personally identifying information

- c. In the event that CalPERS' preliminary determination is that one or more RGS employees are common-law employees of Agency, Agency shall promptly inform RGS and share all communications and documents from CalPERS that it may legally share. RGS and Agency shall cooperate in determining how to respond to the direction from CalPERS in its preliminary determination, including but not limited to whether and how to make any corrections described in the preliminary determination.
- d. RGS and Agency each reserves the right to file an administrative appeal of a CalPERS determination that an RGS employee is a common-law employee of Agency and should be enrolled in CalPERS as an employee of Agency and to challenge such a decision in court. Agency assigns its right to file an administrative appeal of such a CalPERS determination, if Agency does not itself file an administrative appeal. In the event that either RGS or Agency files an administrative appeal or court challenge of such a CalPERS determination, RGS and Agency each agree to cooperate with each other in pursuit of the action.
- e. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to a CalPERS investigation, including but not limited to costs of an administrative appeal or court challenge. In the event that (1) CalPERS determines that an RGS employee is a common-law employee of Agency and should be enrolled as an employee of Agency; (2) CalPERS determines that a payment is required to enroll the employee as an employee of Agency; and (3) neither RGS nor Agency challenges those determinations or the payment is upheld in a final administrative appeal or court decision, RGS' obligation for any payments to Agency for CalPERS benefits shall be limited to 50% of the employer's share of those payments that Agency may be required to pay.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency:           Town of Colma  
                           City Manager  
                           1198 El Camino Real  
                           Colma, CA 94014  
                           E-Mail: CityManager@colma.ca.gov

RGS:                Regional Government Services Authority  
                           P. O. Box 1350  
                           Carmel Valley, CA 93924  
                           Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: \_\_\_\_\_, 2017 **Agency**

By: \_\_\_\_\_  
William C. Norton, Interim City Manager

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2017 By: \_\_\_\_\_  
Christopher Diaz, City Attorney

DATED: \_\_\_\_\_, 2017 **Regional Government Services Authority**

By: \_\_\_\_\_  
Richard H. Averett, Executive Director

## **Exhibit A**

### **Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Employment Cost Index (total compensation - not seasonally adjusted) for state and local government workers ("ECI") from December of the prior year to December of the current year. Irrespective of the movement of the ECI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the ECI from March of the prior year to March of the current year.

Annually RGS Lead Advisor shall work with Agency Staff to estimate the services needed in the upcoming fiscal year for budgeting purposes. Agency shall be billed based on actual service hours performed.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.



**Payment Address.** All payments due RGS shall be paid to:  
Regional Government Services Authority  
PO Box 1350  
Carmel Valley, CA 93924

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

## AGENCY CONTACTS

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Attention: Accounts Payable (Current Name is Jeanne O'Brien)	ap@colma.ca.gov

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
Attention Records	1198 El Camino Real Colma, CA 94014

### RGS STAFF

CLASSIFICATION	HOURLY RATE*
Senior Advisor	\$115 to \$145
Program Advisor	\$105 to \$125
Project Advisor	\$95 to \$110
Project Coordinator	\$65 to \$80

The initial hourly rate will be \$131 for the assigned Senior Advisor.

\*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup. Prior to each June 30th RGS shall provide City Manager with an estimate of the Annual Fiscal Year costs, for budget purposes.

## **Exhibit B**

**Scope of Services.** RGS shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned by the RGS lead advisor.
- Be reasonably available to perform the services during the normal work week.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
- Perform related work as required as approved by the RGS lead advisor.
- Such employee may perform services at Agency offices available or at other locations.
- Specific to Town of Colma Financial Services:
  - Assess and evaluate the municipal financial operations, providing recommendations for a well-functioning program.
  - Oversee the Budget process, identifying and recommending areas in which to change
  - Assess and coordinate audit and financial reporting, making recommendations for modification
  - Draft a variety of recommendations related to financial reports and activities.
  - And, provide other advisory services, as requested by the Town.





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: William C. Norton, Interim City Manager; and  
 Paul S. Rankin, Contract Financial Services Advisor  
 MEETING DATE: September 13, 2017  
 SUBJECT: Preliminary Fourth Quarter Financial Report (April 2017 – June 2017)

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## RECOMMENDATION

Staff recommends that the City Council:

RECEIVE AND FILE THE FOURTH QUARTER (APRIL 2017 – JUNE 2017) FINANCIAL REPORT AND DIRECT STAFF TO POST A COPY THE TOWN WEBSITE

## EXECUTIVE SUMMARY

In order to provide the City Council and the public with periodic updates on the Town Finances, Staff prepared a Quarterly Report. The focus of the information is on the General Fund. This report compares the current year performance to the amended Budget as well as providing a comparison to the previous year. This report is considered preliminary as there will be year-end accruals and audit entries that will impact the final numbers.

## FISCAL IMPACT

Estimated year-end results are that actual revenue will exceed the amount budgeted and expenditures will be less than the amount budgeted. This results in a positive impact to the Town General Fund reserves. It has been recommended that additional analysis be completed and a plan developed to use reserves to fund liabilities. This will be presented to the City Council in the future. The information will address the potential use of reserves to reduce financial liabilities. (Liabilities may include Pension, OPEB, Facility/Infrastructure replacement, etc.)

## ANALYSIS

Staff reviewed the revenue and expenditures recorded during the Fiscal Year. The reported results are subject to change as final accruals and adjustments are made in preparation for the annual financial audit. Also, since this report represents the fourth quarter comparisons are provided to the audited results of the previous fiscal year as well as the current year budget.

The Quarterly Report (Attachment A) summarizes the results at a high level and also discusses the reasons for any significant deviations.

For Fiscal Year 2016-17 the General Fund includes budgeted revenue of approximately \$17.0 million and expenditures totaling \$14.3 million. In addition the General Fund has net budgeted transfers to other funds totaling approximately \$5.8 million.

Overall, General Fund revenue is projected to exceed the Budget estimate by 6.2%, while expenditures in the General Fund are estimated to be approximately 6.6% below the authorized Budget. The final actual results will be presented with the audited financial statements later this year. The positive impact on the General Fund will be incorporated in future discussions with the City Council regarding prudent planning to address current unfunded liabilities. Additional details are described in Attachment A.

### **Reasons For the Recommended Action**

Acceptance of the report provides disclosure of current year revenue and expenditure trends.

### **COUNCIL ADOPTED VALUES**

The Staff recommendation is consistent with the Council adopted values of:

- *Responsibility*: Making decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- *Fairness*: Support the public's right to know and promote meaningful public involvement.

### **CONCLUSION**

Staff is requesting that the City Council receive and file the report and direct Staff to post a copy to the Town website.

### **ATTACHMENT**

- A. Preliminary Quarterly Financial Report – Fourth Quarter 2016-2017 (April 2017–June 2017)



## PRELIMINARY QUARTERLY FINANCIAL REPORT FOURTH QUARTER 2016-2017 (April 1, 2017 – June 30, 2017)

This report provides an overview and summarized information on the Town Finances. This is a preliminary report prepared prior to the completion of the annual financial audit and end of year accruals. The final year-end accruals will be reported as part of the annual audit and financial statements.

For the Town of Colma, the General Fund represents the most significant portion of the annual revenue and expenditures. Therefore, the focus of the report will be on the performance of the General Fund, unless otherwise noted. The format of the report compares data from the Prior Year actual results to the Current Year Budget / Quarterly Actual. Since this report covers the final quarter the amount reported for the previous year are the total as reported in the Audited Financial Statements. The current year amounts presented provide preliminary information and a comparison to the amended budget, prior to any final adjustments.

### **GENERAL FUND FINANCIAL POSITION**

In Fiscal Year 2016-2017 the General Fund includes budgeted revenue of approximately \$17.0 million and budgeted expenditures of \$13.3 million. In addition the General Fund has net budgeted transfers to other funds of approximately \$5.8 million. A transfer represents resources in one fund that are transferred to another fund. The transfers in the current year budget are for Capital Project funding and Debt Service. This includes a Transfer for the Town Hall Construction. These funds will remain in the CIP Fund until expended for the project.

Total General Fund Revenue for the year is estimated to exceed budget estimate and expenditures prior to final accruals are less than budgeted. Overall net "transfers" are nearly the same amount as the budget. As presented during the 2017-18 budget deliberations the combination of all of these factors will have a positive impact on General Fund Reserves at year end. It has been recommended that additional analysis be completed and a plan developed to use reserves to fund liabilities. This will be presented to the City Council in the future. The information will address use of reserves to reduce financial liabilities. (Liabilities may include Pension, OPEB, Facility/Infrastructure replacement, etc.)

	FISCAL YEAR 2015-2016		FISCAL YEAR 2016-2017		
	Actual Fiscal Year	4th Qtr Actual	Amended Budget Fiscal Year	4th Qtr Estimate (Pre-Audit)	% of Budget For Period
Revenue	\$17,719,195	\$17,719,195	\$17,036,712	\$18,097,382	106.2%
Expenditures	(13,410,013)	(13,410,013)	(14,264,795)	(13,322,235)	93.4%
Net Transfers In / (Out)	(9,833,630)	(9,833,630)	(5,853,170)	(5,848,997)	
Net Change	(5,524,447)	(5,524,447)	(3,081,253)	(1,073,849)	
Beginning Balance	28,118,695	28,118,695	22,594,248	22,594,248	
Balance Year To Date	22,594,248	22,594,248	19,512,995	21,520,399	

**MAJOR GENERAL FUND REVENUE SOURCES**

As shown below, over 90 percent of the budgeted General Fund Revenues are concentrated in four revenue types. The concentration increased slightly from the prior Fiscal Year to now represent 92.8% of the total General Fund Revenue.

	FISCAL YEAR 2015-2016		FISCAL YEAR 2016-2017		
	Actual Fiscal Year	4th Qtr Actual	Amended Budget Fiscal Year	4th Qtr Estimate (Pre-Audit)	% of Budget For Period
Sales Taxes	\$10,851,062	\$10,851,062	\$10,750,000	\$11,202,348	104.2%
Cardroom Taxes	4,039,518	4,039,518	4,050,000	4,278,510	105.6%
Property Taxes	562,378	562,378	576,300	573,995	99.6%
Sewer Fees	836,480	836,480	710,000	741,229	104.4%
Sub-Total Major Revenue	\$16,289,438	\$16,289,438	\$16,086,300	\$16,796,083	104.4%
Total Revenue - GF	\$17,719,195	\$17,719,195	\$17,036,712	\$18,097,382	
% Major 5 Revenues	91.9%	91.9%	94.4%	92.8%	

As shown in the previous table three of the four Major General Fund revenue sources exceeded the amount included in the adopted budget. Overall the Budget for the four revenue types exceeded the budget by \$709,783. A narrative explanation is provided below for key deviations.

- Sales Tax exceeded the budget by approximately \$452,00. This also continued a trend of increased sales tax over the previous year (Amount was approximately \$351,000 more than prior year). As discussed in earlier reports vehicle sales continued to be strong throughout the year. The Town also had positive growth in sales tax allocated from the County pool for on-line and other allocated sales.
- Cardroom taxes can fluctuate from year to year based on a variety of factors. The amount collected was \$238,510 more than the Budget. This also continued a trend of increased tax over the previous year (Amount was approximately \$239,000 more than the previous year). This revenue has been increasing, however, it still remains below the \$4.7 million collected in Fiscal Year 2013-14.
- Property taxes were just slightly below the amount budgeted. Compared to the previous year this revenue had a 2% increase largely attributable to new assessed values.
- Sewer Fees are collected on the Property Tax bill and can vary from the budget based on the amount levied. The Town has offset a portion of the cost of sewer services with general fund monies covering some expenses as part of a water conservation program. Properties conserving water receive a discount in the amount placed on the property tax bill.
- Actual Sewer costs are approximately 10% more than the funds collected from users. The overall expenditures for sewer expenses as discussed below.



**GENERAL FUND EXPENDITURES**

Expenditures compared to Budget in the General Fund are expected to be \$942,560 below the amended budget. Major contributing factors are discussed in the summary section following the Table.

It is worth explaining the impact of a one-time transaction occurring in the previous fiscal year. When compared to the prior year performance, General Fund expenditures for Fiscal Year 2017-18 were just slightly less than the prior year (approximately \$88,000 lower in the current year). In the previous year the City Council approved establishing a fleet replacement fund. This action increased the authorized Fiscal Year 2015-16 Budget by approximately \$776,000 as a one-time expense in the General Fund, which impacts the year to year comparison.

	FISCAL YEAR 2015-2016		FISCAL YEAR 2016-2017		
	Actual Fiscal Year	4th Qtr Actual	Amended Budget Fiscal Year	4th Qtr Estimate (Pre-Audit)	% of Budget For Period
General Government	\$3,194,542	\$3,194,542	\$3,123,985	\$2,820,779	90.3%
Police	5,535,529	5,535,529	6,416,330	6,034,353	94.0%
Engineering / Building / Planning	1,381,129	1,381,129	1,407,000	1,475,728	104.9%
Public Works Maintenance	1,970,819	1,970,819	1,743,530	1,553,596	89.1%
Recreation Services	864,463	864,463	972,740	954,005	98.1%
Facility Maintenance	463,531	463,531	601,210	483,773	80.5%
<b>TOTAL</b>	<b>\$13,410,013</b>	<b>\$13,410,013</b>	<b>\$14,264,795</b>	<b>\$13,322,235</b>	<b>93.4%</b>

- Expenditures overall in Fiscal Year 2017-18 were 6.6 percent below the authorized budget.
- All except one of the Program Areas used as part of the quarterly reporting were below the budget.
- In the Audited Financial Statements a single category of Public Works is presented combining the reporting of Engineering/Building / Planning; Public Works Maintenance; and Facility Maintenance. If this report format was used above there would not be any Program Area over budget.
- The overage that occurred was largely contract expense associated with development applications and was offset by additional revenue from permits and plan checking which exceeded the budget estimates.
- General Government expenditures were approximately \$378,000 less in Fiscal Year 2016-17 compared to Fiscal Year 2015-16. This reflects a difference in how OPEB / Retiree Medical expenses were recorded. In FY 2015-16 the full amount was recorded in General Government. In the current year expenses are allocated to all operating departments.
- General Government budgetary savings in the current year were primarily due to lower than budgeted insurance expenses, and legal expenses.
- Police expenditures increased by approximately \$381,000 less than the Budget. This was primarily due to lower than expected salary and benefits due to turnover/vacancies and lower than budgeted use of the overtime contingency.

- Public Works Maintenance was approximately \$190,000 below the budget. This was due to increase use of Gas Tax monies for street repair, lower sewer expenses than budgeted, and contract maintenance expenditures that were less than the budget.
- The year to year comparison of Public Works Maintenance costs is also skewed by one-time charges. A one –time expense of approximately \$310,000 occurred in Fiscal Year 2015-16 for the establishment of a Fleet Replacement Fund.
- Recreation Program expenses were approximately \$19,000 below the budget or 1.9%. No single line item contributed to the savings.
- Facility Maintenance expenditures were approximately \$117,000 below the budget. The budgetary savings varied by facility. The largest contributing factors were utility savings, and lower than expected one-time facility repair needs.

The following table also displays the General Fund expenses organized by expenditure type.

	FISCAL YEAR 2015-2016			FISCAL YEAR 2016-2017		
	Actual Fiscal Year	4th Qtr Actual		Amended Budget Fiscal Year	4th Qtr Estimate (Pre-Audit)	% of Budget For Period
Salaries & Benefits	\$7,131,857	\$7,131,857		\$8,410,550	\$8,025,659	95.4%
Operating Services & Supplies	2,272,106	2,272,106		1,700,895	1,423,143	83.7%
Contractual / Professional Services	2,207,236	2,207,236		2,372,350	2,332,273	98.3%
Infrastructure Maint Contract Svcs	281,416	281,416		296,000	203,361	68.7%
Sewer Services	940,029	940,029		890,000	816,630	91.8%
Insurance (Liability/Property/WC)	577,369	577,369		595,000	521,169	87.6%
<b>TOTAL</b>	<b>\$13,410,013</b>	<b>\$13,410,013</b>		<b>\$14,264,795</b>	<b>\$13,322,235</b>	<b>93.4%</b>
OTHER USES / (TRANSFERS IN)	9,833,630	9,833,630		\$5,853,170	\$5,848,997	
EXPENDITURES & TRANSFERS	\$23,243,643	\$23,243,643		\$20,117,965	\$19,171,232	

Overall the expenditures for the year are expected to trend within the adopted budget. Information related to significant deviations are discussed below:

- As shown in the previous table salaries and benefits are the most significant portion of General Fund expenditures. The difference in spending from FY 2015-16 to Fiscal Year 2016-17 shows an increase of approximately \$894,000. Factors which contributed to this include increased salaries including retroactive salary adjustments negotiated in Fiscal Year 2016-17 and increased benefit costs including pension rate increases.
- The Operating Supplies compared to the prior year are substantially less due to the establishment of the Fleet Replacement Fund in Fiscal Year 2015-16. The \$776,000 in charges made to individual departments are included in this category.
- Contract services include a variety of professional as well as service contracts associated with providing Town services. The expenditures have been relatively consistent over the last two years.
- Sewer Service costs went down based on contract charges for wastewater treatment.
- Insurance and related claims costs were less in Fiscal Year 2016-17 than the prior year.

## HIGH LEVEL SUMMARY – ALL FUNDS

The Table below provides a summary of “All Funds” for the four quarters ending June 30, 2017. This report highlights in summary fashion key indicators of the Town Financial performance. As mentioned earlier the General Fund is the most significant to the operations of the Town, however, it is also appropriate to consider the other sources of funding. As shown the balance held in Capital Project Funds is approximately \$15.3 million and includes additional funds transferred for the Town Hall Project. A total of \$1.7 million remains in Trust Funds as funding for retiree liabilities.

<b>TOWN OF COLMA QUARTERLY REPORT OF ALL FUNDS (PRELIMINARY BALANCE AND ACTIVITY - CASH BASIS) QUARTER 4 - FISCAL YEAR 2016-2017</b>					
FUND TYPE / NAME	BEGINNING FUND BALANCE 7/1/16	PRE-AUDIT Fiscal Year To Date (July - June 2017)			YTD BALANCE
		YTD REVENUE	TRANSFERS IN / (OUT)	YTD EXPENDITURES	
<b>General</b>					
11-General Fund	\$22,594,248	\$18,097,382	(\$5,848,997)	(\$13,322,235)	\$21,520,399
<b>Sub-Total</b>	<b>22,594,248</b>	<b>18,097,382</b>	<b>(5,848,997)</b>	<b>(13,322,235)</b>	<b>21,520,399</b>
<b>Special Revenue</b>					
21-State Gas Tax Fund	28,012	35,136		(63,248)	(100)
22- Measure A Transportation	58,439	52,705			111,144
27-Public Safety Grants	0	30,195			30,195
29- Police Grants / (COPS)	120,658	134,568		(106,896)	148,330
<b>Sub-Total</b>	<b>207,109</b>	<b>252,604</b>	<b>0</b>	<b>(170,144)</b>	<b>289,569</b>
<b>Capital Project Funds</b>					
31- General CIP	8,772,940	332,868	5,550,000	(1,081,229)	13,574,579
33- Town Hall CIP Financed \$	4,343,192	23,734		(2,637,356)	1,729,570
<b>Sub-Total</b>	<b>13,116,132</b>	<b>356,602</b>	<b>5,550,000</b>	<b>(3,718,585)</b>	<b>15,304,149</b>
<b>Debt Service Funds</b>					
43- COP Debt Service	62	55	298,997	(299,069)	45
<b>Sub-Total</b>	<b>62</b>	<b>55</b>	<b>298,997</b>	<b>(299,069)</b>	<b>45</b>
<b>Internal Service Funds</b>					
61-Fleet Replacement	776,421	7,703	0	(30,964)	753,160
<b>Sub-Total</b>	<b>776,421</b>	<b>7,703</b>	<b>0</b>	<b>(30,964)</b>	<b>753,160</b>
<b>Trust Funds*</b>					
71-OPEB-Retiree Medical	1,094,504	1,189,053	0	(596,624)	1,686,932
72-Retirement (PARS)	18,914	1,198	0	(48)	20,064
<b>Sub-Total</b>	<b>1,113,418</b>	<b>1,190,251</b>	<b>0</b>	<b>(596,673)</b>	<b>1,706,996</b>
<b>GRAND TOTAL</b>	<b>\$37,807,390</b>	<b>\$19,904,597</b>	<b>\$0</b>	<b>(\$18,137,669)</b>	<b>\$39,574,318</b>

\* These Trust Funds were established to report funding contributed to an irrevocable trust for retirement benefit purposes. The funds are not available to the Town for General Operating and / or discretionary expenditures.

## ADDITIONAL DETAILS AND INFORMATION

This format is prepared by the Finance Department to highlight in summary fashion key indicators of the Town Financial performance. Additional details are available on the Town website [www.colma.ca.gov](http://www.colma.ca.gov).





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: William C. Norton, Interim City Manager / Town Treasurer  
 MEETING DATE: September 13, 2017  
 SUBJECT: Semi-Annual Report of Investment Holdings

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## RECOMMENDATION

Staff recommends that the City Council approve a:

MOTION TO RECEIVE AND FILE THE SEMI-ANNUAL REPORT OF INVESTMENT HOLDINGS, WHICH IS PRESENTED FOR INFORMATIONAL PURPOSES.

## EXECUTIVE SUMMARY

As part of day to day operations the Town maintains cash balances which can be invested to provide additional revenue. The City Manager has been designated by City Council Resolution as the Treasurer. The adopted Investment policy provides for the Treasurer to make periodic reports of balances held as investments. The majority of the Town investments are placed in public agency investment pools, which invest funds for more than one public agency. The reported investments are in compliance with the Town Investment policy and are appropriately structured to allow the Town to meet its expenditure requirements for the next six months.

## FISCAL IMPACT

The adopted FY 2016-2017 Budget projected total interest revenue (excluding Trust Funds) to be \$141,300 for all funds. The actual interest recorded was \$229,652 and 97% of that amount was recorded in the General Fund.

## BACKGROUND

As stated in the adopted Town Investment policy, the Treasurer shall prepare a report to the City Council not less than semi-annually. The policy provides that the report is to be made available within 60 days following June 30th. Further the policy requires that the semi-annual report shall be presented at a subsequent regularly scheduled City Council Meeting. The report is to include an overview of the investment activity including: a monthly listing of investment transactions if any; a Report the beginning and ending balance by quarter; Provide a separate breakdown of the quarterly balance based on the Investment Pool (LAIF, SMCIF, etc.); Provide net Deposits and Withdrawals for the period; Identify total interest for the quarter; and Provide the interest rates earned including a cumulative weighted average. This report provides the required information, including additional narrative explanations.

## ANALYSIS

### Portfolio Overview

As shown below, during the period January 2017 – June 2017 (quarters 3 and 4) of Fiscal Year 2016-2017 the Town Portfolio averaged \$34.3 million with an ending balance of \$37.4 million. This was an increase from the \$31.3 million average reported in the first two quarters. The amount invested each quarter fluctuated based on cash flow.

**TOWN OF COLMA SUMMARY OF PORTFOLIO  
SEMI-ANNUAL REPORT (Quarters 3 & 4 - January - June 2017)  
FISCAL YEAR 2016-2017  
(Prepared September 1, 2017)**

### TOWN OF COLMA FUNDS

	Quarter 3 <b>3/31/2017</b>	Quarter 4 <b>6/30/2017</b>
<b>Cash In Bank</b>	\$10,889,033.04	\$7,619,187.56
<b>Public Agency Investment Pools (Schedule A)</b>	\$22,479,575.88	\$27,540,920.42
<b>TOTAL PORTFOLIO CASH &amp; INVESTMENTS</b>	<b>\$33,368,608.92</b>	<b>\$35,160,107.98</b>

### TRUSTEE FUNDS - Bank of New York Mellon

#### **Town Hall Remodel Project Certificate of Participation (COP)**

	Quarter 3 <b>3/31/2017</b>	Quarter 4 <b>6/30/2017</b>
<b>Cash With Trustee</b>	\$0.00	\$0.00
<b>Money Market Funds</b>	\$85.65	\$1,006.85
<b>Public Agency Investment Pool (LAIF)</b>	\$1,788,153.29	\$1,728,609.07
<b>TOTAL COP FUNDS</b>	<b>\$1,788,238.94</b>	<b>\$1,729,615.92</b>

The quarterly balance at the end of the third quarter was \$33.3 million and had increased to \$35.1 million by the end of the fourth quarter June 30, 2017. The report includes balances held in First National Bank as well as Government Agency Investment pools.

Included above, is a summary of funds obtained as part of the Town Hall Renovation Certificate of Participation Financing. These funds held by the Trustee would typically not be reported as part of the Town Portfolio. The investment of these funds is subject to the financing documents. The majority of the funds are held in the State Local Agency Investment Fund (LAIF) and subject to restrictions on the timing of withdrawals. The Trustee Bank (Bank of New

York Mellon) processes withdrawals based on instructions from the Town. These funds will be expended as construction proceeds on the project and are shown to provide a more complete disclosure.

**Transaction Activity within Investment Pools**

The Town has funds invested in two government agency investment pools. Local Agency Investment Fund (LAIF) is managed by the State Treasurer and accepts deposits from over 2,400 agencies throughout the State and has a portfolio in excess of \$22.8 billion. These funds are relatively liquid with a limit of fifteen transactions per month. The San Mateo County Investment Fund is a similar arrangement managed by the San Mateo County Treasurer. As of June 30, 2017 the SMCIF had approximately \$4.8 billion invested. This includes County funds as well as cities, school districts, and other special districts. The County pool has additional limitations on transactions.

Included below is the Town balance in each of the investment pools at the beginning and end of each quarter including accrued interest. The net withdrawals and deposits for each quarter are also presented as background on the overall level of transactions. In order to provide additional diversity in the portfolio and to reduce the amount held in the commercial bank account, \$5 million was deposited in LAIF. All other investment transactions in the investment pools were limited to the posting of quarterly accrued interest.

**SEMI ANNUAL REPORT BALANCES FOR QUARTERS 3&4 (Jan. - June 2017)  
TOWN OF COLMA REPORT OF INVESTED FUNDS FISCAL YEAR 2016-17  
STATE TREASURER - LOCAL AGENCY INVESTMENT FUND (LAIF) and  
SAN MATEO COUNTY INVESTMENT FUND  
(Prepared September 1, 2017)**

<b>QUARTER 3: JAN 2017 - March 2017</b>	<b>LAIF</b>	<b>SMCIF</b>	<b>TOTAL</b>
<b>Beginning Balance</b>	<b>\$3,770,536.51</b>	<b>\$18,656,390.15</b>	<b>\$22,426,926.66</b>
<b>Purchases / Deposits</b>	-	-	-
<b>Withdrawals</b>	-	-	-
<b>Interest Posted</b>	7,213.57	45,435.65	52,649.22
<b>Ending Balance</b>	<b>\$3,777,750.08</b>	<b>\$18,701,825.80</b>	<b>\$22,479,575.88</b>
<b>QUARTER 4: APRIL 2017 - JUNE 2017</b>			
<b>Beginning Balance</b>	<b>\$3,777,750.08</b>	<b>\$18,701,825.80</b>	<b>\$22,479,575.88</b>
<b>Purchases / Deposits</b>	5,000,000.00	-	5,000,000.00
<b>Withdrawals</b>	-	-	-
<b>Interest Posted</b>	11,458.77	49,885.77	61,344.54
<b>Ending Balance</b>	<b>\$8,789,208.85</b>	<b>\$18,751,711.57</b>	<b>\$27,540,920.42</b>

**Earnings / Distribution of Portfolio**

Outlined below is information related to the distribution of investments at the end of each quarter (Bank; compared to LAIF; compared To SMCIF). The average over the two quarters was: 18% invested in LAIF, 27% in First National Bank, and 55% in the SMCIF. Placing idle funds in more than one investment provides a level of diversity for the overall portfolio.

**SEMI ANNUAL INTEREST RATES FOR QUARTERS 3 & 4 (Jan. - June 2017)  
TOWN OF COLMA FISCAL YEAR 2017  
PORTFOLIO EARNINGS QUARTER 3 & QUARTER 4  
(Prepared September 1, 2017)**

	QUARTER 3		QUARTER 4	
	Quarter 3 As of 3/31/2017	% of Portfolio	Quarter 4 As of 6/30/2017	% of Portfolio
<b><u>Balance(s)</u></b>				
<b>BANK</b>				
<b>BALANCE</b>	\$10,889,033.04	32.6%	\$7,619,187.56	21.7%
<b>LAIF</b>	\$3,777,750.08	11.3%	\$8,789,208.85	25.0%
<b>SMCIF</b>	\$18,701,825.80	56.0%	\$18,751,711.57	53.3%
<b>TOTAL</b>	\$33,368,608.92		\$35,160,107.98	
<b><u>Interest Rates</u></b>				
<b>BANK</b>				
<b>BALANCE</b>	0.250%		0.250%	
<b>LAIF</b>	0.780%		0.920%	
<b>SMCIF</b>	1.024%		1.113%	
<b>Weighted Average</b>	<b>0.744%</b>		<b>0.878%</b>	

The information presented above also outlines the interest earnings for the investments held by the Town. Overall interest rates are rising as the Federal regulators are increasing interest rates. Because the interest rates for the first two quarters were less, the weighted average earnings for the full Fiscal Year were approximately 0.743%. The total revenue recorded for the Fiscal Year (\$229,652) was more than budgeted due to increasing interest rates and larger balances available for investment. The timing of capital project expenditures has resulted in larger balances available for investment than was assumed in the budget projection.

As reported earlier, in addition to the Town investments the COP Project Fund is invested by the Trustee. These funds earned a total of \$23,734 during the year. Interest earnings in this fund will be added to the balance available for use on the project.

In accordance with the adopted policy the investment of public funds emphasizes safety, liquidity, and then yield. The public Agency pools are structured to align with these goals.



## **Reasons For the Recommended Action**

Receipt of this report complies with the adopted Investment Policy.

## **Values**

The Staff recommendation is consistent with the Council adopted values of:

- *Responsibility*: Making decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.

## **CONCLUSION**

Staff recommends the City Council receive and file the report.





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Contract Public Works Director  
 VIA: William C. Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: Capital Improvement Plan Funding Adjustments

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## RECOMMENDATION

Staff recommends the City Council adopt:

RESOLUTION AUTHORIZING A CLOSE-OUT OF CERTAIN PROJECTS AND  
 REDISTRIBUTION OF CERTAIN INACTIVE PROJECT BALANCES INCLUDING AN  
 ADDITIONAL APPROPRIATION OF \$150,000 IN FISCAL YEAR 2017-18

## EXECUTIVE SUMMARY

The adopted Fiscal Year 2017-18 Budget includes several projects accounted for as part of the Capital Improvement Program. The Capital Project Fund (#31) includes funds transferred in prior years based on a project listing. Four projects are complete and the City Council will be requested to authorize the residual funds to be returned to the General Fund. In addition Staff have identified projects that are now on hold and do not have a set timeline to be undertaken. Therefore, it is proposed that a portion of the available inactive funds be reallocated to offset additional costs associated with the Serramonte Beautification Project. These clean-up items will facilitate the preparation of a new comprehensive 5 Year Capital Improvement Plan, to be presented later this year.

## FISCAL IMPACT

A total of \$29,499.24, is proposed to be returned to the General Fund for future appropriations by the City Council. The redistribution of \$150,000 from inactive projects to the Serramonte Beautification Project will allow the project to fully funded in the current year. At a future date Staff will present an updated Capital Improvement Program.

## BACKGROUND

As part of the Annual Budget the City Council has authorized appropriations towards Capital Projects. The funding sources are varied and include: General Fund monies transferred to the Capital Fund (#31); Special Revenue Funds such as Measure A Transportation Funds and other grants; Proceeds from Debt Issued For Town Hall (Fund #33); and Internal Service Funds for Fleet Replacement (#61). The City Council has the most discretion over the General Funds that

are transferred for Capital Projects to the Capital Project Fund.

It is appropriate for the City Council to periodically designate closed projects and direct Staff to account for any residual funds. Since Fund 31 is comprised of contributions from the General Fund the close-out of the projects will return unused funds to the General Fund.

In addition to the completed projects it is appropriate to consider funds allocated for projects that may be in a "On-Hold" status and consider transferring balances to active projects or returning funds for future appropriation.

These administrative adjustment will facilitate the future presentation of a new 5 Year Capital Improvement Plan, which will be presented based on current funding projections and City Council priorities.

## ANALYSIS

Attached to this report as background is the Capital Project section from the Fiscal Year 2017/18 Budget. The following projects in Fund #31 Capital Projects are recommended for closure and the remaining balances returned to the General Fund:

### Capital Project Fund (#31) Proposed Closed Projects As of 6/30/2017

Project	Original Budget	Estimated Final Cost	Excess \$ Amount to General Fund
#950 Painting Exterior Police Facility	\$ 50,000.00	\$ 42,500.00	\$ 7,500.00
#954 Corporation Yard Improvements	\$ 75,000.00	\$ 67,899.85	\$ 7,100.15
#986 FY 2017 Technology Upgrades	\$ 30,000.00	\$ 29,985.48	\$ 14.52
#987 Fleet & Equipment (Accounting excludes sweeper funded by Measure M Grant \$169,205)	\$ 90,000.00	\$ 75,115.43	\$ 14,884.57
<b>TOTAL</b>	<b>\$245,000.00</b>	<b>\$215,500.76</b>	<b>\$ 29,499.24</b>

The total costs are shown as estimated pending any final adjustments required as part of year-end entries. The Fleet Replacement project also includes an amount funded from the Internal Service Fund for Fleet Replacement (Fund #61), which is excluded from the presentation above. All unspent Fund #61 amounts will be retained in that fund for future fleet replacements.

Recommended Transfers Between On-Hold Projects

As identified in the Attachment there are several projects that are currently in an “On Hold” status. At the same time the Town now has actual proposed costs for study and master plan for Serramonte Blvd Project #913. The updated estimated cost for these studies and a contingency is \$400,000, while a total of \$250,000 has been appropriated in Fiscal Year 2017-18 for this project. One of the reasons for the increased cost is a change in the scope of the project. The scope has been expanded to encompass Collins Avenue, and a portion of Junipero Serra Boulevard.

In order to proceed as planned in the Adopted 2017-18 Budget with the Serramonte Project, an additional appropriation is proposed to be funded from on-hold projects as shown below.

**TRANSFERS FROM “ON-HOLD” PROJECTS TO #913**

<b>Project</b>	<b>Fiscal Year 2017/18 Budget</b>	<b>Reserves / Future Funding</b>	<b>Adopted Budget Plus Transfers</b>
#913 Serramonte Blvd Beautification Project (Includes Collins Ave. Scope) Transfer From #905 Transfer From #956	\$ 250,000	0	\$ 250,000  50,000 100,000
#905 Collins Avenue Improvements	0	\$ 50,000	
#956 Lawndale Blvd. Landscape Improvements		\$ 100,000	
<b>TOTAL</b>	<b>\$ 250,000</b>	<b>\$ 150,000</b>	<b>\$ 400,000</b>

Based on updated estimates of the costs for the Serramonte / Collins studies, Staff recommends the transfer of the \$50,000 from Project #905 to Project #913 Serramonte Boulevard and a transfer of the \$100,000 allocation to Project 956 Lawndale Landscape Improvements. The scope and planning for this project was put on hold during the drought and will require additional evaluation as part of the future CIP update. These two allocation redistributions will provide the total funding needed for the Serramonte Project. Since the transferred balances here in reserves and have not been appropriated, the City Council will be requested to authorize the appropriation of these funds as an amendment to the Fiscal Year 2017-18 Budget. The two projects that are transferring the funds will still be evaluated for future programming as part of the CIP Update.

Remaining On-Hold Projects With Funding Allocation To Be Evaluated In CIP Update

The following table identifies the remaining project allocations that are contained in the current Capital Fund. As part of the updated CIP that will be developed funding, allocations for “On-

Hold” projects will be evaluated in the course of a comprehensive update.

### RESERVE BALANCES REMAINING IN CIP FUND

Project	Current Allocation / Reserve Balance
#901 Hillside Boulevard Beautification	\$ 1,068,059
#934 Colma Creek Channel Repairs	\$ 50,000
#955 Town-wide Irrigation Enhancement	\$ 25,000
#992 American Disability Act Transition Plan	\$ 212,000
TOTAL	<b>\$ 1,355,059</b>

As part of preparing the updated comprehensive CIP, Staff will evaluate both projects previously identified as well as new needs over a five year period. Staff will also examine opportunities to phase projects based on identified funding. In order to broadly capture capital project needs for the Town the CIP document will also include an Unfunded Project list.

### REASONS FOR THE RECOMMENDED ACTION

Tracking of the funding for Capital Projects needs to be updated on a regular basis. These changes will be beneficial in planning for the updated CIP.

### COUNCIL ADOPTED VALUES

The Staff recommendation is consistent with the Council adopted values of:

- *Responsibility*: Making decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- *Fairness*: Support the public’s right to know and promote meaningful public involvement.

### CONCLUSION

It is recommended that the Town Council adopt the Resolution authorizing a close-out of certain projects and redistribution of certain inactive project balances including an additional appropriation of \$150,000 in Fiscal Year 2017-18.

### ATTACHMENTS

- A. Resolution Authorizing a Close-Out of Certain Projects and Redistribution of Certain Inactive Project Balances Including an Additional Appropriation of \$150,000 in Fiscal Year 2017-18.
- B. Fiscal Year 2017-18 Budget Excerpt Capital Improvement Plan

**RESOLUTION NO. 2017-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING A CLOSE-OUT OF CERTAIN PROJECTS AND  
REDISTRIBUTION OF CERTAIN INACTIVE PROJECT BALANCES INCLUDING AN  
ADDITIONAL APPROPRIATION OF \$150,000 IN FISCAL YEAR 2017-18**

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

**1. Background**

- (a) The City Council adopted the Fiscal Year 2017-18 Budget on June 14, 2017 with the adoption of Resolution 2017-31.
- (b) The adopted Budget included a Capital Improvement Plan (CIP) and the action taken by the City Council included the appropriation of funding for Capital Projects that would incur expenditures in Fiscal Year 2017-18.
- (c) The CIP also identified projects which were nearly complete and those projects "on-hold" including funding available in the Capital Project Fund #31.
- (d) The Capital Project Fund is comprised of primarily General Fund contributions which are a discretionary funding source that can be reallocated based upon the action of the City Council.
- (e) It is appropriate for the Town Financial records to record the close-out of any completed projects, and it is proposed that any residual funds be transferred back to the General Fund.
- (f) As described in the Staff Report presented September 13, 2017 updated estimates for Project #913 Serramonte Blvd Beautification will require additional funds and it is proposed that allocations from two "On-Hold" projects be appropriated by the City Council in Fiscal Year 2017-18 to fully fund the project .
- (g) These adjustments to the current Capital Improvement Plan will support a comprehensive update and development of a new 5 Year Capital Improvement Plan.

**2. Finding**

The City Council finds:

- a) That four Capital Projects funded in Fund #31 in Fiscal Year 2016-17 are now complete. Any unspent residual appropriations for these projects shall be transferred to the General Fund, which was the original source of funding. The projects to be closed are:
  - #950 Police Exterior Facility Painting
  - #954 Corporation Yard Improvements
  - #986 FY 2017 Technology Upgrades
  - #987 Fleet & Equipment Replacement
- b) That the City Council hereby authorizes the the transfer of \$150,000 from two "On-Hold" projects to Project #913 Serramonte Blvd Beautification Project (Includes Collins Ave. Scope).

- c) The "On-Hold" Projects that will transfer allocated funds are: Project #905 Collins Avenue Improvements (\$50,000); and Project #956 Lawndale Blvd. Landscape Improvements (\$100,000).
- d) The City Council hereby approves a Budget Adjustment to the adopted Fiscal Year 2017-18 Budget increasing the appropriation for Project #913 Serramonte Blvd Beautification Project (Includes Collins Ave. Scope) from \$250,000 to \$400,000.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2017-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on September 13, 2017, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fiscaro, Mayor					
Diana Colvin, Vice Mayor					
Joanne del Rosario					
Raquel Gonzalez					
John Irish Goodwin					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fiscaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk





# Capital Improvement Plan



# Capital Improvement Plan FY 2017-18

## Overview

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The Capital Improvement Plan (CIP) has been in place since FY 2013-14 and has been active in delivering various improvements and upgrades to the Town's facilities, infrastructure needs, information technologies and other projects.

Projects are grouped based upon four distinct categories:

- 1 – Streets, Sidewalks, Bikeways
- 2 – Sewers & Storm Drains
- 3 – City Facilities / Long Range Plans
- 4 – Major Equipment / Fleet

The CIP for FY 2017-18 totals \$15.8 million. A significant portion of the planned activity is associated with projects initiated in a previous year. The most significant project is the Town Hall Renovation project.

Capital projects are funded from various resources including; General Funds transferred to the Capital Improvement Fund (#31) in a previous year; new transfers from the General Fund; Grants; and Fleet Replacement Funds. Unexpended general fund monies transferred to the Capital Improvement Fund are reported as part of the fund, until a formal action is taken by the City Council to close the project and return the funds. In the coming year, a multi-year CIP will be developed and certain projects may be closed with the funds either transferred back to the General Fund or used to fund new projects. These projects are described on the following pages with a status of "ON-HOLD."

New appropriations total \$2,087,000 allocated among three projects including Mission Road Improvements, Roadway Network Plan and Sterling Park Playground Improvements. An additional \$1,055,000 is funded by two grants and Park in-Lieu fees. A grant of \$625,000 from the One Bay Area Grant 2 (OBAG 2) will offset costs for the Mission Road Pedestrian/Bicycle Improvement project; a grant of \$250,000 from the State of California will compensate the consultants' costs for preparing the Systemic Safety Analysis Report; and \$180,000 from the Town's Park in-Lieu fees will offset the Sterling Park Playground Improvements.

FY 2017-18 CIP projects are described below.

## **TYPE 1 PROJECTS – Streets, Sidewalks, Bikeways**

### **CIP #901 HILLSIDE BOULEVARD BEAUTIFICATION (STATUS: ON HOLD)**

No activity will occur for this project in FY 2017-18. Phase I of the three-phase Hillside Beautification Project (Hoffman Street to 600 feet south of Serramonte Boulevard) was completed in FY 2014-15. The project will be evaluated to determine phasing and potential opportunities for grant funding. The costs and estimates will also need to be updated to incorporate green infrastructure mandates. A reserve in the Capital Improvement Fund of \$1,068,059 remains and will be evaluated as part of future CIP planning.

### **CIP # 903 MISSION ROAD BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT (STATUS: NEW FY 2017-18)**

The Mission Road Bicycle and Pedestrian Improvements Project includes implementation of a number of safety related improvements for pedestrians, bicyclists and vehicles along Mission Road between El Camino Real and Lawndale Boulevard. The project scope includes: relocation and reconstruction of the existing curb, gutter, sidewalk, driveway approaches and non-ADA compliant ramps; addition of new continuous sidewalk; extension of Class II bicycle lanes in the northbound direction; construction of bulbouts and high visibility crosswalks with rectangular rapid flashing beacons; installation of energy efficient street lights; and construction of landscape planters for drainage and storm water treatment purposes. These improvements will address the safety concerns expressed by the community and improve the accessibility of the pedestrian and bicycle facilities in compliance with San Mateo County Comprehensive Bicycle and Pedestrian Plan. This project also adheres to the Town of Colma's Circulation Plan, which consists of Complete Streets and Green Infrastructure program and policies.

The total project cost to complete the design, construction, and project management is estimated at \$1,375,000 and will be funded from a variety of sources. The Town has been awarded a total grant funding in the amount of \$625,000 as part of the One Bay Area Grant 2 (OBAG 2): \$525,000 is from the Total Livable Communities (TLC) program and the remaining \$100,000 is from the Federal Local Streets and Roads (LSR) program. The Town is also allocating \$160,000 from local Measure A funds. This project had an original appropriation of \$50,000 made in a prior Fiscal Year through a transfer from the General Fund. After accounting for the grants and Measure A funds, an additional transfer of \$540,000 from the General Fund is included as part of the FY 2017-18 Budget.

Design of the project is scheduled to begin in early 2018, with anticipated bidding in the later part of 2018. Project completion is estimated to in FY 2018-19.

### **CIP #905 COLLINS AVENUE IMPROVEMENT STUDY (STATUS: ON-HOLD)**

No activity will occur for this project in FY 2017-18. Significant elements of the Collins Avenue Improvement Study will be examined as part of the Serramonte Boulevard / Collins Avenue Master Plan Study. (Please see CIP #913 for details.)

A reserve in the Capital Improvement Fund of \$50,000 remains and will be evaluated as part of future CIP planning.

**CIP #913 SERRAMONTE BOULEVARD BEAUTIFICATION  
(STATUS: ACTIVITY PLANNED IN FY 2017-18)**

This project will provide a comprehensive review and Master Plan for Serramonte Boulevard as well as Collins Avenue. The project includes design of beautification elements as well as a Master Plan addressing vehicular traffic improvements, bicycle and pedestrian mobility, safety improvements and green infrastructure. The plan will provide an economic development outlook that analyzes the cost of the improvements and the incremental rate of return from increased business activities in the study area. The economic development component in the plan should also suggest funding and implementation strategies.

This project has a current reserve of \$250,000, which was transferred from the General Fund in a previous year.

The project is currently out for Requests for Proposal. Staff anticipates having an agreement for urban designer services in place by July 2017. The project is estimated to take approximately one year to complete.

**CIP #956 LAWDALE BOULEVARD LANDSCAPE IMPROVEMENTS  
(STATUS: ON-HOLD)**

The Lawndale Boulevard Landscape Improvements Project was put on hold because of the drought. A reserve in the Capital Improvement Fund of \$100,000 remains and will be evaluated as part of future CIP planning.

**CIP #993 ROADWAY NETWORK PLAN (STATUS: NEW FY 2017-18)**

The Town of Colma was awarded a grant from the State of California to prepare a Systemic Safety Analysis Report (SSARP). The purpose of this grant is to study and identify safety deficiencies in the Town's roadway network including pedestrian sidewalks, bike paths, crosswalks, accessibility barriers and street lights. The study will review and recommend the proper counter measures to correct potential safety issues. State grants awarded under the Highway Safety Improvement Program (HSIP) require that the agency demonstrate that any grant application includes the correct counter measures. Once completed, the SSARP will allow to the Town to be competitive when HSIP or other grant-funding opportunities are made available.

The FY 2017-18 Adopted Budget for CIP #993 is for \$300,000, consisting of \$250,000 funded through the State of California's SSARP Grant funds and a General Fund transfer of \$50,000 to the Capital Improvement Fund to satisfy the requirement for a local match.

This project will be completed by March 2018, in time to apply for potential HSIP and other grants that may become available in May 2018.

## **TYPE 2 PROJECTS – Sewers & Storm Drains**

### **CIP #934 COLMA CREEK CHANNEL REPAIRS (STATUS: ON-HOLD)**

Further definition of this project requires discussions with the Colma Creek Flood Control District. The potential scope of repairs will require additional funding sources and may be a grant opportunity.

A reserve in the Capital Improvement Fund of \$50,000 remains and will be evaluated as part of future CIP planning.

### **CIP #971 SANITARY SEWER SYSTEM ASSESSMENT (STATUS: NEAR COMPLETION)**

The FY 2016-17 Amended Budget included a \$106,000 appropriation for assessing the Town's sanitary sewer system's regarding compliance with the State's permit and the need to evaluate the sanitary sewer system and its capacity for future growth. The work includes a system wide flow monitoring study including an in-depth data analysis. This report will identify potential compliance issues regarding inflow and infiltration by storm water in the sanitary sewer system; identify areas in need of repair and assess system-wide capacity.

Approximately \$106,000 was previously allocated to the Capital Improvement Fund for this work. Until the work is complete, any unspent funds will remain in the Capital Improvement Fund.

It is expected that the work will be completed by Fall 2017. Needed improvements and upgrades as well as funding options will need to be considered for future years once the analysis has been completed.

## **TYPE 3 PROJECTS – City Facilities / Long Range Plans**

### **CIP #944 STERLING PARK PLAYGROUND IMPROVEMENTS (STATUS: NEW FY 2017-18)**

The Sterling Park Recreation Center was remodeled in 2002. The improvements consisted of a play structure area with a rubberized play surface, a picnic area and bocce ball court. The renovation includes installation of a new rubberized play surface and expansion of the playground area including the addition of new play structures. The improvements will also address accessibility and current safety requirements. In order to accommodate the expanded play area, the bocce ball court will be removed. Over the years, the court has not had the level of demand or intensity of use as is observed in the play areas.

The cost of this renovation is estimated to be \$287,500. Approximately \$163,663 was recently collected through the Town's Park in-Lieu Fees, and is part of the reserved balance in the Capital Improvement Fund. The remaining \$123,837 will be funded from a transfer from the General Fund to the Capital Improvement Fund.

It is expected that the project will begin in FY 2017-18.

### **CIP #947 TOWN HALL RENOVATION PROJECT (STATUS: UNDERWAY)**

This multi-year project involves remodeling Colma's Town Hall to function as a state-of-the-art public facility while respecting its historical elements. The improvements will address deficiencies with accessibility as well as energy efficiency.

Several major components of the project have been completed: excavation and grading work, installation of retaining walls and foundations, and the erection of the structural steel frame. The remainder of the project includes the remodel of the historic 1941 building the completion of the addition, site work and purchase of the interior furniture.

The funding for the project includes approximately \$5.1M of financing issued as a municipal lease purchase Certificates of Participation (COPs) and monies previously transferred from the General Fund to the Capital Improvement Fund. It is estimated that a total of \$12.9 million of work remains including professional services, furnishings and equipment. Of this amount, approximately \$1.7 million is from the COP financing and the remainder from the Capital Improvement Fund. No new transfers of General Fund monies are anticipated to be necessary as part of the FY 2017-18 Budget.

The project is estimated to be complete with all phases of work in early 2018.

### **CIP #950 – PAINTING OF THE POLICE STATION (STATUS: NEARLY COMPLETE)**

Painting of the Colma Police Station was undertaken in FY 2016-17. It is expected that nearly all of the funds appropriated will be utilized on the project. Any residual funds upon formal close-out will be evaluated as part of future CIP planning.

### **CIP #954 CORPORATION YARD IMPROVEMENTS (STATUS: NEARLY COMPLETE)**

The FY 2016-17 Amended Budget included a \$75,000 appropriation for Corporation Yard Improvements, which consisted of installing an automatic front gate with remote access, installing a power rollup door to one of the bays, replacing the aluminum siding on the western side of the building and replacing the steel man doors to the various bays within the building.

It is expected that all funds appropriated will be utilized on the project. Any residual funds upon formal close-out will be evaluated as part of future CIP planning.

### **CIP #955 TOWN WIDE IRRIGATION SYSTEM ENHANCEMENTS (STATUS: ON HOLD)**

This project involved a comprehensive review of irrigation system enhancements city-wide. Given the need to review both landscape and irrigation improvements in light of water reduction and drought response planning, the plans for this project will need to be re-evaluated. A reserve in the Capital Improvement Fund of \$25,000 remains and will be evaluated as part of future CIP planning.

### **CIP #991 GENERAL PLAN UPDATE (STATUS: ACTIVITY PLANNED IN FY 2017-18)**

Work on the draft General Plan will resume during the upcoming year. It is expected that the activities will include obtaining consultant services to complete the remaining elements in the plan, including beginning the Environmental Impact Report (EIR) process.

A reserve in the Capital Improvement Fund of \$203,650 remains from prior year transfers to the Capital Improvement Fund. No new funding is expected to be required as part of the FY 2017-18 Budget.

### **CIP #992 AMERICAN DISABILITY ACT (ADA) TRANSITION PLAN UPGRADES (STATUS: ON-HOLD)**

The Town has identified various improvements as part of an ADA transition plan. In a previous year, funds were transferred from the General Fund to the Capital Improvement Fund for identified improvements. Some of the required needs have been addressed as part of the Town's facilities budgets or through large-scale projects such as the Town Hall Renovation.

A reserve in the Capital Improvement Fund of \$212,000 remains and will be evaluated as part of future CIP planning.

### **TYPE 4 PROJECTS – Major Equipment / Fleet**

#### **CIP #983 ACCESS CONTROL (STATUS: UNDERWAY)**

This project includes the design, purchase and installation of equipment to upgrade the current access control system that serves the Police Department and a future system in the renovated Town Hall. The upgrades to the system include access control hardware, video monitoring and access systems. This project will be coordinated and installed during the Town Hall Renovation Project. The installation of an access control system at Sterling Park and the Colma Community Center and networking it into the main access control system was determined to be cost prohibitive. Alternative commercial services are being evaluated for those locations.

The total cost of the project is \$335,000, with prior appropriations to a Project Reserve in the Capital Improvement Fund of \$210,000. An additional \$125,000 transfer from the General Fund to the Capital Improvement Fund is part of the FY 2017-18 Adopted Budget.

#### **CIP #985 GEOGRAPHIC INFORMATION SYSTEM (GIS) (STATUS: UNDERWAY)**

This project includes costs associated with developing and deploying mapping and other geographic data for use in providing public services. Remaining work involves developing key base layer maps and obtaining any additional computer hardware and software to use the system.

A total of \$25,105 was previously appropriated in the Capital Improvement Fund. It is expected that work will continue in FY 2017-18 and any residual funds upon formal close-out will be evaluated as part of future CIP planning.



**CIP #986 TOWN'S INFORMATION TECHNOLOGY UPGRADES  
(STATUS: UNDERWAY / CONTINUING)**

In FY 2016-17, \$30,000 was allocated for computer server, software and hardware upgrades to the Town's system. It is expected that the appropriated funds will be fully utilized by year-end. The on-going maintenance of computers as well as the backbone network requires periodic upgrades in order to insure that operations continue. Efforts to be undertaken in FY 2017-18 include assessing potential efficiency opportunities including the use of hand held tablets, replacement of desktop computers and other equipment and technology needs in the new Town Hall facility and other Town-owned facilities.

In FY 2017-18, a transfer of \$50,000 will be made from the General Fund to the Capital Improvement Fund for this project.

**CIP #987 – FLEET AND EQUIPMENT PURCHASES (STATUS: ON-GOING)**

The FY 2016-17 Amended Budget for fleet and equipment replacement was \$259,205. The Town purchased a van for the Recreation Department, a new street sweeper and a Police Patrol vehicle.

The FY 2017-18 Adopted Budget includes the replacement of a Public Works vehicle, which is more than 15 years old, and a Police vehicle. The total budgeted is \$102,000 which will come from reserves in the Fleet Replacement Fund. The replacement vehicles are expected to be in service by June 2018.

**HISTORICAL CAPITAL IMPROVEMENT PROJECTS**

<b>CAPITAL IMPROVEMENT PROJECTS</b>		<b>FY 2014-15 ACTUAL</b>	<b>FY 2015-16 ACTUAL</b>	<b>FY 2016-17 AMENDED</b>	<b>FY 2016-17 ESTIMATED</b>	<b>FY 2017-18 ADOPTED</b>
901	Hillside Boulevard Beautification	2,049,378	1,941	-	-	-
903	Mission Road Improvements	146,003	-	-	-	1,375,000
905	Collins Avenue Improvements	-	-	-	-	-
913	Serramonte Boulevard Beautification	-	-	250,000	-	250,000
956	Lawndale Blvd Landscape Imp	-	-	-	-	-
993	Roadway Network Plan (SSARP)	-	-	-	-	300,000
934	Colma Creek Channel Repairs	-	-	50,000	-	-
971	Sanitary Sewer System Assessment	10,531	-	106,000	106,000	-
947	Town Hall Campus Renovation	458,309	1,490,414	16,051,277	3,127,000	12,924,277
954	Corporation Yard Improvements	-	-	75,000	60,000	-
955	Townwide Irrigation System Enhancements	-	-	25,000	-	-
991	General Plan Update	3,920	-	-	-	203,650
992	ADA Transition Plan Upgrades	-	-	75,000	-	-
950	Police Facility Painting	-	-	50,000	42,500	-
944	Sterling Park Playground Impvts	-	-	-	-	287,500
981	RIMS (Police Records)	294,129	-	-	-	-
982	Townwide Telephone Sys Upgrade	159,304	-	-	-	-
983	Access Control at Town Facilities	-	-	210,000	20,000	315,000
984	Recreation Software Upgrade	12,848	-	-	-	-
985	Geographic Information System	3,686	-	25,105	25,105	-
986	Town's IT Infrastructure Upgrades	48,076	-	30,000	30,000	50,000
987	Fleet Replacements	-	-	309,205	294,355	102,000
<b>TOTAL CAPITAL OUTLAY</b>		<b>3,186,184</b>	<b>1,492,355</b>	<b>17,256,587</b>	<b>3,704,960</b>	<b>15,807,427</b>

**HISTORICAL DISTRIBUTION OF CAPITAL PROJECTS BY PROJECT CATEGORY**

<b>PROJECT TYPES</b>		<b>FY 2014-15 ACTUAL</b>	<b>FY 2015-16 ACTUAL</b>	<b>FY 2016-17 AMENDED</b>	<b>FY 2016-17 ESTIMATED</b>	<b>FY 2017-18 ADOPTED</b>
1	Streets, Sidewalks, Bikeways	2,195,381	1,941	250,000	-	1,925,000
2	Sewers & Storm Drains	10,531	-	156,000	106,000	-
3	City Facilities / Long Range Plans	462,229	1,490,414	16,276,277	3,229,500	13,415,427
4	Major Equipment / Fleet	518,043	-	574,310	369,460	467,000
<b>TOTAL FUNDS</b>		<b>3,186,184</b>	<b>1,492,355</b>	<b>17,256,587</b>	<b>3,704,960</b>	<b>15,807,427</b>

**CAPITAL PROJECTS BY SOURCE OF FUNDING**

<b>CIP FUNDING SOURCES</b>		<b>FY 2014-15 ACTUAL</b>	<b>FY 2015-16 ACTUAL</b>	<b>FY 2016-17 AMENDED</b>	<b>FY 2016-17 ESTIMATED</b>	<b>FY 2017-18 ADOPTED</b>
22	Measure A Transportation Fund	211,135	-	-	-	160,000
23	Transportation Grants Fund	-	-	-	-	875,000
31	Capital Improvement Fund	2,975,049	723,004	12,873,437	1,019,960	12,972,277
33	COPs Town Hall Fund	-	769,350	4,333,150	2,635,000	1,698,150
61	Fleet Replacement Fund	-	-	50,000	50,000	102,000
<b>TOTAL FUNDS</b>		<b>3,186,184</b>	<b>1,492,354</b>	<b>17,256,587</b>	<b>3,704,960</b>	<b>15,807,427</b>

**CAPITAL IMPROVEMENT PLAN FY 2017-18**

ACCOUNT	PROJECT	FY 2016-17 AMENDED	FY 2016-17 ESTIMATED	FY 2017-18 ADOPTED	AVAILABLE FUTURE CIP RESERVE
<b>TYPE 1 - Streets, Sidewalks, Bikeways</b>					
<b>Project 901</b>	<b>Hillside Boulevard Beautification</b>				
31-81002	Planning and Design	-	-	-	48,059
31-81003	Construction	-	-	-	1,020,000
<b>PROJECT TOTAL</b>		-	-	-	<b>1,068,059</b>
<b>Project 903</b>	<b>Mission Road Improvements</b>				
31-81002	Planning and Design	-	-	200,000	-
31-71010	Contract Services - Const Support	-	-	50,000	-
23-71010	Contract Services - Const Support	-	-	25,000	-
22-81003	Construction	-	-	160,000	-
23-81003	Construction	-	-	600,000	-
31-81003	Construction	-	-	340,000	-
<b>PROJECT TOTAL</b>		-	-	<b>1,375,000</b>	-
<b>Project 905</b>	<b>Collins Avenue Improvements</b>				
31-81002	Planning and Design	-	-	-	50,000
<b>PROJECT TOTAL</b>		-	-	-	<b>50,000</b>
<b>Project 913</b>	<b>Serramonte Blvd. Beautification</b>				
31-81002	Planning and Design	250,000	-	250,000	-
<b>PROJECT TOTAL</b>		<b>250,000</b>	-	<b>250,000</b>	-
<b>Project 956</b>	<b>Lawndale Blvd Landscape Imp</b>				
31-81002	Planning and Design	-	-	-	15,000
31-81003	Construction	-	-	-	85,000
<b>PROJECT TOTAL</b>		-	-	-	<b>100,000</b>
<b>Project 993</b>	<b>Roadway Network Plan (SSARP)</b>				
23-81002	Planning and Design	-	-	250,000	-
31-81002	Planning and Design	-	-	50,000	-
<b>PROJECT TOTAL</b>		-	-	<b>300,000</b>	-
<b>SUBTOTAL TYPE 1 CIP PROJECTS</b>		<b>250,000</b>	-	<b>1,925,000</b>	<b>1,218,059</b>
<b>TYPE 2 - Sewers &amp; Storm Drains</b>					
<b>Project 934</b>	<b>Colma Creek Channel Repairs</b>				
31-81002	Planning and Design	50,000	-	-	50,000
<b>PROJECT TOTAL</b>		<b>50,000</b>	-	-	<b>50,000</b>
<b>Project 971</b>	<b>Sanitary Sewer System Assmt.</b>				
31-81002	Planning and Design	106,000	106,000	-	-
<b>PROJECT TOTAL</b>		<b>106,000</b>	<b>106,000</b>	-	-
<b>SUBTOTAL TYPE 2 CIP PROJECTS</b>		<b>156,000</b>	<b>106,000</b>	-	<b>50,000</b>

**CAPITAL IMPROVEMENT PLAN FY 2017-18**

ACCOUNT	PROJECT	FY 2016-17 AMENDED	FY 2016-17 ESTIMATED	FY 2017-18 ADOPTED	AVAILABLE FUTURE CIP RESERVE
<b>TYPE 3 - City Facilities / Long Range Plans</b>					
<b>Project 944</b>	<b>Sterling Park Playground Impvts.</b>				
31-71010	Contract Services -Const Support	-	-	10,000	-
31-81002	Planning and Design	-	-	25,000	-
31-81003	Construction	-	-	252,500	-
<b>PROJECT TOTAL</b>		<b>-</b>	<b>-</b>	<b>287,500</b>	<b>-</b>
<b>Project 947</b>	<b>Town Hall Campus Renovation</b>				
31-60014	Equipment Rental	46,846	5,000	39,846	-
31-71010	Professional Consulting	27,268	-	27,268	-
31-80005	Equipment	125,000	-	125,000	-
31-80011	Impvts Other Than Bldgs	470,000	-	470,000	-
31-90014	Misc. Maintenance	-	2,000	-	-
31-80200	Furniture	200,000	-	200,000	-
31-81002	Planning & Design	1,138,285	450,000	688,285	-
31-81003	Construction	9,710,728	35,000	9,675,728	-
33-81003	Construction	4,333,150	2,635,000	1,698,150	-
<b>PROJECT TOTAL</b>		<b>16,051,277</b>	<b>3,127,000</b>	<b>12,924,277</b>	<b>-</b>
<b>Project 950</b>	<b>Police Facility Painting</b>				
31-90014	Misc. Maintenance	50,000	42,500	-	7,500
<b>PROJECT TOTAL</b>		<b>50,000</b>	<b>42,500</b>	<b>-</b>	<b>7,500</b>
<b>Project 954</b>	<b>Corporation Yard Improvements</b>				
31-81003	Construction	75,000	60,000	-	-
<b>PROJECT TOTAL</b>		<b>75,000</b>	<b>60,000</b>	<b>-</b>	<b>-</b>
<b>Project 955</b>	<b>Townwide Irrigation System Enhancements</b>				
31-81003	Construction	25,000	-	-	25,000
<b>PROJECT TOTAL</b>		<b>25,000</b>	<b>-</b>	<b>-</b>	<b>25,000</b>
<b>Project 991</b>	<b>General Plan Update</b>				
31-81002	Planning and Design	-	-	203,650	-
<b>PROJECT TOTAL</b>		<b>-</b>	<b>-</b>	<b>203,650</b>	<b>-</b>
<b>Project 992</b>	<b>ADA Transition Plan Upgrades</b>				
31-81003	Construction	75,000	-	-	212,000
<b>PROJECT TOTAL</b>		<b>75,000</b>	<b>-</b>	<b>-</b>	<b>212,000</b>
<b>SUBTOTAL TYPE 3 CIP PROJECTS</b>		<b>16,276,277</b>	<b>3,229,500</b>	<b>13,415,427</b>	<b>244,500</b>
<b>TYPE 4 - Major Equipment / Fleet</b>					
<b>Project 983</b>	<b>Access Control at Town Facilities</b>				
31-81002	Planning and Design	10,000	20,000	15,000	-
31-81003	Construction	200,000	-	300,000	-
<b>PROJECT TOTAL</b>		<b>210,000</b>	<b>20,000</b>	<b>315,000</b>	<b>-</b>
<b>Project 985</b>	<b>Geographic Information System</b>				
31-81002	Planning And Design	25,105	25,105	-	-
<b>PROJECT TOTAL</b>		<b>25,105</b>	<b>25,105</b>	<b>-</b>	<b>-</b>
<b>Project 986</b>	<b>Town's IT Infrastructure Upgrades</b>				
31-81005	Equipment	30,000	30,000	50,000	-
<b>PROJECT TOTAL</b>		<b>30,000</b>	<b>30,000</b>	<b>50,000</b>	<b>-</b>

**CAPITAL IMPROVEMENT PLAN FY 2017-18**

<b>ACCOUNT</b>	<b>PROJECT</b>	<b>FY 2016-17 AMENDED</b>	<b>FY 2016-17 ESTIMATED</b>	<b>FY 2017-18 ADOPTED</b>	<b>AVAILABLE FUTURE CIP RESERVE</b>
<b>Project 987</b>	<b>Fleet Replacements</b>				
31-80002	Automobile Purchase	259,205	244,355	-	-
61-80002	Automobile Purchase - Fleet Replacement	50,000	50,000	102,000	-
<b>PROJECT TOTAL</b>		<b>309,205</b>	<b>294,355</b>	<b>102,000</b>	<b>-</b>
<b>SUBTOTAL TYPE 4 CIP PROJECTS</b>		<b>574,310</b>	<b>369,460</b>	<b>467,000</b>	<b>-</b>
<b>GRAND TOTAL CIP PROJECTS</b>		<b>17,256,587</b>	<b>3,704,960</b>	<b>15,807,427</b>	<b>1,512,559</b>





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 VIA: William Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: Farallon Company - Notices of Completion

## RECOMMENDATION

Staff recommends that the City Council by motion:

ACCEPT WORK PERFORMED BY FARALLON COMPANY ON PHASE 2 OF THE TOWN HALL PROJECT AS COMPLETE AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO FILE A NOTICE OF COMPLETION WITH THE COUNTY RECORDER'S OFFICE AND MAKE THE FINAL PAYMENT TO FARALLON COMPANY IN ACCORDANCE WITH STATE PROMPT PAYMENT LAWS

## EXECUTIVE SUMMARY

Farallon Company has completed their construction contract obligations for Phase 2 of the Town Hall Project, Mass Grading, Site Improvements and Foundations work. Farallon currently has two active contracts with the Town; one for mass grading, site improvements and foundation work ("Contract 1") and the second for completion of the remainder of the new building foundations, retaining walls and prep for the steel structure install ("Contract 2"). Both contracts are being brought before the City Council for approval to file a Notice of Completion for each contract.

## FISCAL IMPACT

The final contract amount for Contract 1 inclusive of approved change orders is \$1,451,317.50. Final expenditures on this phase came in at \$1,448,617.17 leaving a balance of \$2,700.31, which will be returned to the project contingency fund. The approved contract amount for Contract 2 is \$1,100,000. Final expenditures on this phase inclusive of change orders came in at \$985,602.27 leaving a balance of \$114,397.73, which will be returned to the project contingency fund.

Between both contracts, the projects came in under budget and will be collectively returning back the amount of \$117,098.04 to the project contingency fund.

## **BACKGROUND**

Phase 2 of the Town Hall Project was separated into two contracts and both were awarded to Farallon Company. On December 9, 2015, Contract 1 required that the contractor provide mass excavation effort of the site, under-pin (reinforce) the existing 1941 Town Hall building foundation, remove and recompact suitable material beneath the new building addition and backfill and compact to the new designed grade. The scope of work also included a portion of the retaining walls and foundation work.

Upon completion of Contract 1, Farallon Company was awarded the remainder of the work associated with the building foundations, retaining walls, installing imbeds for the steel structure and a portion of the site drainage.

## **ANALYSIS**

The contractor has been paid for all contract work to date minus retention.

Staff requests that the City Council accept work performed by Farallon Company on Phase 2 of the Town Hall Project as complete and authorize the Director of Public Works to file a Notice of Completion with the County Recorder's Office and make the final payment to Farallon Company in accordance with state prompt payment laws.

The filing of the Notice of Completion means:

- The Town is satisfied that Farallon Company has completed the project in accordance with the plans and specifications.
- At the time of the filing of the NOC, there has not been a claim filed against the Town.
- The Town accepts Farallon Company's work.
- The time frame for the Stop Notice Claims commences once the Notice of Completion has been filed with the County Recorder's Office.

Thirty days after the Notice of Completion has been recorded, if no claims from subcontractors and suppliers have been filed against the Town, the Town can release the remaining 5% retention to the contractor - \$72,430.86 for Contract 1 and \$49,280.13 for Contract 2.

To date there have been no stop notices or claims filed against the Town.

## **Council Adopted Values**

**Responsibility** is one of the values that the City Council adopted within their Strategic Plan. By approving this request and approving filing of the Notice of Completion, the Town would be finalizing the project, releasing the retention payment to the contractor and closing out the construction contract.

## **Alternatives**

The City Council can deny filing the notice of completion for these contracts if they deem the work under the contracts to be incomplete. The result would be that the Town will not file the notice of completion with the County Recorder's Office. Such action would increase the timeframe which subcontractors and material suppliers have to file claims and could also result



in a claim from the contractor if payment of the retention is not made within the timelines under state prompt payment laws.

### **CONCLUSION**

Staff has reviewed the work performed by Farallon Company and recommends that the City Council accept work performed by Farallon Company on Phase 2 of the Town Hall Project as complete and authorize the Director of Public Works to file a Notice of Completion (NOC) with the County Recorder's Office and make the final payment to Farallon Company in accordance with state prompt payment laws.

### **ATTACHMENTS**

- A. Notice of Completion – Mass Grading and Site Improvements
- B. Notice of Completion – Foundations



<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p>  <p><b>Town of Colma 1198 El Camino Real Colma, CA 94014-3212 Attn: Brad Donohue, PW Director</b></p>	<p>THE AREA ABOVE IS RESERVED FOR RECORDER'S USE</p>
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**[NO RECORDING FEE SHALL BE CHARGED PURSUANT TO GOVERNMENT  
CODE SECTIONS 6103 AND 27383]**

## TOWN OF COLMA

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The Town of Colma is the owner of a work of improvement described as the Mass Grading and Site Improvements Package – Colma Town Hall and Addition Project (hereafter, the “Work”), and of the real property on which the Work is situated, which real property is located in the County of San Mateo, State of California and specifically described as follows: [INSERT ADDRESS]; and
2. Farallon Company is the contractor that was awarded the construction contract by the Town of Colma for the Work, and
3. The Work was completed by Farallon Company and accepted by the Town of Colma on September 13, 2017; and
4. The nature of the interest of the Town of Colma is as a fee simple owner in the above-described real property; and
5. The name and address of the Town of Colma is 1198 El Camino Real, Colma, California 94014; and
6. I, Brad Donohue, Public Works Director of the Town of Colma, am authorized by the City Council of the Town of Colma to execute and file this Notice of Completion with the County Recorder of the County of San Mateo as an authorized agent of the Town of Colma. I have read the Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

---

(Date and Place)

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Brad Donohue  
Director of Public Works

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p>  <p><b>Town of Colma 1198 El Camino Real Colma, CA 94014-3212 Attn: Brad Donohue, PW Director</b></p>	<p>THE AREA ABOVE IS RESERVED FOR RECORDER'S USE</p>
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**[NO RECORDING FEE SHALL BE CHARGED PURSUANT TO GOVERNMENT  
CODE SECTIONS 6103 AND 27383]**

## TOWN OF COLMA

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The Town of Colma is the owner of a work of improvement described as the Foundation Package – Colma Town Hall Renovation and Addition Project (hereafter, the “Work”), and of the real property on which the Work is situated, which real property is located in the County of San Mateo, State of California and specifically described as follows: [INSERT ADDRESS]; and
2. Farallon Company is the contractor that was awarded the construction contract by the Town of Colma for the Work, and
3. The Work was completed by Farallon Company and accepted by the Town of Colma on September 13, 2017; and
4. The nature of the interest of the Town of Colma is as a fee simple owner in the above-described real property; and
5. The name and address of the Town of Colma is 1198 El Camino Real, Colma, California 94014; and
6. I, Brad Donohue, Public Works Director of the Town of Colma, am authorized by the City Council of the Town of Colma to execute and file this Notice of Completion with the County Recorder of the County of San Mateo as an authorized agent of the Town of Colma. I have read the Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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(Date and Place)

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Brad Donohue  
Director of Public Works



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Kirk Stratton, Chief of Police  
 VIA: William Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: Further Amendments to Preferential Parking Permit Plan

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## RECOMMENDATION

Staff recommends that the City Council:

INTRODUCE AN ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTIONS 6.02.020, 6.02.050 AND 6.02.070 RELATING TO PREFERENTIAL PARKING PERMITS, GUEST PARKING PERMITS AND TEMPORARY PARKING PERMITS, AND WAIVE A FURTHER READING OF THE ORDINANCE; and

ADOPT A RESOLUTION UPDATING THE COLMA ADMINISTRATIVE CODE, SUBCHAPTER 6.01 TO ELIMINATE DUPLICATIVE PROVISIONS OF THE MUNICIPAL CODE, CHAPTER 6.02, RELATED TO PREFERENTIAL PARKING ZONES AND PERMIT PARKING

## EXECUTIVE SUMMARY

The proposed ordinance would modify the existing preferential parking provisions in the Municipal Code to reduce the existing number of days temporary parking permits can be issued to qualified residents or qualified merchants. The existing ordinance allows temporary parking permits to be issued up to (30) thirty days with no cap on the number of times a qualified resident or merchant can request a temporary parking permit.

Staff is recommending that qualified residents and qualified merchants be allowed to request a temporary parking permit for up to (14) days, per request, and may only make the request no more than (15) times per year. Only one temporary parking permit may be in effect at one time.

Qualified residents and qualified merchants can make the request on line or in person. Temporary parking permits shall be picked up at the Colma Police Department upon presenting such proof as may be required by the Colma Police Department of a residence or place of business adjacent to the area designated as a preferential parking zone. Such proof may be in the form of a California driver license bearing a Colma address, or in the case of a qualified merchant, proof of business and vehicle information.

## **FISCAL IMPACT**

NONE

## **BACKGROUND**

Throughout the past year, staff has heard numerous concerns from the City Council, merchants, and residents of Sterling Park regarding parking issues. These concerns include the enforcement of parking permits, too many vehicles compared to the number of parking spaces, green zone enforcement hours, and problems with the permitting process itself.

During a study session in February 2017, staff presented a number of options on how to potentially alleviate some of these issues. Options included;

- Reducing the number of guest parking permits from two per residence to one
- Reducing the number of guest parking permits from two to none, therefore, a resident would have to request a temporary guest permit from the police department as needed
- Researching technology for automated guest permit processing
- Capping the number of parking permits issued per qualified dwelling to four
- Removing inoperable vehicles from private property
- Changing the parking hours for green zone located at ECR at F Street

During a second study session in March 2017, staff presented options on how to potentially alleviate parking issues to include;

- Reducing the number of guest parking permits from two (2) per residence to one (1)
- Reducing the number of guest parking permits from two (2) to zero (0)
- Using existing ordinance to request Temporary Parking Permits
- Capping the number of parking permits issued per qualified dwelling to four
- Petitioning CalTrans to change the hours of enforcement in green zones on ECR

On July 26, 2017, City Council agreed to revise the preferential parking provisions to cap the number of preferential parking permits issued to residents of qualified dwellings to (4) four and to reduce the number of guest parking permits to (0) zero.

After reviewing Municipal Code Section 6.02.050(d) regarding temporary parking permits, staff concluded that it was necessary to amend the existing ordinance and administrative code provisions. The amendments would assist in reducing the amount of parking congestion in the Sterling Park neighborhood, would make it fair and reasonable to those requesting temporary parking permits and would assist in deterring those who may abuse this privilege.

## **ANALYSIS**

Prior to revising the municipal parking code, parking permits were issued to qualified residents in the Sterling Park neighborhood every two years and were staggered by odd numbered



residential dwellings and even numbered residential dwellings. Colma Municipal Code Section 6.02.050 governed the process of issuing permits and stated the following, in relevant part:

*One Preferential Parking Permit shall be issued for each vehicle registered to a Qualified Resident.*

and,

*Two Guest Permits shall be issued to each dwelling unit in a preferential parking zone...*

Because the code provided for one permit per registered vehicle, there was no limitation on how many permits could be issued per resident or per dwelling unit. If a resident had eight cars registered to one address, that resident was legally entitled to eight permits. And because the code provided two guest parking permits per address, in the hypothetical example a single resident effectively received 10 permits. The Police Department found that approximately 12 Sterling Park residents had more than five permits issued in 2015 and 2016.

In calendar year 2016, 308 guest parking permits were issued to qualified residents. The number of parking permits issued in the calendar year 2016 to even-numbered dwellings was 266. In 2015, odd-numbered residences were issued 186 guest parking permits and 302 parking permits.

The number of parking permits issued for 2015 and 2016 combined was 568. The number of guest parking permits issued for 2015 and 2016 was 494. Thus, the total number of permits (comprised of both parking and guest parking) totaled 1,062. However, a 2000 study conducted by the Engineering Department determined a total of 564 parking spaces were in the Sterling Park neighborhood – leaving a deficit of nearly 500 parking spaces. The number of actual parking spaces includes parking in front of driveways.

Staff recommended eliminating the number of guest parking permits issued to dwelling units. This would decrease the total number of parking permits from 1,062 to 568 (assuming the same number of regular permits were issued). Staff had also discussed only issuing guest permits on an as-needed basis.

If guest permits were eliminated then a qualified resident wanting to obtain a parking permit for a guest or visitor, staying more than the 2 hour minimum, may request a temporary parking permit from the Police Department per the existing municipal code § 6.02.050(d) which reads, in part:

The Police Department shall also issue to any qualified resident or any qualified merchant a Temporary Permit for use by a visitor of the applicant, as follows:

(1) On an oral request of a qualified resident or merchant, the Police Department may issue a Temporary Permit for one day only, the date of use authorized by such permit being no later than ten days after issuance

(2) On a written request of a qualified resident or merchant showing that issuance of a temporary permit is for the benefit of the resident or merchant and that it is reasonable to request a temporary permit for a period longer than one day, the Police Department

shall issue a Temporary Permit for up to thirty (30) days, the last date of such use being no later than forty (40) days of issuance.

Staff also recommended placing a cap on the number of preferential parking permits issued for each dwelling to no more than four. Vehicles have to be registered to a resident at the qualified dwelling. As noted above, there were approximately 12 residents in the entire neighborhood that had five or more regular parking permits.

Staff also agreed to research additional parking enhancements, including a more automated permitting process (this could be tied to the issuance of guest permits on an as-needed only basis), modification to the parking code (hours of enforcement and other potential changes) and development of additional parking areas.

A reduction in guest parking permits may also reduce the potential for unlawful acts listed in Colma Municipal Code § 6.02.070. These unlawful acts may include selling, renting or leasing any preferential parking permit.

The Colma Police Department will continue to enforce unlawful acts, parking prohibitions and the vehicle code.

### **Council Adopted Values**

Modifying the existing Preferential Parking Code to better address the needs of the Sterling Park neighborhood is consistent with the Council's value of *Responsibility* because Council is considering the negative impacts of parking issues on the community, and with the Council's value of *Vision* because potential modifications to the code can be an innovative way to enhance quality of life for our residents.

### **Alternatives**

Amending the existing ordinance and administrative code provisions would enhance the quality of life by reducing the amount of parking congestion in the Sterling Park neighborhood, would make it fair and reasonable to those requesting temporary parking permits and would assist in deterring those who may abuse this privilege.

The alternative would be to not amend the ordinance or the administrative code and to continue to have parking congestion that negatively impacts residents in the Sterling Park neighborhood and the quality of life.

### **CONCLUSION**

Staff is recommending that Council introduce the ordinance and adopt the resolution.

### **ATTACHMENTS**

- A. Ordinance
- B. Resolution

**ORDINANCE NO. \_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTIONS 6.02.020, 6.02.050  
AND 6.02.070 RELATING TO PREFERENTIAL PARKING PERMITS, GUEST PARKING  
PERMITS AND TEMPORARY PARKING PERMITS**

The City Council of the Town of Colma does ordain as follows:

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**ARTICLE 1. RECITALS.**

- (a) Parking has been a long term issue in the Sterling Park neighborhood.
  - (b) Past regulatory efforts have focused primarily on commuter parking impacts due to the nearby Colma BART station.
  - (c) There continues to be a limited number of parking spaces relative to the number of residents' vehicles.
  - (d) The Town finds that limiting the number of preferential parking permits for residents and the number of temporary permits, and eliminating separate guest permits, is in the best interests of the health, safety, and general welfare of the residents of Colma.
- 

**ARTICLE 2. INCORPORATION OF RECITALS.**

The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

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**ARTICLE 3. CMC SECTION 6.02.020 AMENDED.**

Section 6.02.020, subsection (g), shall be and hereby is added to the Colma Municipal Code as follows:

"(g) Limits on the number of preferential parking permits and temporary parking permits is reasonable and necessary to provide greater harmony between the number of parking permits and the number of parking spaces within the preferential parking zone in order to ensure the effectiveness of the preferential parking program."

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**ARTICLE 4. CMC SECTION 6.02.050 AMENDED.**

Colma Municipal Code, Section 6.02.050, shall be and hereby is amended and restated to read as follows:

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#### **"6.02.050 Issuance of Permits.**

(a) *Applications.* The Police Department shall issue permits, in a form to be determined by the Police Department and consistent with the provisions of this article, for preferential parking to qualified residents and qualified merchants who have completed an application form supplied by the Police Department. Applicants for such permits shall present such proof as may be required by the Police Department of a residence or place of business adjacent to the area designated as a preferential parking zone.

(b) *Preferential Parking Permits.* ~~One Preferential Parking Permit~~ Up to four (4) Preferential Parking Permits shall be issued ~~for each vehicle registered to a Qualified Resident per dwelling unit in a preferential parking zone, for each vehicle registered to a Qualified Resident that resides at the permitted dwelling unit.~~ One Preferential Parking Permit shall may be issued to each non-resident employee of a Qualified Merchant upon request to the Chief of Police. A Preferential Parking Permit shall remain effective for a period of no more than two years, or until the preferential parking zone for which such permit was issued is eliminated, or the permits previously issued are re-issued under a different time-frame in the sole discretion of the Town, whichever is less. ~~The Chief of Police is authorized to issue preferential permits on an staggered basis.~~

~~(c) *Guest Permits.* Two Guest Permits shall be issued to each dwelling unit in a preferential parking zone, and two Guest Permits to each qualified merchant in a preferential parking zone if there is no green zone in front of such merchant's place of business. Guest Permits shall be valid only during the calendar year in which they are issued. Guest permits shall only be valid when displayed on vehicles not owned or registered to a Qualified Resident, are for use on passenger motor vehicles only and shall not be used for boats, trailers, recreational vehicles, vehicles with a manufacturers' gross vehicle weight rating of more than 12,000 pounds, or vehicles for hire."~~

(c) *Temporary Permits.* The Police Department ~~shall~~ may also issue to any qualified resident or any qualified merchant a Temporary Permit for use by a bona fide visitor of the applicant, as follows:

~~(1) On an oral request of a qualified resident or merchant, the Police Department may issue a Temporary Permit for one day only, the date of use authorized by such permit being no later than ten days after issuance; and~~

(1) On a written request of a qualified resident or merchant showing that issuance of a temporary permit is for the benefit of the resident or merchant and that it is reasonable to request a temporary permit for a period longer than one day, the Police Department may issue a Temporary Permit for up to fourteen (14) days. The request can be made through the Town's website or in person and must include the license plate number of the visitor's vehicle. A Temporary Permit may be denied based on misuse (e.g. the qualified resident has used the Temporary Permit to facilitate repeated access to BART, rather than for bona fide visitor of the qualified resident). Temporary Permits may be issued for up to fourteen (14) days. No more than fifteen temporary permits may be issued per dwelling per year regardless of the number of qualified residents residing at the dwelling, and no more than one permit may be in effect at one time. The resident/merchant

must retrieve each Temporary Permit in person at the Police Department and show a California driver license with a Colma address (or other proof of residency deemed appropriate by the Chief of Police) or that he/she is a qualified merchant.

(d) *Placement.* Resident and Merchant Permits must be displayed from inside the rear window on the driver's side of the vehicle (except for convertibles in which case the Permit must be displayed inside the front windshield), with the permit number or vehicle license number clearly visible from the outside. Temporary Permits must be suspended from the rear view mirror of the automobile, with the permit number or vehicle license number clearly visible from the outside

(e) *Conditions of permit.* Each parking permit shall be subject to all conditions and restrictions set forth in this section and of the preferential parking zone for which it is issued.

(f) *Other Laws and Regulations.* The issuance of a parking permit shall not be construed to be a permit for, or approval of, any violation of any provision of this Code or any other laws or regulations.

(g) *Fees.* No fee shall be charged for issuance of a permit except that the city council may, by resolution, set a fee for replacement of lost or destroyed permits.

(h) *Appeals.* Any person who has been denied a permit may appeal that decision to the City Manager by giving written notice thereof within ten (10) days after the decision of the Police Department.

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## **ARTICLE 5. CMC SECTION 6.02.070 AMENDED.**

Colma Municipal Code, Section 6.02.070, shall be and hereby is amended and restated to read as follows:

### **6.02.070 Unlawful Acts; Punishments.**

(a) It shall be unlawful to do, or cause, any of the following, and any person who does or causes to be done any of the following shall be guilty of a misdemeanor:

- (1) During the hours between 8:00 AM and 9:00 PM from Monday through Friday, inclusive, except holidays, to stop, park or leave any vehicle standing for more than two hours in a preferential parking zone unless an unexpired permit validly issued pursuant to this ordinance is prominently displayed in the manner provided herein, except as otherwise provided in Municipal Code Section 6.02.325, or unless the vehicle is exempt from this prohibition;
- (2) To sell, rent or lease, or cause to be sold, rented or leased, for any value or consideration, any preferential parking permit;
- (3) To buy or otherwise acquire for value or use any preferential parking permit;

- (4) To falsely represent himself or herself as eligible for a parking permit or to furnish false information in an application for a permit;
- (5) To copy, reproduce, or otherwise bring into existence a facsimile or counterfeit parking permit, or to alter a parking permit;
- (6) ~~(A)~~ To display a Residential or Merchant Parking Permit in a vehicle other than the vehicle for which such Permit was issued; or
- (7) ~~(B)~~ To remove chalk marks placed on tires by the Police Department.

(b) Violation of any of the provisions of the foregoing paragraph shall constitute a misdemeanor punishable as set forth in section 1.05.010 of the Colma Municipal Code and a public nuisance subject to the provisions of Subchapter 2.01 of Chapter One of the Colma Municipal Code (section 2.01.010, et seq). In addition to any other remedy provided by law or ordinance, upon proof of a violation of this ordinance, the Town may revoke all preferential parking permits issued to the dwelling unit in which the person who violated this ordinance resided or the place of business in which the person who violated this ordinance is employed.

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#### **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.

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#### **ARTICLE 7. NOT A CEQA PROJECT.**

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

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#### **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.

### Certificate 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 \_\_\_\_\_, 2017 and duly adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2017 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor					
Raquel "Rae" Gonzalez					
Joanne F. del Rosario					
John Irish Goodwin					
Diana Colvin					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fiscaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk





**RESOLUTION NO. 2017-\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION UPDATING THE COLMA ADMINISTRATIVE CODE, SUBCHAPTER 6.01 TO  
ELIMINATE DUPLICATIVE PROVISIONS OF THE MUNICIPAL CODE, CHAPTER 6.02,  
RELATED TO PREFERENTIAL PARKING ZONES AND PERMIT PARKING**

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

**1. Background.**

- (a) Parking has been a long term issue in the Sterling Park neighborhood.
- (b) Past regulatory efforts have focused primarily on commuter parking impacts due to the nearby Colma BART station.
- (c) There continues to be a limited number of parking spaces relative to the number of residents' vehicles.
- (d) The Town finds that limiting the number of preferential parking permits for residents and the number of temporary permits is in the best interests of the health, safety, and general welfare of the residents of Colma.
- (e) The Administrative Code provisions regarding issuance of parking permits (Section 6.01.040) and parking prohibitions (Section 6.01.050) are contained in the Colma Municipal Code, and therefore such duplication is appropriately deleted from the Administrative Code.

**2. Order**

- (a) The Colma Administrative Code, Subchapter 6.01 – Preferential Parking Zones and Permit Parking is hereby amended and restated in full as set forth in Exhibit A, attached hereto and incorporated herein by reference.
- (b) This resolution shall become operative upon the effective date of Ordinance No. \_\_, entitled "ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTIONS 6.02.020, 6.02.050 AND 6.02.070 RELATING TO PREFERENTIAL PARKING PERMITS, GUEST PARKING PERMITS AND TEMPORARY PARKING PERMITS."

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### Certification of Adoption

I certify that the foregoing Resolution No. 2017-\_\_ was duly adopted at a regular meeting of said City Council held on September 13, 2017 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Diana Colvin					
John Irish Goodwin					
Voting Tally					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

**CHAPTER SIX. PARKING AND TRAFFIC****Subchapter 6.01 - Preferential Parking Zones And Permit Parking****6.01.010. Findings.**

The City Council finds that:

- (a) Commuter vehicles substantially and regularly interfere with the use of the majority of available public street parking spaces in the Sterling Park residential area by adjacent residents and merchants;
- (b) A shortage of reasonably available and convenient residential-related parking spaces exists in the Sterling Park residential area;
- (c) Commuter vehicles being driven or parked in the area of the Sterling Park residential area cause or are the source of unreasonable noise, traffic hazards, and environmental pollution;
- (d) The establishment of preferential parking zones is required to enhance or protect the quality of life in Sterling Park residential area and to make parking reasonably available and convenient for the benefit of adjacent residents and merchants;
- (e) The establishment of preferential parking zones in the Sterling Park residential area will also encourage the use of carpooling and mass transit by commuters; and
- (f) No alternative solution to the problems caused by commuter parking is reasonably feasible or practical.

[History: Adopted Res. 99-19, 5/26/99, effective 6/30/99]

**6.01.020. Definitions.**

As used herein, the following words and phrases shall be given the meaning shown:

- (a) Commuter vehicle means a vehicle operated by a person whose destination is outside of the Sterling Park residential area;
- (b) Preferential parking zone shall mean the streets designated by the city council for permit parking.
- (c) Qualified merchant shall mean a business fronting a preferential parking zone;
- (d) Qualified resident shall mean a person who lives in a dwelling unit fronting a preferential parking zone; and
- (e) Sterling Park residential area shall mean Clark Street, B Street, C Street, D Street, E Street and F Street in the Town of Colma, except that portion of F street between Clark Street and the Colma Corporation Yard (601 F Street.)

(f) Old Mission Road residential parking area shall mean the southwesterly side of Old Mission Road beginning at the northern curb of the property line serving 1431 Mission Road and extending 181 feet northerly from that point; and the northeasterly side of Old Mission Road directly across from the residential properties on the southwesterly side of Old Mission Road of 1431, 1433, 1439, 1445, 1451, and 1457 Mission Road, 181 feet to match the southwesterly side of Old Mission Road of 181 feet.

[History: Adopted Res. 99-19, 5/26/99; Amended by Res. 2003-28, 6/25/03; Res. 2007-63, 10/10/07]

#### **6.01.030. Establishment of Preferential Parking Zones.**

The Sterling Park residential parking area and the Old Mission Road residential parking area are hereby designated as a preferential parking zone for the benefit of qualified residents and merchants. In a preferential parking zone, vehicles displaying a permit shall be exempt from parking prohibitions or restrictions otherwise posted, marked or noticed.

[History: Adopted Res. 99-19, 5/26/99, effective 6/30/99; amended Res. 2003-28, effective 6/25/03]

#### **6.01.040. ~~Issuance of Permits~~ Reserved.**

~~(a) *Applications.* The Police Department shall issue permits, in a form to be determined by the Police Department and consistent with the provisions of this article, for preferential parking to qualified residents and qualified merchants who have completed an application form supplied by the Police Department. Applicants for such permits shall present such proof as may be required by the Police Department of a residence or place of business adjacent to the area designated as a preferential parking zone.~~

~~(b) *Residential Permits.* A Residential Parking Permit shall be issued for each vehicle registered to a Qualified Resident and shall remain effective for a period of no more than two years, or until the preferential parking zone for which such permit was issued is eliminated, whichever is less. The Chief of Police is authorized to issue preferential permits on a staggered basis.~~

~~(c) *Merchant Permits.* A Merchant Parking Permit shall be issued for one vehicle for each employee regularly employed by a qualified merchant and shall remain effective for as long as the permit holder is employed by a qualified merchant or until the preferential parking zone for which such permit was issued is eliminated, whichever period is less.~~

~~(d) *Guest Permits.* Two Guest Permits shall be issued to each dwelling unit in a preferential parking zone, and two Guest Permits to each qualified merchant in a preferential parking zone if there is no green zone in front of such merchant's place of business. Guest Permits shall be valid only during the calendar year in which they are issued. Guest permits shall only be valid when displayed on vehicles not owned or registered to a Qualified Resident, are for use on passenger motor vehicles only and shall not be used for boats, trailers, recreational vehicles, vehicles with a manufacturers' gross vehicle weight rating of more than 12,000 pounds, or vehicles for hire.~~

~~(e) — *Temporary Permits.* The Police Department shall also issue to any qualified resident or any qualified merchant a Temporary Permit for use by a visitor of the applicant, as follows:~~

~~(i) On an oral request of a qualified resident or merchant, the Police Department may issue a Temporary Permit for one day only, the date of use authorized by such permit being no later than ten days after issuance; and~~

~~(ii) On a written request of a qualified resident or merchant showing that issuance of a temporary permit is for the benefit of the resident or merchant and that it is reasonable to request a temporary permit for a period longer than one day, the Police Department shall issue a Temporary Permit for up to thirty (30) days, the last date of such use being no later than forty (40) days of issuance.~~

~~(f) *Placement.* Resident and Merchant Permits must be displayed from inside the rear window on the drivers side of the vehicle (except for convertibles in which case the Permit must be displayed inside the front windshield), with the permit number or vehicle license number clearly visible from the outside. Guest and Temporary Permits must be suspended from the rear view mirror of the automobile, with the permit number or vehicle license number clearly visible from the outside.~~

~~(g) *Conditions of permit.* Each parking permit shall be subject to all conditions and restrictions set forth in this section and of the preferential parking zone for which it is issued.~~

~~(h) *Other Laws and Regulations.* The issuance of a parking permit shall not be construed to be a permit for, or approval of, any violation of any provision of this Code or any other laws or regulations.~~

~~(i) *Fees.* No fee shall be charged for issuance of a permit except that the city council may, by resolution, set a fee for replacement of lost or destroyed permits.~~

~~(j) *Appeals.* Any person who has been denied a permit may appeal that decision to the City Manager by giving written notice thereof within ten (10) days after the decision of the Police Department.~~

~~[History: Adopted Res. 99-19, 5/26/99, effective 6/30/99; Res. 2007-63, 10/10/07]~~

#### **6.01.050. Prohibitions Reserved.**

~~(a) — It shall be unlawful to do, or cause, any of the following, and any person who does or causes to be done any of the following shall be guilty of a misdemeanor:~~

~~During the hours between 8:00 AM and 9:00 PM from Monday through Friday, inclusive, except holidays, to stop, park or leave any vehicle standing for more than two hours in a preferential parking zone unless an unexpired permit validly issued pursuant to this ordinance is prominently displayed in the manner provided herein, except as otherwise provided in Municipal Code Section 6.02.325, or unless the vehicle is exempt from this prohibition;~~

~~To sell, rent or lease, or cause to be sold, rented or leased, for any value or consideration, any preferential parking permit.;~~

~~To buy or otherwise acquire for value or use any preferential parking permit;~~

~~To falsely represent himself or herself as eligible for a parking permit or to furnish false information in an application for a permit;~~

~~To copy, reproduce, or otherwise bring into existence a facsimile or counterfeit parking permit, or to alter a parking permit;~~

~~To display a Residential or Merchant Parking Permit in a vehicle other than the vehicle for which such Permit was issued; or~~

~~To remove chalk marks placed on tires by the Police Department.~~

~~(b) — Violation of any of the foregoing provisions shall constitute a public nuisance subject to the provisions of Subchapter 11 of Chapter One of the Colma Municipal Code (section 1.11.01 et seq). In addition to any other remedy provided by law or ordinance, upon proof of a violation of this ordinance, the Town may revoke all preferential parking permits issued to the dwelling unit in which the person who violated this ordinance resided or the place of business in which the person who violated this ordinance is employed.~~

~~{History: Adopted Res. 99-19, 5/26/99, effective 6/30/99; Res. 2007-63, 10/10/07; Res. 2011-42, 11/17/11}~~

#### **6.01.060. Exemptions.**

The following vehicles are exempt from the prohibition against parking in a preferred parking district without a permit, provided that the driver of the vehicle shall be responsible for identifying the vehicle as exempt in a manner prescribed by the Police Department:

- (a) An emergency vehicle, including a police car, fire truck and ambulance.
- (b) A utility vehicle owned by or operated under contract to a utility, whether privately, municipally or publicly owned, when used in the construction, operation, removal, or repair of utility property or facilities or engaged in authorized work in the designated preferential parking zone;
- (c) A government-owned vehicle identified when used in the course of official government business;
- (d) A commercial vehicle or trailer engaged in loading or unloading property, or parked in connection with or in aid of the performance of a service to or on a property located in the block in which such vehicle is parked; and
- (e) A privately-owned vehicle used on official Town business by a Town employee, an independent contractor of the Town, or an employee of an independent contractor of the Town.

[History: Adopted Res. 99-19, 5/26/99, effective 6/30/99]



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brian Dossey, Administrative Services Director  
 VIA: William C. Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: League of California Cities Resolutions

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## RECOMMENDATION

Staff recommends that the City Council approve:

MOTION DIRECTING THE VOTING DELEGATE TO VOTE IN SUPPORT OF THE TWO RESOLUTIONS THAT ARE BEING CONSIDERED AT THE 2017 LEAGUE OF CALIFORNIA CITIES CONFERENCE ON SEPTEMBER 15, 2017.

## EXECUTIVE SUMMARY

The Annual Business meeting at the League Conference is on Friday, September 15, 2017. This year there will be two resolutions that will be considered and voted on. The purpose of the staff report is to direct the voting delegate on how the Town wishes to vote at the Business meeting.

## FISCAL IMPACT

There is no direct fiscal impact associated with this action. Attendance at various conferences is budgeted in the 2017 – 18 budget

## BACKGROUND

As the Council knows, Colma has been a member of the League of California Cities for many years. In order for a representative from the Town to vote on Colma's behalf on key policy-related issues, the Council must officially designate someone as a voting delegate. The delegate does not necessarily need to be an elected official.

At the June 28, 2017 meeting, the City Council appointed the Administrative Services Director as the alternate voting delegate to attend the Business Meeting at the Annual League of California Cities Conference in September.

## ANALYSIS

Staff is seeking input on how to vote at the Business Meeting at the League of California Cities Annual Conference. There are two resolutions that will be considered and voted on.

## RESOLUTIONS REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

1. A Resolution of the League of California Cities calling upon the Governor and Legislature to enter into discussion with League and other Public Safety Stakeholders to identify and implement strategies that will reduce the unintended negative impacts of existing criminal law.

*Staff has contacted Police Chief, Kirk Stratton regarding the proposed resolution above, and he is in favor of this legislative action. The Colma Police Department has experienced an increase in crime, specifically, drugs and thefts as a result of AB 109 and Proposition 47.*

2. A Resolution of the League of California Cities supporting Legislation amending Government Code Section 3861 to clarify the definition of Local Control providing Broad Statutory Authority for Local Officials to determine Emergency Service Levels and Direct Medical Response within their Jurisdictions.

*Staff has also contacted Chief Balton with the Colma Fire Protection District (CFPD) and he stated the CFPD supports this resolution because the CFPD believes in local control and also that the legislation regarding Local Emergency Medical Services Agencies needs to be clarified to limit their authority to policy and contractual only.*

Staff has also attached the League of California Cities Annual Resolution Packet for City Council's review.

### **Council Adopted Values**

Participating in the annual Business Meeting furthers the Council's adopted values of **responsibility** and **vision** because providing input on important local, regional and state policy issues protects the Town's long term financial stability and other interests.

### **CONCLUSION**

Staff recommends the City Council approve a motion directing the voting delegate to vote in support of the two resolutions being considered at the 2017 League of California Cities Annual Business Meeting.

### **ATTACHMENTS**

- A. League of California Cities Annual Resolution Packet





*Annual Conference  
Resolutions Packet*

*2017 Annual Conference Resolutions*



*Sacramento, California  
September 13 – 15, 2017*

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

**POLICY COMMITTEES:** One policy committee will meet at the Annual Conference to consider and take action on the resolutions referred to it. The committee is Public Safety. The committee will meet from 9:00 – 11:00 a.m. on Wednesday, September 13, at the Hyatt Regency. The sponsors of the resolutions have been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 14, at the Hyatt Regency in Sacramento, to consider the report of the policy committee regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 14. Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## LOCATION OF MEETINGS

### **Policy Committee Meetings**

Wednesday, September 13  
Hyatt Regency Sacramento  
1209 L Street, Sacramento  
**9:00 – 11:00 a.m.:** Public Safety

### **General Resolutions Committee**

Thursday, September 14, 1:00 p.m.  
Hyatt Regency Sacramento  
1209 L Street, Sacramento

### **Annual Business Meeting and General Assembly Luncheon**

Friday, September 15, 12:30 p.m.  
Sacramento Convention Center  
1400 J Street, Sacramento

**KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number                      Key Word Index                      Reviewing Body Action

		1	2	3
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1 - Policy Committee Recommendation  
to General Resolutions Committee  
2 - General Resolutions Committee  
3 - General Assembly

**PUBLIC SAFETY POLICY COMMITTEE**

		1	2	3
1	Implement Strategies to Reduce Negative Impacts of Recent Changes to Criminal Laws			
2	Local Control for Emergency Medical Response			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

## **KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)**

Resolutions have been grouped by policy committees to which they have been assigned.

### **KEY TO REVIEWING BODIES**

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

### **KEY TO ACTIONS TAKEN**

- |   |   |
|---|---|
| A | Approve   |
| D | Disapprove                                      |
| N | No Action                                       |
| R | Refer to appropriate policy committee for study |

### **ACTION FOOTNOTES**

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

- |     |   |
|-----|---|
| a   | Amend+  |
| Aa  | Approve as amended+   |
| Aaa | Approve with additional amendment(s)+                       |
| Ra  | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+                            |
| Da  | Amend (for clarity or brevity) and Disapprove+              |
| Na  | Amend (for clarity or brevity) and take No Action+          |
| W   | Withdrawn by Sponsor  |

### **Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

## 2017 ANNUAL CONFERENCE RESOLUTIONS

### RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

#### **1. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSION WITH LEAGUE AND OTHER PUBLIC SAFETY STAKEHOLDERS TO IDENTIFY AND IMPLEMENT STRATEGIES THAT WILL REDUCE THE UNINTENDED NEGATIVE IMPACTS OF EXISTING CRIMINAL LAW**

Source: City of Whittier

Concurrence of five or more cities/city officials: Cities: La Mirada; Lakewood; Monrovia; Pico Rivera; Rolling Hills; Santa Fe Springs; and South Gate

Referred to: Public Safety Policy Committee

Recommendation to General Resolutions Committee:

**WHEREAS**, during the past several years, State legislative changes have made fundamental alterations to the fabric of California's criminal justice system. Many of those changes have been needed and necessary, as not all crimes should be punished with jail sentences; and

**WHEREAS**, California cities, counties, and the State, however, are facing increased crime which endangers the health and safety of police officers, residents, business owners, and property due to some of these legislative changes which created a situation where violent and career criminals are serving little to no prison time; and

**WHEREAS**, negative impacts from State legislative changes have been far reaching and crime rates and the number of victims are skyrocketing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders; and

**WHEREAS**, incentives for offenders to voluntarily enroll in substance abuse programs have diminished, which has had the effect of eroding the safety of our communities; and

**WHEREAS**, AB 109 transferred nearly 45,000 felons from the State prison system to local jail facilities, which were not designed to house criminals on a long-term basis and were unprepared for such an increase in incarcerations, resulting in lower-level criminals being released early, directly impacting rising property crime rates throughout the State; and

**WHEREAS**, many probationers who have severe mental illness are released into communities where they continue to commit crimes that adversely impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

**WHEREAS**, Proposition 47, The Safe Neighborhoods and Schools Act, downgraded a number of serious crimes from felonies to misdemeanors—drug possession, repeated shoplifting, forging checks, gun theft, and possession of date-rape drugs; and

**WHEREAS**, Proposition 57 categorizes rape by intoxication, rape of an unconscious person, human trafficking involving sex with minors, drive-by shooting, assault with a deadly weapon, domestic violence, hate crime causing physical injury, and corporal injury to a child as “non-violent” felonies and offenders convicted of violating such laws are able to avoid appropriate prison sentences; and

**WHEREAS**, under Proposition 57, criminals who commit multiple crimes against multiple victims will be eligible for release at the same time as offenders who only committed a single crime against a single victim and allows repeat criminals to be eligible for release after the same period of incarceration as first time offenders; and

**WHEREAS**, cities must join together to voice their concerns for these legislative changes that have created an adverse impact on the safety of residents and businesses in local communities.

**NOW, THEREFORE, BE IT RESOLVED** by the General Assembly of the League of California Cities, assembled in Sacramento on September 15, 2017, to:

1. Direct League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent and future criminal law based on appropriate documentation by local agencies to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.
2. Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.
3. Continue to advocate to place into law that for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following:
  - Murder or voluntary manslaughter.
  - Mayhem.
  - Rape.
  - Sodomy by force, violence, duress, menace, or threat of great bodily harm.
  - Oral copulation by force, violence, duress, menace, or threat of great bodily harm.
  - Lewd acts on a child under the age of 14 years.
  - Any felony punishable by death or imprisonment in the state prison for life.
  - Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven.
  - Attempted murder.
  - Assault with intent to commit rape or robbery.



- Assault with a deadly weapon or instrument on a peace officer.
  - Assault by a life prisoner on a non-inmate.
  - Assault with a deadly weapon by an inmate.
  - Arson.
  - Exploding a destructive device or any explosive with intent to injure.
  - Exploding a destructive device or any explosive causing great bodily injury.
  - Exploding a destructive device or any explosive with intent to murder.
  - Robbery.
  - Kidnapping.
  - Taking of a hostage by an inmate of a state prison.
  - Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
  - Any felony in which the defendant personally used a dangerous or deadly weapon.
  - Escape from a state prison by use of force or violence.
  - Assault with a deadly weapon.
  - Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22.
  - Carjacking.
  - Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
  - Throwing acid or flammable substances with intent to injure.
  - Continuous sexual abuse of a child.
4. Request the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.
  5. Encourage the collection and organization of real world data from cities and counties on the universe of post-release community supervision (PRCS) offenders.
  6. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of recent policy changes to the criminal justice system.
  7. Call for the Governor and the Legislature to work with the League and others stakeholders to consider and implement such criminal justice system reforms.

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## **Background Information on Resolution No. 1**

**Source:** City of Whittier

### **Background:**

During the past several years, State legislative changes have made fundamental alterations to the fabric of California's criminal justice system. Some changes have been needed, as not all crimes should be punished with jail sentences. These changes included AB 109 as well as Propositions 47 and 57.

Approved in 2011, AB 109 was approved, transferring nearly 45,000 felons from the State prison system to local jail systems, resulting in lower-level criminals being released early. Then, Proposition 47, so called The Safe Neighborhoods and Schools Act, was approved by California voters in 2014. It reclassified and downgraded a number of serious crimes from felonies to misdemeanors. Similarly, Proposition 57, called The Public Safety and Rehabilitation Act, was approved by voters in 2016 and allows the State to provide for the release of up to 30,000 criminals convicted of "non-violent" felonies, including rape by intoxication, driveby shooting, human trafficking involving sex act with minors, assault with a deadly weapon, to name a few. Additionally, under Prop 57 repeat criminals are eligible for release after the same period of incarceration as first time offenders.

Now, California cities and counties are facing increasing crime rates which are being connected to these legislative actions which created a situation where violent and career criminals are serving little to no prison time while low-level offenders commit multiple crimes with limited consequences. This increasing level of crime endangers the health and safety of our residents, police officers, and property. Negative impacts from these State legislative changes have been far reaching, and crime rates and the number of victims are increasing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders.

As an example, the Public Policy Institute of California reports since 2015:

- California has experienced an uptick in overall crime
- Property crime is up 145%, violent crime up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB109

To make matters even worse, during the past two years we've seen officers shot, wounded and killed in communities throughout California including Whittier, Downey, Lancaster, Palm Springs, San Diego, Stanislaus County, and Modoc County. Further, the number of U.S. police officers killed in the line of duty hit a five-year high in 2016. The National Law Enforcement Officers Memorial Fund's preliminary report shows that this year's 135 fatalities were a 10% increase over the 123 officers who died in the line of duty last year.

When taken together the increases in crime in our communities and reductions in arrests for many crimes plus violent attacks against police officers underscores the need for a call to action amongst California's state and local leaders. This conference resolution is an important first step and seeks to initiate both a dialogue as well as actions to begin reforming California's criminal justice system by requesting that League staff analyze the negative impacts of recent criminal law, identify necessary changes, and work with stakeholders to promote support for such advocacy efforts. The resolution also calls on the Governor, Legislature, cities, and other stakeholders to work together toward reforms.

The resolution contains three specific reforms:

1. Address Issues with AB 109

The conference resolution promotes the amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.

2. Revise the Definition of Violent Crime

The resolution calls for the League to advocate to place into law for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following crimes:

- Murder or voluntary manslaughter
- Mayhem
- Rape
- Sodomy by force, violence, duress, menace, or threat of great bodily harm
- Oral copulation by force, violence, duress, menace, or threat of great bodily harm
- Lewd acts on a child under the age of 14 years
- Any felony punishable by death or imprisonment in the state prison for life
- Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven
- Attempted murder
- Assault with intent to commit rape or robbery
- Assault with a deadly weapon or instrument on a peace officer
- Assault by a life prisoner on a non-inmate
- Assault with a deadly weapon by an inmate
- Arson
- Exploding a destructive device or any explosive with intent to injure
- Exploding a destructive device or any explosive causing great bodily injury
- Exploding a destructive device or any explosive with intent to murder
- Robbery
- Kidnapping
- Taking of a hostage by an inmate of a state prison

- Attempt to commit a felony punishable by death or imprisonment in the state prison for life
- Any felony in which the defendant personally used a dangerous or deadly weapon
- Escape from a state prison by use of force or violence
- Assault with a deadly weapon
- Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22
- Carjacking
- Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
- Throwing acid or flammable substances with intent to injure.
- Continuous sexual abuse of a child.

3. Data Sharing

The resolution requests the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

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**League of California Cities Staff Analysis on Resolution No. 1**

Staff: Tim Cromartie  
 Committee: Public Safety

**Summary:**

This Resolution seeks to address increases in crime in the wake of AB 109 (2011), Proposition 47 (2014), which reclassified a host of felony offenses as misdemeanors, and Proposition 57 (2016), which revised the rules of parole for what are designated “non-violent” offenders under the California Penal Code, but in fact comprise a number of criminal acts that are violent in nature, or may be committed to facilitate a violent outcome (for example, discharging a firearm from a motor vehicle).

This Resolution would direct staff to seek legislation expanding the term “violent felony” as defined in the California Penal Code; to tighten the criteria for the release of non-violent, non-serious, non-sex offender inmates; to mandate consideration of an inmate’s entire criminal history as part of the deliberations involving whether to grant individual parole; and to consider creation of a task force that would be charged with issuing a report recommending further changes in law, and supported by documentation collected by local agencies and other key stakeholders.

**Background:**

Since 2011, changes in state law, starting with AB 109, altered the fabric of California's criminal justice system. In 2011, AB 109 began to shift nearly 45,000 felons from the state prison system to local county jails. Prior to AB 109, many of California's more heavily populated counties already had jail systems that were operating under court-ordered or self-imposed population caps. As a result, AB 109 implementation triggered changes in that county jails experienced over time an influx of a rougher class of offender, and many lower level petty criminals committing new offenses were simply booked and released, serving no jail time at all.

Proposition 47 followed in 2014, reclassifying a host of felony offenses as misdemeanors and increasing the threshold amount for a felony charge of grand theft from \$450.00 to \$900.00. The effect of this change was to significantly stimulate the volume of petty theft, shoplifting, auto theft, and organized retail theft (shoplifting involving multiple persons with cell phones, designated getaway drivers, and a pre-determined escape route often involving a short trip to a major highway). Proposition 57, approved by voters in 2016, facilitates the potential early release of a large number of "non-violent" offenders by providing that inmates are eligible for parole once they have served 100% of their base sentence, without regard to any time served as a result of any sentencing enhancements. The universe of "non-violent" offenders could include individuals who have committed the following offenses: rape by intoxication, attempted drive-by shooting, assault with a deadly weapon, throwing acid with the intent to disfigure, to name but a few offenses. Since current law defines a "non-violent offender" based on the individual's most recent commitment offense, even if the individual is a repeat offender, the State Parole Board must still consider that person's parole application.

This state of affairs includes factors such as a higher proportion of offenders at large on our city streets, many of whom have had little in the way of rehabilitation programming while incarcerated, some with drug habits, who are more violent now than when initially incarcerated. Unless they engage in major illegal activity (murder, rape, arson, armed robbery), the available sanctions for any violations they commit, such as flash incarceration, i.e. temporary incarceration for 48-72 hours in a city or county jail, scarcely provide a meaningful deterrent to further criminal activity.

Communities in California are now facing increasing crime rates which can be linked to these recent legislative changes, which probation officers and local law enforcement are struggling to monitor and contain a situation in which a dramatically increase universe of offenders are at large in our communities.

The Public Policy Institute of California reports that since 2015:

- California has experienced an increase in overall crime
- Property crime is up 145%
- Violent crime is up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB 109

**Support:**

Cities of La Mirada, Lakewood, Monrovia, Pico Rivera, Rolling Hills, Santa Fe Springs, and South Gate

**Opposition:**

None received.

**Fiscal Impact:**

The collective and cumulative effect of the current criminal justice policies has led to increased pressure on county general funds for increased resources for probation supervision and incarceration in county jails, as well as identical pressure on municipal general funds related to increased law enforcement activity and in some areas, increased emergency medical services calls. Should the objectives outlined by the resolution be achieved, those pressures will be alleviated to a significant but undetermined amount.

**Comment:**

This measure is a response to a trend of rapidly mounting frustration among cities beset by calls for more law enforcement resources as a result of ongoing, sustained criminal activity. There is a growing sense among law enforcement professionals and local elected officials that current policies which have reduced criminal penalties, reclassified felonies as misdemeanors and facilitated what amounts to early release of many offenders who are not truly non-violent, will in time result in a high-profile tragedy involving significant loss of life.

**Existing League Policy:**

In regard to incarceration policy, the League supports stiffer penalties for violent offenders. In 2014, the League joined the California Police Chiefs in opposing Proposition 47, which reduces sentencing penalties for specified non-serious and non-violent drug and property crimes. It directed that the following offenses would be treated as misdemeanors, in most instances irrespective of the circumstances:

- Commercial Burglary
- Forgery
- Passing Bad Checks
- Grand Theft
- Receipt of Stolen Property
- Petty Theft with a Prior Offense
- Drug Possession

In 2013, the League Board of Directors approved a resolution pertaining to AB 109 (2011), which implemented Public Safety Realignment and brought significant changes to the state's incarceration policy. Specifically, it provided that specified categories of felony offenders previously sentenced to state prison, would prospectively be sentenced to terms in county jails.

The League's Resolution had two significant components relevant to this resolution:

- 1) It urged the Governor's office to adjust the implementation of Public Safety Realignment so that the criteria examined to evaluate the appropriateness of release of non-violent, non-serious, non-sex offender inmates would include their total criminal and mental

history, instead of merely the most recent criminal conviction for which they are currently committed; and

- 2) It urged the Governor's office to expedite the development of an effective statewide data sharing mechanism allowing state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

Finally, the League in 2016 opposed Proposition 57, which altered rules for parole eligibility for non-violent felons, potentially facilitating parole before an individual has served any time toward a sentencing enhancement, and ushered in new rules for good time behavior seeking to incentivize inmates to undergo rehabilitation programming of an educational/vocational nature.

## **RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE**

### **2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

Source: City of Tracy

Concurrence of five or more cities/city officials: Cities: Lathrop, Lodi, Manteca, Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)

Referred to: Public Safety Policy Committee

Recommendation to General Resolutions Committee:

**WHEREAS**, Government Code Section 38611 was last amended in 1957 and does not contain language clarifying the broad scope of emergency services as provided by present day fire departments; and

**WHEREAS**, Government Code Section 38611 requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body; and

**WHEREAS**, pursuant to Section 7 of Article XI of the California Constitution, municipal governments are vested with police power which imposes on the responsibility to protect public safety and public health and municipal governments must provide or contract for fire and/or emergency medical services; and

**WHEREAS**, the local provision of fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property is critical to the public peace, health, and safety of the state; and

**WHEREAS**, local fire and/or emergency medical services are financed by local taxpayers and the availability and use of such services is determined by the local governing body of the jurisdiction to which services are directly provided; and

**WHEREAS**, amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

**RESOLVED**, that the League of California Cities General Assembly, assembled at the League Annual Conference on September 15, 2017 in Sacramento, calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

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### **Background Information on Resolution No. 2**

**Source:** City of Tracy

**Background:**

In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System. The statute also includes language that establishes *“The medical direction and management of an emergency medical services system shall be under the medical control of the medical director of the local EMS Agency.”* In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970’s, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League of California Cities argued against depriving a city of local control over EMS service levels. The League of California Cities wrote, *“We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions.”* Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as “201



Rights”) has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become the epicenter on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes were the result of a failed county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to “low-level” emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

#### Proposed Amendment

The proposed amendment to Government Code Section 38611 would clarify local control and allow the local governing bodies to determine which services are directly provided within their respective jurisdictions. The existing law is extremely limited in scope having been last amended in 1957, at a time when fire departments did not routinely provide many of the specialized services of today. Changes in services provided include but are not limited to hazardous materials response, specialized rescue, and emergency medical services. The amendment aims to support the long-standing tradition in California of local control over the types, levels, and availability of these services.

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### **League of California Cities Staff Analysis on Resolution No. 2**

Staff: Tim Cromartie  
Committee: Public Safety

#### **Summary:**

This resolution calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

#### **Background:**

In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System.

The statute also includes language that establishes “*The medical direction and management of an emergency medical services system shall be under the medical control of the medical director*”

*of the local EMS Agency.*” In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970’s, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League argued against depriving a city of local control over EMS service levels. The League wrote, “*We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions.*” Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as “201 Rights”) has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become one of the epicenters on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes have been attributed by some observers to a county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to “low-level” emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

**Support:**

Cities of Lathrop, Lodi, Manteca, City of Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)

**Opposition:**

None received.

**Fiscal Impact:**

This resolution, if its directive can be achieved, will have no direct fiscal impact on cities. It will however, provide an atmosphere in which cities that have invested significant resources in building up and maintaining an independent EMS capability can have confidence that it will be deployed as intended.

**Comment:**

While this resolution calls for very specific action to clarify the rules governing emergency medical services, ideally it would be more generally worded to allow greater flexibility in pursuing legislative and other solutions to a problem that has existed for decades, spawning both legislation and multiple incidents of litigation.

However, it accurately expresses the legitimate frustration of cities in their efforts to provide emergency medical services (EMS) while abiding by the directives of their local emergency medical services authorities (LEMSA’s), which are county entities. Counties have broad

discretion under existing case law in how they administer EMS under the doctrine of medical control. To the degree there is dissatisfaction on the part of cities within a given county or counties, the following should be noted:

- 1) A task force convened by the California Emergency Medical Services Authority, the state entity with jurisdiction over this subject matter, made significant headway in crafting regulations governing the provision of ground emergency medical transport -- until disputes over local control and the criteria under which a local (municipal) agency could lay claim to the exclusive right to provide EMS in a specific operating area led to a lawsuit being filed by the California Fire Chiefs Association. That suit effectively suspended the work of the Task Force.
- 2) Over the past two decades, multiple attempts at legislation to resolve this issue have been tried, most without success. It was in part the multiple attempts at legislation that triggered the formation of the above-referenced task force.

**Existing League Policy:**

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc. as well as cities' authority and discretion to provide all emergency services to their communities.

The League supports and strives to ensure local control of emergency medical services by authorizing cities and fire districts to prescribe and monitor the manner and scope of pre-hospital emergency medical services, including transport through ambulance services, all provided within local boundaries for the purpose of improving the level of pre-hospital emergency medical service.

The League supports legislation to provide the framework for a solution to longstanding conflict between cities, counties, the fire service and LEMSA's particularly by local advisory committees to review and approve the EMS plan and to serve as an appeals body. Conflicts over EMS governance may be resolved if stakeholders are able to participate in EMS system design and evaluation and if complainants are given a fair and open hearing.

The League opposes legislation, regulations and standards that impose minimum staffing and response time standards for city fire and EMS services since such determinations should reflect the conditions and priorities of individual cities.

The League supports Emergency 911 systems to ensure cities and counties are represented on decisions affecting emergency response.

# **LETTERS OF CONCURRENCE**

Resolution No. 1

Implement Strategies to Reduce Negative Impacts of  
Recent Changes to Criminal Laws



**CITY OF LA MIRADA**  
*DEDICATED TO SERVICE*

13700 La Mirada Boulevard  
La Mirada, California 90638  
P.O. Box 828  
La Mirada, California 90637-0828  
Phone: (562) 943-0131 Fax: (562) 943-1464  
www.cityoflamirada.org

July 11, 2017

**LETTER OF SUPPORT**

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2017 CONFERENCE RESOLUTION STRATEGIES TO IMPROVE NEGATIVE IMPACTS OF CRIMINAL LAW**

Dear Committee:

The City of La Mirada supports the League of California Cities Annual Conference Resolution proposed by the City of Whittier calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of La Mirada has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Specifically, since 2014 the City of La Mirada has seen property crime increase by 41 percent. The proposed resolution seeks to correct these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include one's total criminal and mental health history instead of only the most recent criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms to enhance public safety in our community. For these reasons, the City of La Mirada strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

**CITY OF LA MIRADA**

Ed Eng  
Mayor

EE:JB:vdr

Steve Croft  
Vice Mayor

Jeff Wood  
Council Member

Ron Piazza  
Council Member



Todd Rogers  
Council Member

July 10, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

Diane DuBois  
Mayor

**RE: 2017 Conference Resolution – Notice of Support  
Strategies to Improve Negative Impacts of Criminal Law**

Dear Committee:

The City of Lakewood supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Like other cities, Lakewood has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts. These include:

- Request League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes and work with key stakeholders to promote support for resulting advocacy efforts.
- Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent."
- Request that the State improve the "Smart Justice" platform to allow state and local law enforcement agencies to rapidly share information to track offenders and encourage data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Lakewood strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

A handwritten signature in blue ink that reads "Diane DuBois".

Diane DuBois  
Mayor

# Lakewood



July 11, 2017

President JoAnne Mounce  
The League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Letter of Support for the Resolution Brought Forward by the City of Whittier Regarding the Unintended Negative Consequences of Recent Legislative Changes to California's Criminal Justice System**

Dear Ms. Mounce:

The City of Monrovia strongly supports the Resolution brought forth by the City of Whittier, which asks the League of California Cities (League) to initiate and facilitate further discussion between the Governor, the State Legislature, and other key public safety stakeholders regarding the legislative changes that have been made to California's criminal justice system during the past few years.

Taken together, Assembly Bill 109, Proposition 47, and Proposition 57 have reshaped how we approach public safety issues in our State. And certainly, the identified measures have resulted in measurable and positive impacts to California's criminal justice system, such as a decrease in the State prison system population. However, the cumulative effect of these legislative actions have had several significant unintended consequences, which have resulted in California cities now needing to address increasingly complex public safety challenges.

For example, in the City of Monrovia, violent and property crimes increased by 19% when comparing 2016 crime levels against 2015 rates. On-the-street information being provided by our Police Officers seems to correlate that the increasing levels of crime are connected with the legislative changes that have been enacted in California during the past several years. Additionally, the public safety issues we are experiencing in Monrovia are not occurring in a vacuum, as other neighboring jurisdictions are reporting similar concerns that impact our region as a whole.

Given these factors, we believe that California's overall criminal justice system needs to be carefully reexamined for potential methods to mitigate these emerging public safety issues. The City of Whittier's Resolution represents a positive first step, which includes the formation of a task force to examine possible criminal justice system modifications in greater detail. We believe that such a step would be a move in the right direction for California.

For these reasons, the City of Monrovia strongly supports the Resolution brought forth by the City of Whittier. Of course, please feel free to contact me if I can provide any additional information. I can be reached at (626) 932-5501, or via email at [ochi@ci.monrovia.ca.us](mailto:ochi@ci.monrovia.ca.us).

Best regards,

A handwritten signature in blue ink that reads "Oliver Chi".

Oliver Chi  
City Manager



**René Bobadilla, P.E.**  
City Manager

# City of Pico Rivera

## OFFICE OF THE CITY MANAGER

6615 Passons Boulevard · Pico Rivera, California 90660

**(562) 801-4379**

Web: [www.pico-rivera.org](http://www.pico-rivera.org) · e-mail: [rbobadilla@pico-rivera.org](mailto:rbobadilla@pico-rivera.org)

### City Council

Bob J. Archuleta  
*Mayor*

Gustavo V. Camacho  
*Mayor Pro Tem*

David W. Armenta  
*Councilmember*

Gregory Salcido  
*Councilmember*

Brent A. Tercero  
*Councilmember*

July 12, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 Conference Resolution  
Strategies to Improve Negative Impacts of Criminal Law  
Notice of Support**

Dear Committee:

The City of Pico Rivera supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Pico Rivera has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Following are some specific impacts provided by the Pico Rivera Sheriff's Department:

**Part I crimes**

Robbery is up 10.26% in 2017 compared to 2016  
Larceny Theft is up 4.09% in 2017 compared to 2016

**Part II crimes**

Weapon Law is up 9.68% in 2017 compared to 2016  
Felony Transport & or Sales of controlled substance (except Marijuana) is up 44.44% compared to 2016  
Misdemeanor Possession of a Controlled Substance (excluding Marijuana) is up 56.06% compared to 2016  
Under the influence of Narcotic is up 28.57% in 2017 compared to 2016

The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.



General Resolutions Committee

**2017 Conference Resolution – Strategies to Improve Negative Impacts of Criminal Law**

Notice of Support

July 12, 2017

Page 2

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make “violent offenses” include crimes that meet the plain language definition of “violent”.

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Pico Rivera strongly supports this resolution to strategically address criminal justice reforms.

Best regards,

A handwritten signature in blue ink, appearing to read 'René Bobadilla', with a stylized flourish at the end.

René Bobadilla, P.E.  
City Manager  
City of Pico Rivera



July 12, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 Conference Resolution  
Strategies to Improve Negative Impacts of Criminal Law  
Notice of Support**

Dear Members of the General Resolutions Committee:

As a member of the Rolling Hills City Council, I support the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and with other public safety stakeholders to identify and implement strategies that will relieve the unintended negative impacts of existing criminal law.

The City of Rolling Hills has seen increases in burglaries, mail/package theft and other property related crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The City has also seen a significant jump in identity theft. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

General Resolutions Committee

July 12, 2017


Re: 2017 Conference Resolution Strategies to Improve Negative Impacts of Criminal Law -  
Notice of Support

Page 2

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, I strongly support this resolution to strategically address criminal justice reforms.

Sincerely,



Bea Dieringer  
Councilmember  
City of Rolling Hills

RC:BD:hl

07-12-17League Resolution Support.docx



July 11, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 Conference Resolution  
Strategies to Improve Negative Impacts of Criminal Law  
Notice of Support**

Dear Committee:

The City of Santa Fe Springs supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Santa Fe Springs has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. In addition, the City of Santa Fe Springs contracts with the Whittier Police Department for Law Enforcement Services. In February, Whittier Police Department Officer Keith Boyer was gunned down by a AB 109 offender in a heinous act of indiscriminate violence. We feel strongly that AB 109 and the loosening of oversight and control over recidivist offenders was at least partially responsible in Officer Boyer's death. We believe that the proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem  
City Council  
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora  
City Manager  
Thaddeus McCormack

July 10, 2017

Page 2

**2017 Conference Resolution**

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Santa Fe Springs strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,



William K. Rounds, Mayor  
City of Santa Fe Springs

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem  
City Council  
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora  
City Manager  
Thaddeus McCormack



# City of South Gate

8650 CALIFORNIA AVENUE + SOUTH GATE, CA 90280-3075 + (323) 563-9543  
WWW.CITYOFSOUTHGATE.ORG FAX (323) 569-2678

MARIA DAVILA, Mayor  
MARIA BELEN BERNAL, Vice Mayor  
DENISE DIAZ, Council Member  
JORGE MORALES, Council Member  
AL RIOS, Council Member

July 11, 2017

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2017 ANNUAL CONFERENCE RESOLUTION: STRATEGIES TO IMPROVE  
NEGATIVE IMPACTS OF CRIMINAL LAW-NOTICE OF SUPPORT**

Dear Committee:

As a Council Member of the City of South Gate, and a Member of the League's Public Safety Policy Committee, I am writing to express my support of the City of Whittier's 2017 Annual Conference Resolution (Resolution.) The proposed Resolution calls on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders, to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Cities in Los Angeles County have experienced increases in property crimes that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed Resolution seeks to remedy many of the negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The passage of this Resolution would provide a range of important League directives to address the growing public safety concerns in these communities. For these reasons, I strongly support this Resolution to strategically address criminal justice reforms.

Sincerely,

Jorge Morales  
Council Member

**LETTERS OF CONCURRENCE**  
Resolution No. 2

Local Control for Emergency Medical Response



**COSUMNES FIRE DEPARTMENT**

10573 E Stockton Blvd.  
Elk Grove, CA 95624

(916) 405-7100  
Fax (916) 685-6622  
www.yourcsd.com

July 13, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

**RE: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT  
CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL**

Dear President Mounce,

The Cosumnes CSD Fire Department, which encompasses the Cities of Elk Grove and Galt supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the Cosumnes CSD Fire Department supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Sincerely,

Michael W. McLaughlin  
Fire Chief



July 14, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Sent to Via Email to: Meg Desmond [mdesmond@cacities.org](mailto:mdesmond@cacities.org)<<mailto:mdesmond@cacities.org>>

**Re: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL**

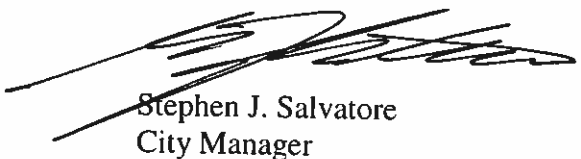
Dear President Mounce,

The City of Lathrop supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the City of Lathrop supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Thank you,



Stephen J. Salvatore  
City Manager

Cc: Members of the City of Lathrop City Council  
Lathrop Manteca Fire Chief, Gene Neely  
Tracy City Manager, Troy Brown  
Tracy Fire Chief, Randall Bradley  
Central Valley Regional Public Affairs Manager LOCC, Stephen Qualls

CITY COUNCIL  
DOUG KUEHNE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
MARK CHANDLER  
BOB JOHNSON  
JOANNE MOUNCE

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6702 / FAX (209) 333-6807  
[www.lodi.gov](http://www.lodi.gov)    [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov)

STEPHEN SCHWABAUER  
City Manager  
JENNIFER M. FERRAILOLO  
City Clerk  
JANICE D. MAGDICH  
City Attorney

July 19, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING  
LEGISLATION AMENDING GC §38611 TO CLARIFY DEFINITION OF LOCAL  
CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL  
OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT  
EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

The City of Lodi supports the proposed resolution to support legislation amending Government Code §38611 to clarify the definition of local control providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Accordingly, we concur in the submission of the resolution for consideration by the League of California Cities General Assembly at its annual meeting on September 15, 2017.

Government Code Section 38611 does not contain language clarifying the broad scope of emergency services as provided by present day fire departments. The code requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body. Amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

The City of Lodi is in strong support of providing statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Sincerely,



Doug Kuehne  
Mayor, City of Lodi

DK/JMF

cc: Larry Rooney, Fire Chief, City of Lodi  
Randall Bradley, City of Tracy, [randall.bradley@ci.tracy.ca.us](mailto:randall.bradley@ci.tracy.ca.us)  
Stephen Qualls, League of California Cities, [squalls@cacities.org](mailto:squalls@cacities.org)



## CITY OF MANTECA - FIRE DEPARTMENT

1154 S. UNION ROAD • MANTECA, CA 95337  
(209) 456-8300 • FAX (209) 923-8936

July 13, 2017

League of California Cities  
1400 K Street, Suite 400  
Sacramento CA 95814

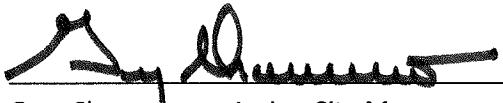
**RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS**

To Whom It May Concern:

This letter confirms that the City of Manteca supports the resolution on Emergency Medical Services submitted to the League of California cities by the City of Tracy. The City of Manteca believes that local control of Emergency Services is critical to ensure that the best possible service and protection of our citizens/taxpayers is provided.

We appreciate the City of Tracy's willingness to bring this crucial issue to the forefront.

Respectfully,

  
Greg Showerman, Acting City Manager

Date: 13 July 2017

  
Kyle Shipherd, Fire Chief

Date: 13 July 2017

MICHAEL TUBBS  
Mayor

ELBERT HOLMAN  
Vice Mayor  
District 1



CITY OF STOCKTON

OFFICE OF THE CITY COUNCIL  
CITY HALL • 425 N. El Dorado Street • Stockton, CA 95202  
209 / 937-8244 • Fax 209 / 937-8568

DAN WRIGHT  
District 2

SUSAN LOFTHUS  
District 3

SUSAN LENZ  
District 4

CHRISTINA FUGAZI  
District 5

JESÚS ANDRADE  
District 6

July 13, 2017

The Honorable JoAnne Mounce, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

**SUBJECT: Resolution of the League of California Cities Supporting Legislation Providing Broad Statutory Authority for Local Officials to Determine Emergency Service Levels - SUPPORT**

Dear President Mounce,

On behalf of the City of Stockton, I wish to voice our support of the City of Tracy proposed resolution for consideration by League membership. Stockton supports this resolution for the following reasons:

- 1) The City of Stockton Legislative Program seeks the broadest authority for the City Council to make decisions locally, particularly related to the local exercise of police powers;
- 2) The City of Stockton Legislative Program advocates for efforts that impact the City's ability to enhance the well-being, quality of life, health, and safety of residents;
- 3) The City of Stockton has experienced challenges and frustrations in delivering the highest quality of emergency medical services to our residents due to provision of the Emergency Medical Services (EMS) Act.
- 4) Amendments to the EMS Act would clarify local control and allow governing bodies to determine which services are directly provided within their respective jurisdictions.

For these reasons, the City of Stockton concurs with and supports the City of Tracy proposed resolution for consideration by League membership.

MICHAEL TUBBS  
MAYOR

MT:cc

cc: Stockton City Councilmembers  
Kurt Wilson, Stockton City Manager



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brian Dossey, Administrative Services Director  
 VIA: Bill Norton, Interim City Manager  
 MEETING DATE: September 13, 2017  
 SUBJECT: Response to LAFCo Progress Report Request to the 2015 MSR & SOI

---

## RECOMMENDATION

Staff recommends that the City Council by motion:

APPROVE THE TOWN'S RESPONSE TO THE LOCAL AGENCY FORMATION COMMISSION (LAFCo) REQUEST FOR A PROGRESS REPORT TO THE 2015 MUNICIPAL SERVICE REVIEW (MSR) AND SPHERE OF INFLUENCE (SOI) UPDATE

## EXECUTIVE SUMMARY

The Town recently received a request from LAFCo for a progress report to the 2015 Municipal Service Review and Sphere of Influence study for the Town of Colma (Attachment A). In the 2015 report, LAFCo made governance recommendations pertaining to the growing pension and obligation costs, the Colma Highway Lighting District, and Colma's composite crime rate.

Staff received the request for a progress report on August 23, 2017, and LAFCo is requesting the Town's response by September 14, 2017. Staff has prepared a draft response letter, and is seeking City Council approval (Attachment B).

## FISCAL IMPACT

None

## BACKGROUND

In 2015 LAFCo conducted a Municipal Service Review (MSR) and Sphere of Influence (SOI) Study for San Mateo County and circulated the Draft Report to Cities and Special Districts to review and respond to governance recommendations. Attachment C is the final version of the MSR & SOI that was produced in September 2015. The report identified three governance recommendations for the Town:

1. The Town should address growing pension and employee obligation costs.
2. Merge the Colma Highway Lighting District (CHLD) within Town boundaries with the Town of Colma.

3. The Town should monitor the composite crime rate because it is statistically high, and determine if additional police services are warranted.

The City Council responded to the 2015 draft report at the June 17, 2015 City Council meeting addressing some of the issues outlined in the report. (Attachment D).

## **ANALYSIS**

Staff recommends the City Council approve the draft response letter (Attachment B) addressing the governance recommendations provided by LAFCo. In summary:

- The Town has made efforts to address the growing pension and employee obligations concerns by negotiating labor agreements that change the OPEB benefits for future employees. Staff intends to bring the Town's net pension obligations before the City Council to consider the opportunity to contribute funds that will reduce the pension liability sometime in October or November of this year.
- The Town is reviewing the feasibility of taking over the CHLD, and there is some merit to the recommendation, but staff needs to gather more information before bringing the issue before the City Council for consideration.
- The Town agrees composite crime rate is consistently high; however, the rate is based on per capita. The Town's population is 1,506, but any given day there can be 25,000 people in Town shopping or visiting one of the Town's cemeteries. However, Town staff will continue to monitor the composite crime rate to determine if additional focus on police services is warranted.

The Town's response also addresses its objection to the recommended dissolution of the Colma Fire Protection District and dissolution of Broadmoor, and encourages LAFCO to support the status quo alternative for each governance option in the final MSR.

## **Council Adopted Values**

Responding to LAFCo's Progress Report Update is the *responsible* action because it demonstrates Council's willingness to collaborate on creating efficiencies in local government.

## **Alternatives**

The City Council could choose from one of the following two alternatives:

1. Approve the response letter with edit or changes.
2. Not approve the response letter, and direct staff on how the City Council would like staff to address the MSR & SOI recommendations with LAFCo.

## **CONCLUSION**

Staff recommends the City Council by motion, approve the response letter to LAFCo addressing their request for an update to the MSR and SOI.

**ATTACHMENTS**

- A. Progress Report Request – 2015 MSR & SOI Update – Town of Colma
- B. Draft Response Letter to LAFCo
- C. Final 2015 MSR & SOI Study
- D. 2015 Response Letter to LAFCo regarding draft MSR & SOI Report





SAN MATEO



# LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

August 23, 2017

CORRECTED\*

Bill Norton, Interim General Manager  
Town of Colma  
1198 El Camino Real  
Colma, CA 94014

**Subject:** Progress Report Request – 2015 Municipal Service Review and Sphere of Influence Update –  
Town of Colma

Dear Mr. Norton,

As you know, on September 16, 2015, the San Mateo Local Agency Formation Commission (LAFCo) accepted the final North County Municipal Service Review (MSR) and Sphere of Influence (SOI) Update, adopted determinations, and reaffirmed the SOI for each of four cities and six special districts in northern San Mateo County, including the Town of Colma.

LAFCo requests a progress report for your agency that includes 1) the general information below, and 2) the status of those issues identified in the MSR, including how the recommendations have been, are being, or will be addressed. Please refer to the attached determinations for more detailed information. The entire report can be found at:

<http://lafco.smcgov.org/documents/north-county-cities-and-special-districts-final-9-16-2015>

## General Information

Please provide the documents and information requested below.

- Financial updates:
  - Provide all budgets adopted since the MSR/SOI
  - Provide all audits completed since the MSR/SOI
  - Describe any changes in your agency's financial position
- Describe any new liability, including litigation, that affects your agency
- Describe any new joint powers agreements or contracts for service

## Recommendations for the Town of Colma

Please indicate the plans/actions your agency has under taken to address each of the following recommendations from the report.

**COMMISSIONERS:** DON HORSLEY, CHAIR, County ▪ MIKE O'NEILL, VICE CHAIR, City ▪ JOSHUA COSGROVE, Special District ▪ ANN DRAPER, Public  
RICH GARBARINO, City ▪ JOE SHERIDAN, Special District ▪ WARREN SLOCUM, County

**ALTERNATES:** VACANT, Special District ▪ HARVEY RARBACK, City ▪ SEPI RICHARDSON, Public ▪ DAVE PINE, County

**STAFF:** MARTHA POYATOS, EXECUTIVE OFFICER ▪ REBECCA ARCHER, LEGAL COUNSEL ▪ JEAN BROOK, COMMISSION CLERK

MSR Recommendations

*Accountability for community service needs, including government structure and operational facilities*

Two governance options were determined:

- 1) Maintain the status quo, in which case the Town should address growing pension and employee obligation costs.
- 2) Merge the Colma Highway Lighting District (CHLD) **within Town boundaries** with the Town of Colma, which may realize operational and fiscal efficiencies and result in a reduced assessment for Colma residents. The Town should pursue a detailed study of this option, taking into consideration the maintaining lighting district funds segregated from the Towns general property tax revenue **in the form of a subsidiary district.**

SOI Recommendations

*Present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide*

Since the composite crime rate level is statistically high, the Town should monitor this statistic to determine if additional focus on police services is warranted.

***Sphere of Influence\****

**Reaffirm the current Town of Colma's coterminous sphere of influence.**

**Submit Follow-up Report to LAFCo**

Please return your response to LAFCo via mail or email by September 14, 2017:

San Mateo LAFCo  
455 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063  
mpoyatos@smcgov.org

If you have any questions regarding this request, please do not hesitate to contact me at (650) 363-4224 or mpoyatos@smcgov.org.

Sincerely,



Martha M. Poyatos  
Executive Officer

Attachment: Final MSR/SOI Determinations for the Town of Colma

**Town of Colma**Recommended Municipal Service Review Determinations

Based on the information, issues and analysis presented in this report, proposed MSR determinations pursuant to Government Code Section 56430, are presented below for Commission consideration:

<i>Growth and population for affected area.</i>	According to the most recent Census data, the Town of Colma has 1,492 residents, making it San Mateo's smallest city by population. Colma's small population grew from 1,187 in 2000 to 1,403 in 2010, increasing by 216 residents or 18 percent. The Association of Bay Area Governments (ABAG) predicts that Colma will continue modest growth over the next 20 years to reach a population of 2,151 in 2035. However, since the 1980s, Colma's economy has become increasingly diversified with a variety of retail businesses, a cardroom facility, and one of Northern California's largest collections of car dealerships serving a regional market. These factors result in a significant spike in daytime population and have impacts on police services and fire protection (provided through the Colma Fire Protection District).
<i>Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.</i>	There are no disadvantaged unincorporated communities (DUCs) located within or contiguous to the Town of Colma's sphere of influence.
<i>Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.</i>	There are no disadvantaged unincorporated communities (DUCs) located within or contiguous to the Town of Colma's sphere of influence.

<p><i>Financial ability of agencies to provide services.</i></p>	<p>As a low property tax city, Colma is highly dependent on sales taxes (59 percent) and cardroom taxes (27 percent). The remaining 14 percent is derived from property taxes and other revenue sources. Colma has adopted a Strategic Plan that includes development strategies to increase business investment to generate additional taxes and fee revenues. The cardroom revenues have stayed generally consistent in recent years and are not expected to increase substantially.</p> <p>Colma is in a unique situation of having set aside reserves over several prior years and being able to draw on those reserves during the past seven to eight years. The Town’s reserve balance as of June 30, 2014 was \$34,429,833.</p> <p>The Town’s leadership continues to look toward improving its financial situation through incorporating economic development as a key component of its Strategic Plan implementation. Deteriorating infrastructure and a delay of major maintenance over the past seven to eight years has built up a backlog of maintenance projects. Public pension and benefit liabilities have been calculated to be about \$8.2 million over the next five years, and increased retirement and medical costs are projected.</p>
<p><i>Status of, and opportunities for, shared facilities.</i></p>	<p>The Town of Colma has engaged in a number of cooperative and contractual arrangements to increase management and/or operational efficiencies. These include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• The Town contracts with the City of South San Francisco for streetlight and signal maintenance.</li> <li>• Sanitary sewer maintenance within Colma is provided by the North San Mateo County Sanitation District by contract.</li> <li>• Fire suppression services are provided by the Colma Fire Protection District.</li> <li>• Public Works, Planning and Building Department services are provided by CSG Consultants, Inc.</li> <li>• The Town contracts with the City of South San Francisco Police Department to provide dispatch services in off-peak hours.</li> <li>• Animal Control services are provided through contract with San Mateo County JPA with the Peninsula Humane Society (PHS).</li> </ul>
<p><i>Accountability for community service needs, including government structure and operational facilities.</i></p>	<p>The Town of Colma is governed by a five-member City Council, elected at large. The Council meets on the second Wednesday of each month at 7:30 pm. Councilmembers are compensated \$924 per month for their service. Meeting agendas are posted on three public bulletin boards, and the Town’s website on the third business day in advance of any regular meeting of the City Council. Agendas for special meetings are posted at least 24 hours in advance of the meeting. Citizens may also request to be sent agendas and any agenda packet materials via USPS or email.</p> <p>Colma’s website provides the public with Internet access to City Council</p>

	<p>agendas and minutes, public notices, announcements, budgets, audits, and capital improvement programs. The website also includes a “transparency” link that offers the public an interactive tool to explore the Town’s budget in various graphical formats.</p> <p>Two alternative governance options were identified for the Town of Colma:</p> <p><b>Maintain status quo:</b></p> <p>Colma has the smallest service population (1,492 residents) of any city in San Mateo County. Despite a backlog of maintenance projects (largely due to the recession of the past seven to eight years), the City has managed to maintain a substantial reserve of approximately \$34.4 million. Services are adequate for the current service population and limited growth is projected in the future. The City is highly dependent on sales tax and cardroom revenues. Like many cities, Colma faces growing pension and employee obligation costs.</p> <p><b>Merge the Town of Colma and the Colma Highway Lighting District:</b></p> <p>The Colma Highway Lighting District (CHLD), currently a County-governed district, provides street lighting services for a portion of the Town of Colma, Olympic Country Club, Broadmoor Village, unincorporated Colma, and a portion of San Bruno Mountain Park. The District, formed in 1909, is governed by the five-member San Mateo County Board of Supervisors. Merging the CHLD <b>within Town boundaries</b> with the Town of Colma may realize operational and fiscal efficiencies and result in a reduced assessment for Colma residents. Both agencies should pursue a detailed study of this option, taking into consideration the maintaining lighting district funds segregated from the Towns general property tax revenue <b>in the form of a subsidiary district.</b></p>
<p><i>Any other matter related to effective or efficient service delivery, as required by commission policy.</i></p>	<p>No additional issues have been identified.</p>

Recommended Sphere of Influence Update Determinations

Based on the information, issues, and analysis presented in this report, proposed SOI determinations, pursuant to Government Code Section 56425, are presented below for Commission consideration:

<i>Present and planned land uses in the area, including agricultural and open-space lands.</i>	Approximately 76 percent of the land within Colma’s town boundaries remains committed to cemetery and agricultural land uses. Since the 1980s, however, Colma’s economy has become more diversified with a variety of retail businesses, a cardroom facility, and one of Northern California’s largest collections of car dealerships that serve a regional market.
<i>Present and probable need for public services and services in the area.</i>	Colma’s population grew from 1,187 in 2000 to 1,403 in 2010, increasing by 216 residents or 18 percent. The Association of Bay Area Governments (ABAG) predicts that Colma will continue modest growth over the next 20 years to reach a population of 2,151 in 2035. Even given a daytime population spike due to Colma’s increasingly diverse economy, the City has adequate capacity to serve the projected population increase.
<i>Present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.</i>	The overall public services are provided at an adequate level based upon fiscal resources. Under police services, the Composite Crime Rate level is statistically high and should be monitored to determine if additional focus on police services is warranted.
<i>Existence of any social or economic communities of interest in the area if the commission determines they are relevant to the agency.</i>	None have been identified.
<i>Present and probable needs for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.</i>	There are no disadvantaged unincorporated communities (DUCs) within or contiguous to the Town of Colma.

**Recommended Sphere of Influence:** Reaffirm the current Town of Colma’s coterminous sphere of influence.



## TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212  
Tel 650-997-8300 • Fax 650-997-8308

### Attachment B

September 13, 2017

#### City Council

Helen Fiscaro  
Mayor

Raquel P. Gonzalez  
Vice Mayor

Joanne F. del Rosario  
Council Member

John Irish Goodwin  
Council Member

Diana Colvin  
Council Member

#### City Officials

Bill Norton  
Interim City Manager

Kirk Stratton  
Chief of Police

Christopher Diaz  
City Attorney

Caitlin Corley  
City Clerk

Brian Dossey  
Administrative Services  
Director

Lori Burns  
Human Resources Manager

Brad Donohue  
Public Works Director

Michael Laughlin, AICP  
City Planner

Cyrus Kianpour  
City Engineer

San Mateo County LAFCO  
Martha M. Poyatos, Executive Officer  
455 County Center, 2nd Floor  
Redwood City, CA 94063

Dear Ms. Poyatos,

The Town of Colma is in receipt of LAFCo's progress report request to the 2015 Municipal Service Review (MSR) and Sphere of Influence (SOI) update. This letter is the City Council's response to the request for general information and the recommendations for the Town of Colma highlighted in the 2015 MSR and SOI Report.

#### Financial Update:

- Town of Colma adopted budgets can be found at <https://www.colma.ca.gov/budget/>.
- Town of Colma audits can be found at <https://www.colma.ca.gov/audit/>.

The Town remains financially viable with significant reserves to offset an economic decline. As stated in the June 30, 2016 Audited Financial Statements, the General Fund net position (Reserves) totaled \$22.6 million. Balances in other funds totaled \$13.3 million. Of that amount a total of \$13.1 million related to funds set-aside for the renovation of Town Hall including proceeds from a COP financing. The Town Council has established policies to maintain reserves in order to protect against major service reductions during economic downturns. This includes reserves for budget stabilization, litigation, disaster recovery, and debt service.

As of the date of this new response letter to LAFCO, the Town has received only one claim in a substantial monetary amount for an alleged roadway design defect. The Town of Colma has formally rejected the claim.. Only one litigation matter is pending. This matter was pending in 2015 and concerns alleged, but unfounded, police liability. This matter is being aggressively litigated and the Town is hopeful for a favorable outcome.

In February 2016, the Town adopted a resolution becoming a charter member in the Peninsula Clean Energy Joint Powers Authority. Becoming a member of the Joint Powers Authority provides the Town with involvement as to how Peninsula Clean Energy is managed, as well as a seat on the Peninsula Clean Energy Joint Powers Authority Board of Directors.

**MSR Update:**

The Town Financial Statements for the year ending June 30, 2016 total net Liabilities for OPEB (Retiree Medical) and Net Pension Liability were \$13,962,142. These are expected to continue to increase in the future and are monitored on an annual basis. To address Retiree Medical liabilities in 2015 the Town established an OPEB Trust fund and has been contributing funds in excess of the “pay-as-you-go” amounts due. The Town also negotiated as part of labor agreements approved in 2017 a change to the OPEB benefits for future employees. Long term, this is expected to reduce the liability. The Town will also be addressing its net pension obligation. As part of the adopted 2017-18 Operating Budget general fund expenses were projected to be less than revenues. In the near future, the City Council may consider the opportunity to contribute funds that will reduce the pension liability.

The Town of Colma has taken the recommendation from LAFCo to review and consider the possibility of taking over the Town of Colma's portion of the Colma Highway Lighting District (CHLD). Currently the Town and the County of San Mateo who manages the lighting district are at the beginning stages of reviewing and evaluating several items such as Colma's portion of the existing street light inventory, annual revenue, the current fund balance and cost of operating and maintaining the system on an annual basis. The Town agrees that the public may be better served if the Town can own and operate the street lights within the Town's boundaries. The one consideration that does not make sense is operating the system on a negative cash flow, which is why the Town is trying to gain a historical outlook, and make sure that assuming the CHLD is in the best interest of all those involved (Town, County of San Mateo and Public). If the Town is to assume all responsibility for Colma's portion of the CHLD, the Town will want to be able to fund and support the system in perpetuity. The Town's legal counsel is also reviewing the various consequences if the Town were to annex Colma's portion of the District, such as; the transfer of establishing future property tax revenue to support the system, and any past liability and potential future liability. Once these items have been evaluated, the Town will be able to make an informed decision as to either support or oppose LAFCo's recommendation to annex Colma's Portion of the CHLD to the Town of Colma.

**SOI Update:**

The composite crime rate is consistently high; however the rate is based on per capita. The Town's population is 1,506, but any given day there can be 25,000 people in Town shopping at Serra Center, 280 Metro, or at Serramonte Auto Row, or visiting one of the Town's sixteen cemeteries. Based on what the Town's average daily population is due to visitors shopping in Colma, The City Council continues to believe the level of Police Services is appropriate for the various land uses in Colma (i.e. Retail, Residential, Cemetery, etc.). However, Town staff will continue to monitor the composite crime rate to determine if additional focus on police services is warranted.

As stated in the Town's June 15, 2015 response letter regarding the Draft MSR and SOI, The City Council strongly objects to any proposed dissolution of Colma Fire Protection District and dissolution of Broadmoor, and encourages LAFCo to support the status quo alternative for each governance option in the Draft MSR and SOI.

Thank you for following up on the 2015 Municipal Service Review and Sphere of Influence Study. Please do not hesitate to contact Interim City Manager Bill Norton at the phone number listed above should you have any questions or need additional information.



Sincerely,

Mayor Helen Fiscaro



## TOWN OF COLMA

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### Overview/History

The Town of Colma, known worldwide as the “City of Souls,” is the smallest city in San Mateo County with an estimated population of 1,492 residents and 1.5 million “souls” in the City’s 16 cemeteries. Located near the tip of the San Francisco Peninsula, the community of Colma was formed in the mid-1800s as a collection of homes and businesses along El Camino Real and the adjacent railroad line.

Events that led up to the incorporation of the Town of Colma began 75 years before the actual incorporation date of August 5, 1924. In 1849, the California Gold Rush brought hundreds of thousands of hopeful prospectors to the San Francisco area, and with them the introduction of a wide number of diseases including measles, pneumonia, smallpox, and typhoid fever. Twenty-six cemeteries had been established in San Francisco, but by the late 1880s, most were filled. In the late 1880s, cemetery owners began to look for new property and selected the Colma area to the south because of easy transportation access.

Colma became the location of a large number of cemeteries when San Francisco passed an ordinance in 1900 outlawing the construction of any more cemeteries in the City and then passed another ordinance in 1912 evicting all existing cemeteries from within the City. At the urging of the cemetery owners, and with the cooperation of residents who lived closest to the cemeteries, the Town of Lawndale was incorporated in 1924. Over the years, businesses and a small residential district developed around the cemeteries. In 1941, the U.S. Post Office requested that the Town’s name be changed back to Colma because there was another city in Los Angeles County named Lawndale.

**Table IV-49, Town of Colma Profile**

<b>General Information</b>			
<i>Agency</i>	Town of Colma		
<i>Address</i>	1198 El Camino Real, Colma, CA 94014		
<i>Principal Act</i>	General Law City		
<i>Date Formed</i>	August 5, 1924		
<i>Service Area</i>	2 square miles		
<i>Services Provided</i>	Police, Wastewater (by contract with North San Mateo County Sanitation District and City of South San Francisco), Street Maintenance, Recreation		
<i>Contact Person</i>	Sean Rabé, srabe@colma.ca.gov, (650) 997-8318		
<i>Website</i>	www.colma.ca.gov		
<b>Governance</b>			
<i>City Council Membership</i>	5 members (elected at large): Helen Fiscaro (2014); Joanne F. del Rosario (2014); Joe Silva (2016); Rae Gonzalez (2016); Diana Colvin (2016)		
<i>Compensation</i>	\$924/monthly and eligible for non-safety employee benefits		
<i>Public Meetings</i>	2 <sup>nd</sup> Wednesday of each month		
<b>Operations</b>			
<i>Population Served</i>	1,492 (U.S. Census, 2013 population estimates) (Due to high concentration of retail stores, car dealerships, cemeteries and a card room and that employ over 3,500 people and serve thousands from surrounding areas, the daytime population spikes significantly.)		
<i>Number of Employees</i>	44		
<i>Residents per City Employee</i>	34		
<i>Last SOI Update</i>	1995 (reaffirmed); special MSR completed in 2007		
<i>Contract Services</i>	Public Works; Planning; Building; Dispatch Services (South San Francisco Police Department)		
<b>Budget Information- FY 2013-14, FY 2014-2015</b>			
<b>Revenues</b>	2013-2014 (Adopted)	2014-2015 (Adopted)	Net Increase/(Deficit)
General Fund (Net)*	\$11,707,350	\$9,474,030	(\$2,233,320)
Special Revenues			
<i>Gas Tax</i>	\$34,100	\$50,750	\$16,650
<i>Measure A</i>	\$34,000	\$50,000	(\$6,000)
<i>COP Grant (police)</i>	\$100,000	\$100,000	\$0
<i>Others – CIP</i>	\$1,832,000	\$5,433,000	\$3,601,000
<i>COP Debt Service Fund</i>	\$957,370	---	(\$957,370)
<b>Total Revenues (Includes others)</b>	<b>\$14,596,720</b>	<b>\$15,007,030</b>	<b>\$410,310</b>
<b>Expenditures</b>			
Total General Fund	\$13,133,890	\$13,524,150	\$390,260
P2003 Police-Patrol Grant	\$111,600	\$113,610	\$2,010
Capital Fund	\$1,832,000	\$5,433,000	\$3,601,000
Debt Service Fund	\$957,370	---	(\$957,370)
<b>Total Expenditures</b>	<b>\$16,034,860</b>	<b>\$19,070,760</b>	<b>\$3,035,900</b>
Revenues minus Expenses	(\$1,438,140)	(\$4,063,730)	(\$2,625,590)
<b>Notes:</b> *Net accommodating for transfers in/out for Capital and other expenses. City used reserves to pay down debt and invest in capital projects in FY 2013/14 and FY 2014/15. Reserves projected to be reduced from \$23.4 million to \$19.2 million by end of FY 2014/15. Additional detail provided in Financial Constraints Section.			

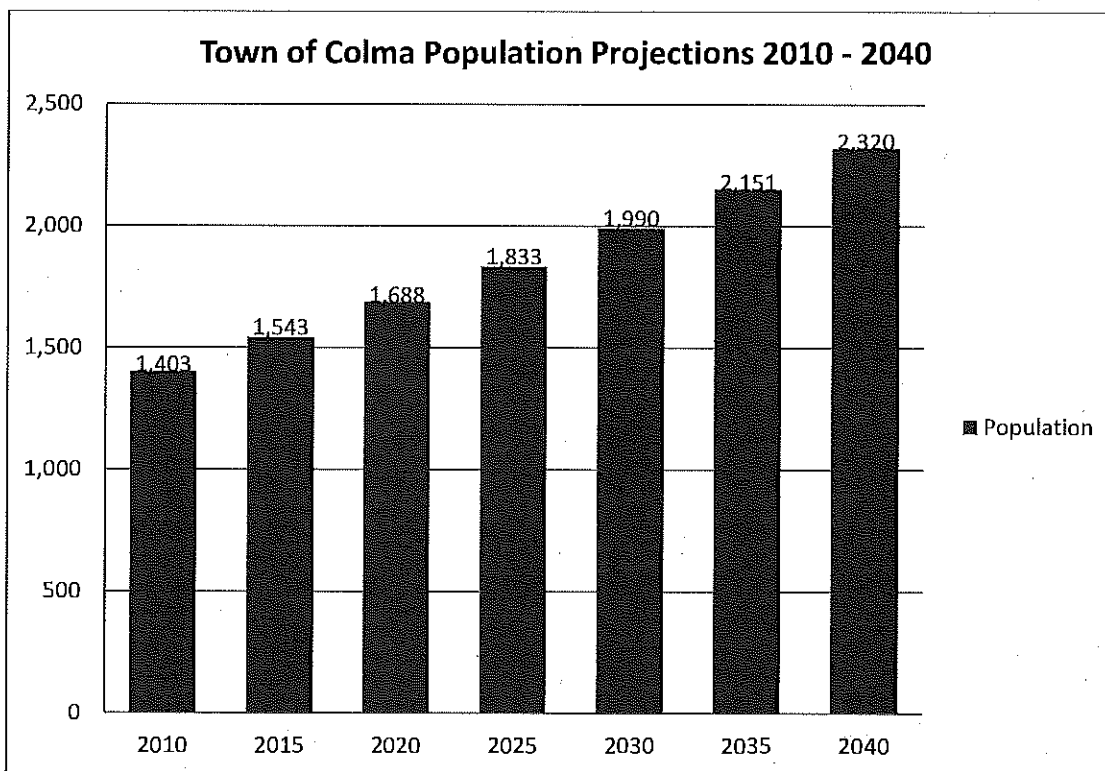
*Exhibit IV-8, Town of Colma Boundary and Sphere of Influence*



### Growth and Population

According to the most recent US Census data, the Town of Colma has 1,492 residents,<sup>24</sup> making it San Mateo's smallest city by population. Colma's small population grew from 1,187 in 2000 to 1,403 in 2010, increasing by 216 residents or 18 percent. The Association of Bay Area Governments (ABAG) predicts that Colma will continue modest growth over the next 20 years to reach a population of 2,151 in 2035.

**Table IV-50, Town of Colma Population Trends**



Source: Projections 2013, Association of Bay Area Governments

Originally, the residents of Colma were primarily employed in occupations related to the Town's many cemeteries. Today, approximately 76 percent of the land within Colma's town boundaries remains committed to cemetery and agricultural land uses. Since the 1980s, however, Colma's economy has become more diversified with a variety of retail businesses, a card room facility, and one of Northern California's largest collections of car dealerships serving a regional market, resulting in a significant spike in daytime population.

<sup>24</sup> U.S. Census, 2013 Population Estimates

### **Priority Development Areas**

Senate Bill 375 (SB 375), the California Sustainable Communities and Climate Protection Act of 2008, requires each of the California's 18 metropolitan areas to prepare a plan (called a "Sustainable Communities Strategy") to reduce greenhouse gases<sup>25</sup> and promote compact, mixed-use commercial and residential development. *Plan Bay Area*, jointly developed by the Association of Bay Area Governments and the Metropolitan Transportation Commission, constitutes the Sustainable Communities Strategy for the Bay Area. To meet the goals of SB 375, Plan Bay Area encourages focused growth in 17 Priority Development Areas (PDAs) across the region. The PDAs represent many types of places, from regional centers to neighborhood commercial nodes. These neighborhoods provide opportunities for the development of pedestrian-friendly communities where transit, jobs, schools, services, and recreation are conveniently located close to residents' homes.

Of the 17 PDAs identified in the Plan Bay Area strategy, one directly impacts the Town of Colma: the "Multi-City El Camino Real Mixed-Use Corridor." The Multi-City El Camino Real PDA is set in a quarter-mile buffer along El Camino Real, extending the length of the corridor from Daly City to San Jose. Although the corridor is almost entirely auto-dominated, it is well served by transit. In all 11 cities on the corridor, Bay Area Rapid Transit (BART) and Caltrain stations are in most cases within walking distance of El Camino Real. The El Camino Real corridor is where a majority of the new residential development in San Mateo County is expected to be developed. All of Colma's new housing is anticipated to be within this PDA area, on either El Camino Real or Mission Road. By placing new housing in this corridor, residents will benefit from a variety of transit options for both local and regional travel. Colma's PDA development will be significantly less than other jurisdictions along the El Camino Real since a majority of the land in the PDA area is in cemetery use.

### **Development in Adjacent Unincorporated Area**

Adjacent to Town of Colma boundaries is unincorporated area commonly referred to as Unincorporated Colma, although the area is in the City of Daly Sphere of Influence. After the Bay Area Rapid Transit District (BART) approved a new station in the Colma/Daly City area of San Mateo County, the County found that land use plans for the station area did not take advantage of this transit resource. This was the impetus for drafting a specific plan that would encourage development that would support development of mixed-use urban areas near transit.

Because the area near the station encompasses land owned by the San Mateo County Transit District (SamTrans) as well as land within the boundaries of the City of Daly City, the County invited SamTrans and Colma to participate in the specific plan effort, with the County acting as lead agency. The BART Station Area Specific Plan, adopted in 1993, envisions the 110-acre planning area as a new urban center

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<sup>25</sup> A greenhouse gas is any gaseous compound in the atmosphere that is capable of absorbing infrared radiation, thereby trapping and holding heat in the atmosphere. Be increasing heat in the atmosphere, greenhouse gases are responsible for the "greenhouse effect" that ultimately leads to global warming.

around the BART station while respecting existing land uses in the area. The specific plan provides design guidelines for new development as well as appropriate uses for the station area. The plan provisions were incorporated into both the city and county general plans.

Since adoption of the BART Station Area Specific Plan, a number of major housing developments have been completed, consistent with the densities envisioned by the Plan. These include:

- San Pedro Commons, a 73-unit affordable housing project.
- El Camino Village, a 30-unit project for lower-income families.
- La Terrazza, a 153-unit mixed-income residential project with 30 dedicated low-income units.
- Trestle Glen, a 119-unit purely affordable project.
- 85 Reiner Street, 20 units, Community Living Center

Another 32-unit condominium project at F Street near El Camino Real has been entitled by San Mateo County, but not yet built (construction is anticipated to begin in 2015). The City of Daly City, in collaboration with SamTrans, is pursuing a high-density residential development on approximately 10 acres of SamTrans property, also on F Street in City of Daly City boundaries.

#### Grand Boulevard Initiative

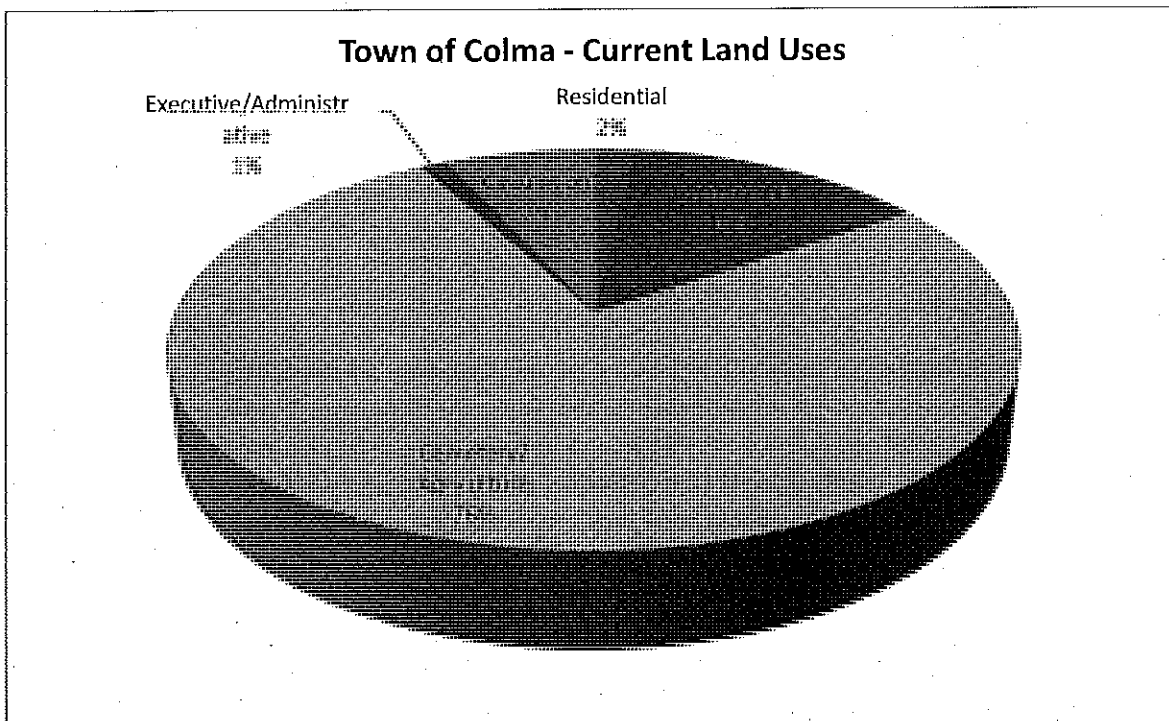
For the past several years, city staff, and elected officials from 19 jurisdictions in both San Mateo and Santa Clara Counties have been engaged in a joint effort to transform the El Camino Real corridor into a “grand boulevard of meaningful destinations.” Known as the Grand Boulevard Initiative (GBI), the effort brings together for the first time all of the agencies having responsibility for the condition, use and performance of El Camino Real. The Initiative’s goal is to transform El Camino Real from a suburban, low-density strip commercial highway to a vibrant, mixed-use, pedestrian-friendly boulevard and destination that links regional transportation improvements and local economic efforts.

Within Colma, much of El Camino Real is dedicated to cemetery uses, and the Town desires development that is respectful of this established land use. However, opportunities exist on the northern edge of Colma for the development of housing across the street and adjacent to the Colma BART station and to the south on Mission Road.



The distribution of Colma's current land uses are illustrated in *Exhibit IV-9*, below:

*Exhibit IV-9, Land Uses within Town of Colma*



Source: *Town of Colma General Plan Land Use Element*

### Sphere of Influence

The Town of Colma's jurisdiction boundary is coterminous (shares the same boundary) with the Town's adopted sphere of influence, which was last reviewed by San Mateo Local Agency Formation Commission (LAFCo) in 2007. A sphere of influence, as determined by LAFCo, is the logical, long-term service boundary for that agency. Absent a sphere of influence amendment, annexation of territory to the Town of Colma is not possible.

There are two unincorporated areas located to the north of Colma, Broadmoor Village and an area commonly referred to as "unincorporated Colma." LAFCo has determined that the City of Daly City is the logical future long-term service provider for both the Broadmoor and the unincorporated Colma areas. Both of these areas are within the LAFCo adopted City of Daly City sphere of influence.

### Disadvantaged Unincorporated Communities

Disadvantaged unincorporated communities (DUCs) are defined as inhabited territory (containing 12 or more registered voters) that constitute all or a portion of a community with an annual median

household income that is less than 80 percent of the Statewide annual household income (MHI). The MHI data is derived from the U.S. Census Bureau – American Community Survey 2006-2010. The State MHI for this period was \$60,883. The qualifying income for a DUC is 80 percent of that figure, or \$48,706.

State law requires identification and analysis of service issues within DUCs as part of the municipal service reviews (MSRs) and sphere of influence (SOI) reviews. State law also places restrictions on annexations to cities if a proposed annexation is adjacent to a DUC. No DUCs have been identified within or adjacent to the Town of Colma. No additional DUC analysis is required as part of this MSR/SOI update.

**Municipal Services**

The Town of Colma provides a range of services for its 1,492 full-time residents as well as an increased daytime population. Due to a high concentration of retail stores, car dealerships, cemeteries and a card room and that employ over 3,500 people and serve thousands from surrounding areas, the daytime population spikes significantly. City services include general administration, police, street maintenance, traffic signalization and control, code enforcement and planning/community development. The key municipal services are summarized below in **Table IV-51**, and are discussed in detail on Pages 128 - 135 of this report.

**Table IV-51, Town of Colma Municipal Services**

Key Colma Municipal Services	Description of Services
<b>Police</b>	Dispatch and detective duties, motorcycle patrol, community service officer, and ongoing coordination with the Daly City/North San Mateo County SWAT (Special Weapons and Tactics) team.
<b>Fire</b>	The Town of Colma is within the Colma Fire Protection District (CFPD), which serves Colma and surrounding unincorporated areas, including Broadmoor and unincorporated Colma. The CFPD provides fire suppression and prevention, public education, rescue, hazardous materials (first response), and basic/advanced emergency medical care.
<b>Public Works/Planning</b>	<i>Public Works/Engineering/Planning and Building Division:</i> Oversees the Town’s capital improvement program, provides development review, and issues grading and encroachment permits. The Planning Division oversees new development applications, long range planning efforts (General Plan) and code enforcement. The Building Division oversees building permit plan checking, permit issuance and inspections.  <i>Public Works Maintenance Division:</i> Maintains public infrastructure, including streets, sidewalks, traffic signals (through contract with SSF), sewer (through contract with NSMSD and City of South San Francisco), storm drains, and public facilities.

<b>Water and Wastewater</b>	Water service is provided by California Water Service Company, a private water purveyor; Colma owns its sewer system but contracts with North San Mateo County Sanitation District and the City of South San Francisco for maintenance and sewage treatment services.
<b>Library and Recreation Services</b>	Colma has no public libraries located within its boundaries; however, residents are served by nearby libraries in both Daly City and South San Francisco; the Town's Recreation Services Department provides a variety of programs and activities and offers a community center, recreation center, and dog park for residents' use.
<b>Animal Control</b>	Provided through contract with San Mateo County Joint Powers Authority (JPA) with Peninsula Humane Society.
<b>Solid Waste</b>	Provided through City franchise agreements with Allied Waste, Recology, and South San Francisco Scavenger.

**Police**

The Colma Police Department includes a total of 26 employees, 19 of which are sworn police personnel. The Department provides dispatch and detective services, community service outreach, and participates in the Daly City/North San Mateo County Special Weapons and Tactics (SWAT) team. Department staff also frequently participates in countywide law enforcement efforts by taking part in the San Mateo County Gang Task Force, Avoid the 23 (DUI) Task Force, Narcotic Task Force Details, Alcohol Beverage Control Operations, Saturation Traffic Enforcement Program (STEP) and as Police Academy instructors.

The Department is organized into four divisions: Administration, Patrol, Communications, and Grants.

- The Police Administration Division Provides planning, direction, and oversight of the Police Department. Staffing for this division includes the Police Chief, a Detective Sergeant, a Detective, and an Administrative Technician III.
- The Police Patrol Division Provides front-line uniform response to calls for police services. Police Patrol addresses neighborhood quality-of-life issues and responds to all security-related service needs of the community, including: threats to life and property, enforcement of traffic laws, and investigation of crimes against persons and property. The Division's personnel include one Police Commander, four Police Sergeants, and ten Police Officers. As staffing allows, one officer is assigned to a motorcycle on a part-time basis, and officers work a variety of other ancillary assignments including Special Weapons and Tactics (SWAT) and the San Mateo County Gang Task Force.
- The Police Communications Division Provides the clerical and record-keeping duties of the Department and all citizen-initiated calls for service. The Division is staffed by one Dispatch Records Supervisor and three Dispatchers.
- The Police Grants Division was initiated in FY 2001-02 to comply with State requirements to separately account for certain annual State-provided funds, including the Supplemental Law Enforcement Services Fund for front-line personnel services, officer training costs, and funding of a Community Service Officer (CSO).

There are four or more common performance measures that can generally be used to evaluate effectiveness of services in law enforcement:

- Sworn officer personnel per 1,000 population
- Annual composite crime rate
- Response time
- Incident rates (for major crimes)

**Table IV-52, Sworn Officer Personnel per 1,000 Population**

Agency	Population	# Sworn Police Personnel (SPP)	SPP/1,000 Population
City of Daly City	104,739	111	1.06/1,000
City of Brisbane	4,443	16	3.6/1,000
City of Pacifica	38,606	33	0.9/1,000
City of So. San Francisco	66,174	83	1.3/1,000
City of Richmond	107,571	285	2.7/1,000
<b>Town of Colma</b>	<b>1,492</b>	<b>19</b>	<b>12.8/1,000</b>
Broadmoor PPD	4,633	11	2.37/1,000

Source: Agency Budgets/Data Extrapolation

The Composite Crime Rate is determined annually by the California Attorney General for cities as a calculation of all violent crimes (murder, assault, robbery and rape) and property crimes (burglary, theft and auto theft) per 100,000 population. **Table IV-53** below, indicates that Colma's composite crime rate ranks substantially higher than the statewide composite crime rate. The Town of Colma is unusual in that it has a very low population combined with a cardroom and some commercial businesses that apparently result in heightened police activity concentrated in a small area.

Although from 2008 to 2013 the City's annual composite crime rate dropped by about 17 percent, the rate remains extraordinarily high per an equivalent 100,000 population calculation. It is also noted that of the cities and police departments in North San Mateo County, the Town of Colma has the highest ratio of sworn officer personnel per 1,000 population of the seven agencies as shown in **Table IV-52** above. However, as noted above, the Town's daytime population increases exponentially due to retail, car dealerships, cardroom, and cemetery uses.

**Table IV-53, Annual Composite Crime Rate Comparison (per 100,000 population)**

Year	California Average	Town of Colma
2008	3,436	22,444
2013	3,061	18,633

Source: California Attorney General

Law enforcement response times must be quick in order for crimes to be averted and public safety maintained. Response time is generally defined as the amount of time it takes a police officer to reach the scene of a reported crime or incident after the officer has received the dispatch call from the 911

operator. Police calls for service receive priority rankings, with "Priority 1" calls considered the most serious. Priority 1 calls are defined as those that require immediate response and/or when there is reason to believe that an immediate threat to life exists.

According to the latest statistics from the City of Colma as shown in *Table IV-54*, below, the Department's estimated average response time for Priority 1 calls exceeded the national average by at least two minutes.

**Table IV-54, Police Response Time Comparison – Priority 1 Calls**

Year	National Average	Town of Colma
2014	8-9 minutes	4 minutes, 30 seconds

*Source: City of Colma Police Department; no records for prior years*

**Incident Rates**

The most current California Attorney General Annual Report available (2013) indicates that while the crime rate per 1,000 population is high, most major crime categories (murders, rapes, robberies, auto thefts and thefts) in the Town of Colma are down from 2007 to 2013; during this time period, only burglaries were up by approximately 30 percent. This may be at least partially attributable to the demographics, property uses and activities concentrated in the community. A closer analysis of the police activity and crime statistics is warranted to better understand localized crime activities and trends.

**Cost of Police Services per Call for Service**

Another point of reference for evaluating the cost effectiveness of police services is calls for services and costs per call. The FY 2013-14 Operating Budget for the Town of Colma Police Department was \$5,474,100. The Department responded to 4,309 requests for service resulting in an estimated cost per-call of service of \$1,270.39. This is the highest per-call amount of the four agencies studied in the area providing police services.

The Town of Colma Police Department statistical data show an abnormally high crime incident rate per 100,000 population, and the highest cost per call of the five city and police service agencies in the area. The Town of Colma uses its own police department and funds the higher cost from local revenues as a policy decision. A review of costs for police services, the types and number of calls for service, and the location of specific crimes may result in focusing police services to reduce certain crime rates and considering alternatives to possibly reduce costs.

**Fire**

Fire protection services for the residents of Colma are provided by the Colma Fire Protection District (CFPD). (See the Chapter on CFPD for more detailed information.) CFPD operates out of Fire Station #85 located at 50 Reiner Street in unincorporated Colma. The District is staffed by one fire chief, five fire captains, three fire lieutenants, and 35 firefighters. One fire captain also serves as the Emergency

Medical Services (EMS) Coordinator. Additionally, one fire captain is also trained as a Fire Prevention Specialist/Cause Investigator, and one firefighter serves as the District's Business Coordinator.

The District reports that all members are trained to the California State Fire Marshall Fire Fighter One Level and receive additional training in structural and wild land firefighting. The District added advanced life support services (paramedic) in 1998. One paramedic is on duty 24 hours per day. The balance of fire department staff are "volunteer" paid call responders. They respond to a pager when a call for service is received. Many of the volunteers reside or work near the fire station or spend time there assisting the department. While this is not a typical urban or suburban fire agency staffing model, the statistics for service response times indicate that calls are being handled within urban fire response standards.<sup>26</sup>

CFPD operates with three "Type 1" engines<sup>27</sup> (Engines #85, #86, and #285) and one 100-foot aerial ladder truck (Truck #85), all housed at the Reiner Street Fire Station.

**Table IV-55, Emergency Medical Service & Fire Structure Response Times**

Year	National Standard (minutes/% of times) Volunteer Agency	Colma FPD (minutes/% of times)
2014	9 minutes/ 90%	7 minutes/89.1%

Source: San Mateo County Dispatch Agency, *National Fire Protection Association Standard for the Organization of Fire Suppression Operators for Volunteer Fire Departments, 2010 Edition.*

\* Per NFPA Standards for a volunteer fire department, the minimum staffing to respond for an Urban Area Demand Zone (including automatic aid) is 15 volunteers or mutual aid responders to the call of a structural fire.

**Table IV-56**, below, compares the cost per call of service among the Cities of Brisbane, Pacifica, Daly City, and the Colma Fire Protection District for FY 2012-13. The cost per call is a cost calculation based on the amount each agency budgets for fire department expenses, the number of reported calls, and the service population. Of the four agencies surveyed, CFPD has the lowest cost per call for service.

<sup>26</sup> Advanced life support, paramedic, and ambulance medical emergency transport services in San Mateo County are being provided via a Joint Powers Authority including the County, cities and fire districts that contracts with American Medical Response (AMR). AMR and member agencies must maintain response times at a compliance level of at least 90% in each of the five zones for both paramedic first response vehicles and emergency ambulances. The paramedic first response time is 6:59 minutes in urban/suburban areas.

<sup>27</sup> Type 1 engines are used for structural firefighting and generally have the capability to pump 1,000 gallons per minute (GPM) and are manned by a minimum of four people.

**Table IV-56, Cost of Service, Fire and Emergency Response\***

Agency	Brisbane	Pacifica	Daly City	Colma FPD
Budget (Fire)	\$2,247,447	\$5,451,486	\$15,334,632	\$1,361,500
Service Population	4,443	38,606	104,739	5,668
Per Capita	\$505.84	\$141.21	\$146.41	\$240.21
# of Calls for Service for FY 2012-13	706	1,873	7,179	728
Cost per Call	\$3,183	\$2,911	\$2,136	\$1,870

\* Calls do not include scheduled calls for safety inspections or non-emergency contacts.  
Source: Agency Budgets and CAFR Documents

In addition to responsibilities for fire suppression and emergency medical response, fire departments are responsible for ensuring that buildings and special use property comply with the latest fire codes and standards. This is usually accomplished through a building inspection process as new buildings are constructed or existing buildings are remodeled. As show in **Table IV-57**, in 2014, CFPD completed 99 percent of all site/facility inspections within the established time frame. This exceeds the national standard for cities of a similar size.

**Table IV-57, Site/Facility Inspections (Property/Building Inspections Completed w/in Established Time Frame)**

Year	National Standard	Colma
2014	90%	99%

Source: Phone Interview with Chief Balton on March 11, 2015

Based upon an evaluation of current budget resources and available performance statistics, no significant deficiencies with the Colma Fire Protection District have been identified for the level of service currently provided. It is recognized that if additional funding were available and response plans adjusted with one or more adjacent agencies, improved response capability might be possible. This has been studied several times in the past 10 years with no acceptable and fully funded plan being developed. **It is also recognized that any proposal to change the service method or area of the Colma Fire Protection District would have a potential impact upon the Town of Colma. The Town should be consulted to provide input in any such studies or organizational reviews.**

**Public Works/Planning/Building**

Colma utilizes contract technical professionals and three Town employees to provide Public Works/Planning/Building services. The Town’s Public Works Department is organized within three major divisions:

- The Administration/Engineering/Building Division manages the Town’s five-year Capital Improvement Program (CIP), the Storm Water NPDES permitting program, annual sewer service charges, solid waste and recycling, sewer system maintenance, and oversight of roadway infrastructure and related projects. The Division also provides general engineering, consulting

and building inspection services, processes building/grading/encroachment permits, and provides plan review and inspection services for land development projects.

- The Maintenance Division is responsible for the maintenance of public streets, sidewalks, traffic signals, and public facilities. The Division also manages the sewer maintenance contract and provides roadway weed/litter control and graffiti abatement.
- The Planning Division is responsible for advanced (long-term) planning, current planning (application processing), economic development and sustainability, and neighborhood-related services (code enforcement). This Division prepares and maintains the Town's General Plan, which establishes the community vision for the physical development of Colma.

### Street Pavement Condition

The Bay Area's local streets and roads form the foundation of the regional transportation system, providing access to jobs, homes, schools, shopping and recreation for motorists, bicyclists, and pedestrians. The Bay Area's street network includes almost 42,500 lane miles of roadway in addition to curbs and gutters, sidewalks, storm drains, traffic signs, signals, and lights. The Pavement Condition Index (PCI), developed by the United States Army Corps of Engineers, is widely used to indicate the general condition of a pavement. PCI is a statistical measure that requires a visual survey of the pavement. The result of the survey is a numerical value between 0 and 100, with 100 representing the best possible condition and 0 representing the worst possible condition.

According to the Bay Area Metropolitan Transportation Commission, in 2013, pavement on Bay Area streets and roads remained in "fair" condition with an overall PCI of 66. This is the fifth consecutive year with the same regional PCI for the Bay Area and is indicative of stagnation in performance gains over the past few years. While local governments continue to work to improve their pavement conditions, aging infrastructure remains a challenge for the region.

The Town's road system includes 23 centerline road miles. The Town of Colma's Three-Year Rolling Average PCI of 73 places the City within the "good/fair" PCI range and ranks significantly higher than the regional PCI for the Bay Area.

## WATER AND WASTEWATER

### Water

Water service to the Town of Colma is provided by the California Water Service Company (**Cal Water**), a private purveyor. Colma is within the **Cal Water's** Bayshore District, which provides water from a combination of groundwater and purchased water sources. The purchased water is acquired from the San Francisco Public Utilities Commission, whose sources are the Hetch Hetchy System, the Tuolumne Basin, and individual local sources. A new treatment plant for groundwater supply opened in 1997. The City and County of San Francisco, acting under the jurisdiction of the Public Utilities Commission, owns land and easements for its water transmission lines throughout Colma.



Colma is located above a groundwater aquifer associated with local geology. Private well water is the primary source of irrigation water used by approximately half of the cemeteries in Colma.

#### Wastewater

The Town of Colma owns its sewer collection system but contracts with the City of South San Francisco and the North San Mateo County Sanitation District (NSMCSD) for collection, maintenance, and disposal services. In Fiscal Year 2013-14, Colma budgeted \$890,000 for contract services provided by South San Francisco and NSMCSD. The Colma collection system is aged, and the City budgeted \$70,000 in Fiscal Year 2014-15 to complete a Sanitary System Master Plan to evaluate the system and identify needed upgrades and replacement projects over the next 20 years.

#### Library and Recreation Services

There are no public libraries located in Colma. The nearest library is Serramonte Library located at 40 Wembley Drive in Daly City, approximately 1.4 miles from Colma. The Serramonte Library is part of the Peninsula Library System and offers over 100,000 books, audiobooks, music CDs, and DVDs. The Serramonte facility also offers a public computer lab and a community meeting room.

According to the General Plan and recent calculations by the Planning Department, there are approximately 2.43 acres of park land within Colma.<sup>28</sup> This falls below both the State Recreation Commission standard (2.6 acres per 100 dwelling units) and the National Park and Recreation Commission standard (four to five acres per 100 dwelling units). It should be noted that these standards are guidelines only and are not necessarily the most appropriate measure of sufficient recreational facilities for a specific city.

The 2,266-acre San Bruno Mountain State and County Park is located immediately adjacent to Colma's eastern boundary and offers an extensive trail system, picnic grounds, day camp, and handicapped-accessible nature trail.

#### Animal Control

Colma, along with the other 19 cities and the County, is a member of a joint powers agreement (JPA) administered by the County to operate a countywide animal control program. The County contracts with the Peninsula Humane Society (PHS), a private non-profit organization, to enforce all animal control laws, shelter homeless animals and provide a variety of other services.

PHS has been in operation for over 50 years and is one of the largest humane organizations in the United States. It operates out of two locations in San Mateo County: 12 Airport Road, San Mateo, and 1450 Rollins Road, Burlingame.

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<sup>28</sup> The General Plan also recognizes open space including the Colma Creek Open Area, 791 acres of cemetery, and other open space.

### Solid Waste

The Town of Colma currently has non-exclusive franchise agreements with three waste hauler companies that provide solid waste and recycling services to Colma residents and businesses: Allied Waste, Recology, and South San Francisco Scavenger. The non-exclusive franchise agreement expires in 2016, and the Town is in the process of selecting one provider beginning in April of 2016.

### Colma Highway Lighting District

The Colma Highway Lighting District (CHLD), a district governed by the County of San Mateo, provides street lighting services for a portion of the Town of Colma, Olympic Country Club, Broadmoor Village, unincorporated Colma, and a portion of San Bruno Mountain Park. The District, formed on September 17, 1909, is governed by the five-member San Mateo County Board of Supervisors.

San Mateo County Public Works personnel maintain and service the streetlight fixtures on both the Pacific Gas and Electric (PG&E) and County-owned poles within the CHLD service area. PG&E is paid a fixed monthly fee for electrical energy by the District. District revenue is a share of the 1% property tax. A 2007 LAFCo Municipal Service Review/Sphere of Influence report included a recommendation by the County of San Mateo that the Town of Colma be detached from the CHLD. However, no action was taken by the Town of Colma due to a concern that as a "Low Property Tax" city,<sup>29</sup> the Town would not receive segregated property tax for the purpose of maintaining street lights and would be taking on added service responsibility without increased revenue, **unless the lighting district is established as subsidiary district of the Town with segregated property tax revenue.**

### Financing Constraints and Opportunities

The Town of Colma has a relatively small population (1,492 residents in 2013). A large portion of the Town is devoted to cemetery uses, although Colma does have a commercial shopping area, a cardroom facility, and a large concentration of car dealerships.

The economic recession over the past seven to eight years has resulted in the Town leaders and staff adopting a strategy to reduce discretionary spending (including most capital projects) and to cap employee raises and benefits. The revenues of the Town are highly dependent on sales taxes (59 percent) and cardroom taxes (27 percent). The remaining 14 percent is derived from property taxes and other revenues sources. Colma has adopted a Strategic Plan that includes development strategies to increase business investment to generate additional taxes and fee revenues. The cardroom revenues have stayed generally consistent in recent years and are not expected to increase substantially.

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<sup>29</sup> When Proposition 13 passed in 1978, it froze property taxes at their current levels. Prop. 13 created significant problems for cities with low property tax rates at the time. These cities could not raise property tax rates to meet their community needs. Property tax share was frozen by the Legislature in the distribution formula from AB 8, passed in 1979. Tax Equity Allocation (TEA) funding implemented through AB 709 and AB1197 is a mandated formula in which California's no or low property tax cities receive a minimum of 7% of the property tax revenue available within their boundaries.

**General Fund Summary**

A City's General Fund is the main fund of an agency providing revenues and tracking expenditures for core services, including administration, accounting, non-enterprise, or business services. Revenue sources that are typically allocated to the General Fund are property taxes, sales taxes, general taxes and fees, and interest income on invested funds.

Sales Tax – Sales tax, generated primarily from Colma's auto sales center and commercial area, is the largest revenue source for the Town. The recent economic downturn lowered the sales tax revenues for several years, but sales tax has recovered in Fiscal Year 2013-14. The actual sales tax revenue of \$9,191,015 in Fiscal Year 2013-14 was the highest amount in 10 years. The Town of Colma's staff is projecting a nominal increase in future years.

Cardroom Tax – The Town is the home of a large cardroom enterprise that generates the second-largest revenue for the Town - \$4,140,070 in Fiscal Year 2013-14. While the revenue is significant, due to economic factors, this revenue source is less reliable than others for long-term consistency.

Property Tax - Property tax is a less-significant but still important revenue source. This is a function of the Town being a Low Property Tax City<sup>30</sup> and receiving 7% of the 1% property tax and the large area of the Town in cemetery use. The Fiscal Year 2013-14 amount of \$472,157 is generally consistent with the amount of property tax generated over the past five to 10 years.

**Revenue Projections and Assumptions**

Revenues from sales taxes are projected to increase nominally by about 5 to 6 percent per year over the next four to five years. Cardroom taxes and various miscellaneous revenues are projected to stay relatively flat or slightly down over the same time period. *Table IV-58*, below, shows Colma's major revenue sources for Fiscal Year 2012-13 through Fiscal Year 2014-15.

***Table IV-58, Town of Colma Major General Fund Revenues (in 000's)***

	FY 2012-13	FY 2013-14	FY 2014-15
Property Tax	\$ 617,618	\$472,157	\$ 488,600
Sales Tax	\$ 8,123,852	\$9,191,015	\$8,850,000
Cardroom Tax	\$4,703,462	\$4,140,070	\$4,000,000
Total	\$13,444,932	\$13,803,242	\$13,338,600
Total Gen Fund	\$15,510,393	\$16,132,050	\$15,007,032

Source: Approved Fiscal Year 2014-15 Budget

To put The Town of Colma's financial status in perspective, it is helpful to compare what the State defines as "general revenue" per capita for a number of San Francisco Bay Area cities. Historically,

Colma has remained at the higher end of general revenue per capita in relationship to neighboring cities and in the State owing to the Town's small population and concentration of retail stores and car dealerships. A review of Fiscal Years 2009-10 and 2010-11, depicted in **Table IV-59**, below, shows Colma at the top of the list.

**Table IV-59, General Revenue Per Capita – Bay Area Cities**

City	FY 2009-10	FY 2010-11	% Change +/-
<b>Town of Colma</b>	<b>\$3,635</b>	<b>\$3,669</b>	<b>0.1%</b>
Brisbane (4,266)	\$2,978	\$2,656	-10.8%
Richmond (105,580)	\$992	\$1,065	7.4%
So. San Francisco (63,632)	\$681	\$736	8.1%
Daly City (104,379)	\$479	\$544	13.6%
Pacifica (38,606)	\$470	\$508	8.1%

Source: Adopted Budgets and Audits

**Enterprise Revenues**

The Town of Colma does not have specified enterprise funds due to not operating utilities or other stand-alone operations. The Town does categorize several revenue sources as Program Revenues including permit fees and charges for services. Funds from these programs are operated and accounted for separately from the General Fund and are used to establish user fees and charges for the services.

**Water and Wastewater Utility Services**

As described previously, water service is provided by a private company (California Water Service Company) outside of the Town of Colma's operations.

**Water Rates**

Typical water rates for agencies providing water service in the North San Mateo County area are illustrated in **Table IV-60**, below.

**Table IV-60, Agency Water Rate Comparison (monthly)**

Agency	City of Brisbane/GVMID	Town of Colma (CA Water Service Co.)	City of Daly City	North Coast County Water District (Pacifica)
Residential Fixed Service Charge (*)	\$11.34	\$10.50	\$13.04	\$13.36
Commodity Charge (7 CCF**)	\$31.90***	\$34.13	\$27.91	\$25.66
Typical Total Residential Cost (1 month)	\$43.24	\$44.63	\$40.95	\$39.02

\* Monthly for 5/8-inch Meter

\*\* CCF = 100 Cubic Feet

\*\*\* Brisbane adopted a Capital Projects Fee in 2014 that is Included in the Commodity Rate

Sewer Rates

The Town of Colma's sewer rates have not kept pace with operating costs and identified deferred capital maintenance needs.<sup>31</sup> The Town has provided a sewer residential subsidy over a six-year period that will be phased out in 2016. Typical costs for a residential user are shown in **Table IV-61**, below:

**Table IV-61, Sewer Rate Comparison by Agency**

	<b>City of Brisbane/GVMID</b>	<b>City of Pacifica</b>	<b>Daly City/Town of Colma/North San Mateo Co. San Dist.</b>	<b>Bayshore Sanitary District</b>
	1,897 EDUs Av. Dry Weather Flow: 260,000 GPD	11,659 EDU's Av. Dry Weather Flow: 2,350,000 GPD	22,942 EDUs Av. Dry Weather Flow: 6,600,000 GPD (3-year average)	2,372 EDUs Av. Dry Weather Flow: 260,000 GPD
<b>Residential</b>				
Fixed Charge	\$68.87	\$91.13	\$5.74/CCF	\$125/Year per EDU
Meter EDU				
Flows up to 8 CCF				\$5/CCF
Total Bi-Monthly Cost (Typical at 15 CCF)	144.97	\$182.27	\$86.10	\$75.00
Annual Cost	\$869.82	\$1,093.62	\$516.60	\$575.00
<b>Commercial</b>				
Fixed Charge	\$68.87	---	Same as above	\$125.00
Flows to 15 CCF	84.34	\$91.13x.90*	Same as above	\$5/CCFx.90*
Total Bi-Monthly Cost	\$153.21			\$67.50*
Annual	\$919.26	\$984.20	Same as above	\$530.00
Sewer Connection Charge per EDU	\$2,532/EDU	\$2,835.28/EDU	\$2,600/EDU	Residential - \$3,414/EDU; Commercial \$17.01 per GPD Est.

EDU = Equivalent Dwelling Unit

CCF = Hundred Cubic Feet

GPD = Gallons per Day

**\* This example reflects a strength factor of 0.9; the strength factor may vary from 0.90 to 2.41 affecting the strength change accordingly.**

<sup>31</sup> The 1997 LAFCo Municipal Service Review identified the Town's practice of subsidizing residential sewer service by charging \$1 per year, a subsidy of approximately \$160 per year per residence and recommended that the Town establish rates to recover the cost of providing service.

#### Gas Tax Fund 17

\$50,750 in gas tax funds is available annually for street and related improvements.

#### Capital Improvement Programs

Colma placed a hold on capital projects in 2008 due to the economic downturn. In Fiscal Year 2013-14 and Fiscal Year 2014-15, \$5,433,000 has been authorized to implement high-priority projects, including the renovation of Town Hall; various technology upgrades throughout the Town; Improvements to Hillside Boulevard and Mission Road; and a Sanitary Sewer System Assessment Study.

#### Debt Management

In 2014, the Town Council authorized paying off its Town's Certificates of Participation (COPs) in the amount of \$14 million and is now debt free. This was viewed as a cost-saving step since interest costs greatly exceeded interest income from the bond proceeds.

#### Long-term Challenges

The Town is in a unique situation of having set aside **significant** reserves over several prior years. The Town's reserve balance as of June 30, 2014 was \$23,455,000.

The Town's leadership continues to look toward improving its financial situation through incorporating economic development as a key component of its Strategic Plan implementation. Deteriorating infrastructure and a delay of major maintenance over the past seven to eight years has built up a backlog of maintenance projects. Public pension and benefit liabilities have been calculated to total approximately \$8.2 million over the next five years, and retirement and medical costs are projected to increase.

#### Shared Services & Opportunities

The Town of Colma has engaged in a number of cooperative and contractual arrangements to increase management and /or operational efficiencies. These include, but are not limited to, the following:

- The Town contracts with the City of South San Francisco for streetlight and signal maintenance.
- Sanitary sewer maintenance within Colma is provided by the North San Mateo County Sanitation District (NSMCSD) by contract.
- Fire suppression services are provided by the Colma Fire Protection District (CFPD).
- Public Works, Planning and Building services are provided by CSG Consultants, Inc.
- The Town contracts with the City of South San Francisco Police Department to provide dispatch services in off-peak hours.
- Animal Control services are provided through contract with San Mateo County JPA with the Peninsula Humane Society (PHS).

### Accountability & Alternative Governance Options

The Town of Colma is governed by a five-member City Council, elected at large. The Council meets on the second Wednesday of each month at 7:30 pm. Councilmembers are compensated \$924 per month and receive pension, deferred compensation and health benefits based upon their term of office for their service. Meeting agendas are posted on three public bulletin boards and the Town's website on the third business day in advance of any regular meeting of the City Council. Agendas for special meetings are posted at least 24 hours in advance of the meeting. Citizens may also request agendas and any agenda packet materials be sent via USPS or email.

Except if specifically permitted by law, all meetings are open and accessible to the public. Regular meetings, and most special meetings, are scheduled in the evening. The Town also provides reasonable accommodation for persons with disabilities if requested in advance. Colma does not provide live web streaming or television broadcast of City Council meetings.

Colma's website provides the public with Internet access to City Council agendas and minutes, public notices, announcements, budgets, audits, and capital improvement programs. The website also includes a "transparency" link that offers the public an interactive tool to explore the Town's budget in various formats. The online application was pioneered by OpenGov, a local software engineering company specializing in data accessibility, to help strengthen the relationship between local government and community members. Colma also distributes a monthly newsletter to residents with updates and announcements about Town activities.

### GOVERNANCE OPTIONS

Three alternative governance options were identified for the Town of Colma:

- **Maintain status quo:**  
Colma has the smallest service population (1,492 residents) of any city in San Mateo County. Despite a backlog of maintenance projects (largely due to the recession of the past seven to eight years), the Town has managed to maintain a substantial reserve of approximately \$24 million. Services are adequate for the current service population, and limited growth is projected in the future. The Town is highly dependent on sales tax and cardroom revenues. Like many cities, Colma faces growing pension and employee obligation costs.
- **Consolidate with the City of Daly City:**  
Although not a common approach of cities, and likely politically infeasible, consolidation of Colma with Daly City may have the potential to realize overall operational efficiencies while reducing administrative overhead. Pursuit of this option would only be possible if there was interest from both agencies in investigating this alternative at some time in the future. **LAFCo staff does not recommend studying this alternative.**
- **Merge the Town of Colma and the Colma Highway Street Lighting District:**

The Colma Highway Lighting District (CHLD), currently a County-governed district, provides street lighting services for a portion of the Town of Colma, Olympic Country Club, Broadmoor Village, unincorporated Colma, and a portion of San Bruno Mountain Park. The District, formed in 1909, is governed by the five-member San Mateo County Board of Supervisors. Merging the **portions of the town within CHLD** with the Town of Colma may realize operational and fiscal efficiencies and **reduce the burden on the County of San Mateo to provide service within a city. Additionally, decisions by the City Council regarding placement of new lights or development-related decisions concerning street lights would not need to be coordinated with the County.** Both agencies should pursue a detailed study of this option, taking into consideration the maintaining lighting district funds segregated from the Town’s general property tax revenue **in the form of a subsidiary district.**

**Recommended Municipal Service Review Determinations**

Based on the information, issues and analysis presented in this report, proposed MSR determinations pursuant to Government Code Section 56430, are presented below for Commission consideration:

<p><i>Growth and population for affected area.</i></p>	<p>According to the most recent Census data, the Town of Colma has 1,492 residents, making it San Mateo’s smallest city by population. Colma’s small population grew from 1,187 in 2000 to 1,403 in 2010, increasing by 216 residents or 18 percent. The Association of Bay Area Governments (ABAG) predicts that Colma will continue modest growth over the next 20 years to reach a population of 2,151 in 2035. However, since the 1980s, Colma’s economy has become increasingly diversified with a variety of retail businesses, a card room facility, and one of Northern California’s largest collections of car dealerships serving a regional market. These factors result in a significant spike in daytime population and have impacts on police services and fire protection (provided through the Colma Fire Protection District).</p>
<p><i>Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.</i></p>	<p>There are no disadvantaged unincorporated communities (DUCs) located within or contiguous to the Town of Colma’s sphere of influence.</p>
<p><i>Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.</i></p>	<p>There are no disadvantaged unincorporated communities (DUCs) located within or contiguous to the Town of Colma’s sphere of influence.</p>



<p><i>Financial ability of agencies to provide services.</i></p>	<p>As a low property tax city, Colma is highly dependent on sales taxes (59 percent) and cardroom taxes (27 percent). The remaining 14 percent is derived from property taxes and other revenue sources. Colma has adopted a Strategic Plan that includes development strategies to increase business investment to generate additional taxes and fee revenues. The cardroom revenues have stayed generally consistent in recent years and are not expected to increase substantially.</p> <p>Colma is in a unique situation of having set aside reserves over several prior years and being able to draw on those reserves during the past seven to eight years. The Town's reserve balance as of June 30, 2014 was \$34,429,833.</p> <p>The Town's leadership continues to look toward improving its financial situation through incorporating economic development as a key component of its Strategic Plan implementation. Deteriorating infrastructure and a delay of major maintenance over the past seven to eight years has built up a backlog of maintenance projects. Public pension and benefit liabilities have been calculated to be about \$8.2 million over the next five years, and increased retirement and medical costs are projected.</p>
<p><i>Status of, and opportunities for, shared facilities.</i></p>	<p>The Town of Colma has engaged in a number of cooperative and contractual arrangements to increase management and/or operational efficiencies. These include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• The Town contracts with the City of South San Francisco for streetlight and signal maintenance.</li> <li>• Sanitary sewer maintenance within Colma is provided by the North San Mateo County Sanitation District by contract.</li> <li>• Fire suppression services are provided by the Colma Fire Protection District.</li> <li>• Public Works, Planning and Building Department services are provided by CSG Consultants, Inc.</li> <li>• The Town contracts with the City of South</li> </ul>

	<p>San Francisco Police Department to provide dispatch services in off-peak hours.</p> <ul style="list-style-type: none"> <li>• Animal Control services are provided through contract with San Mateo County JPA with the Peninsula Humane Society (PHS).</li> </ul>
<p><i>Accountability for community service needs, including government structure and operational facilities.</i></p>	<p>The Town of Colma is governed by a five-member City Council, elected at large. The Council meets on the second Wednesday of each month at 7:30 pm. Councilmembers are compensated \$924 per month for their service. Meeting agendas are posted on three public bulletin boards, and the Town’s website on the third business day in advance of any regular meeting of the City Council. Agendas for special meetings are posted at least 24 hours in advance of the meeting. Citizens may also request to be sent agendas and any agenda packet materials via USPS or email.</p> <p>Colma’s website provides the public with Internet access to City Council agendas and minutes, public notices, announcements, budgets, audits, and capital improvement programs. The website also includes a “transparency” link that offers the public an interactive tool to explore the Town’s budget in various graphical formats.</p> <p>Two alternative governance options were identified for the Town of Colma:</p> <p><b>Maintain status quo:</b></p> <p>Colma has the smallest service population (1,492 residents) of any city in San Mateo County. Despite a backlog of maintenance projects (largely due to the recession of the past seven to eight years), the City has managed to maintain a substantial reserve of approximately \$34.4 million. Services are adequate for the current service population and limited growth is projected in the future. The City is highly dependent on sales tax and cardroom revenues. Like many cities, Colma faces growing pension and employee obligation costs.</p>

	<p><b><i>Merge the Town of Colma and the Colma Highway Street Lighting District:</i></b>                  The Colma Highway Lighting District (CHLD), currently a County-governed district, provides street lighting services for a portion of the Town of Colma, Olympic Country Club, Broadmoor Village, unincorporated Colma, and a portion of San Bruno Mountain Park. The District, formed in 1909, is governed by the five-member San Mateo County Board of Supervisors. Merging the CHLD <b>within Town boundaries</b> with the Town of Colma may realize operational and fiscal efficiencies and result in a reduced assessment for Colma residents. Both agencies should pursue a detailed study of this option, taking into consideration the maintaining lighting district funds segregated from the Towns general property tax revenue <b>in the form of subsidiary district.</b></p>
<p><i>Any other matter related to effective or efficient service delivery, as required by commission policy.</i></p>	<p>No additional issues have been identified.</p>

**Recommended Sphere of Influence Update/Determinations**

Based on the information, issues, and analysis presented in this report, proposed SOI determinations, pursuant to Government Code Section 56425, are presented below for Commission consideration:

<p><i>Present and planned land uses in the area, including agricultural and open-space lands.</i></p>	<p>Approximately 76 percent of the land within Colma's town boundaries remains committed to cemetery and agricultural land uses. Since the 1980s, however, Colma's economy has become more diversified with a variety of retail businesses, a cardroom facility, and one of Northern California's largest collections of car dealerships that serve a regional market.</p>
<p><i>Present and probable need for public services and services in the area.</i></p>	<p>Colma's population grew from 1,187 in 2000 to 1,403 in 2010, increasing by 216 residents or 18 percent. The Association of Bay Area Governments (ABAG) predicts that Colma will continue modest growth over the next 20 years to reach a population of 2,151 in 2035. Even given a daytime population spike due to Colma's increasingly diverse economy, the City has adequate capacity to serve the projected population increase.</p>
<p><i>Present capacity of public facilities and adequacy</i></p>	<p>The overall public services are provided at an</p>

<i>of public services that the agency provides or is authorized to provide.</i>	adequate level based upon fiscal resources. Under police services, the Composite Crime Rate level is statistically high and should be monitored to determine if additional focus on police services is warranted.
<i>Existence of any social or economic communities of interest in the area if the commission determines they are relevant to the agency.</i>	None have been identified.
<i>Present and probable needs for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.</i>	There are no disadvantaged unincorporated communities (DUCs) within or contiguous to the Town of Colma.

**Recommended Sphere of Influence:** Reaffirm the current Town of Colma’s coterminous sphere of influence.



**TOWN OF COLMA**

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June 17, 2015

San Mateo County LAFCO  
Martha M. Poyatos, Executive Officer  
455 County Center, 2nd Floor  
Redwood City, CA 94063

**City Council**

Joanna F. del Rosario  
Mayor

Diana Colvin  
Vice Mayor

Helen Fiscaro  
Council Member

Raquel "Rae" Gonzalez  
Council Member

Joseph Silva  
Council Member

**City Officials**

Sean Rabé  
City Manager

Kirk Stratton  
Chief of Police

Christopher Diaz  
City Attorney

Cyrus Kianpour  
City Engineer

Brad Donohue  
Public Works Director

Michael Laughlin, AICP  
City Planner

Brian Dossey  
Director of Recreation  
Services

Lori Burns  
Human Resources Manager

Dear Ms. Poyatos,

The Town of Colma is in receipt of the Draft North County Cities and Special Districts portion of the 2015 LAFCO Municipal Services Review (MSR). This letter is intended to provide the City Council's comments on the Draft MSR.

While Colma has the smallest population of all incorporated cities within San Mateo County, the Town has been incorporated for more than 90 years and continues to provide quality services to its residents. As noted in the Draft MSR, the Town is more than financially viable with significant reserves to offset any economic decline – in fact, the Town's recently-approved Fiscal Year 2015/16 Budget includes more than 128 percent of General Fund expenditures in reserve. Thus, any notion of consolidation with any neighboring city is out of the question.

In reviewing the Draft MSR's section on the Town of Colma, the City Council agrees that there may be merit to a potential merger of the Town and the Colma Highway Lighting District. Such a merger would require significant further study, however. Staff will be investigating this during the upcoming fiscal year.

While the City Council is in general agreement regarding the Colma section of the Draft MSR, the Council is very troubled and concerned about the recommendations regarding the Colma Fire Protection District (District). The Council also finds it very dismaying that the consultant preparing the Draft MSR did not discuss the recommendation to dissolve the District with Staff, despite Staff's availability.

Any dissolution of the District would have a negative impact on the Town's residents and businesses, whether or not fire protection services would be provided by another entity (be it Daly City or the County). The District was formed during the same period of time that the Town incorporated and has provided continually high levels of service since that time. The Draft MSR itself notes the District meets national averages for calls for service and exceeds the national average for on-time building and facility inspections (page 157). The Draft MSR also states that, "Based upon an evaluation of current budget resources and available performance statistics, no significant deficiencies have been identified for the Colma Fire Protection District," (page 158). Further, the Draft MSR notes that the District's cost per call is much lower than any of the comparable agencies (page 160).

Considering the above, why would the Draft MSR recommend dissolution of the District? In light of the above and absent any contrary information, the City Council strongly objects to any proposed dissolution of the Colma Fire Protection District and urges LAFCO to reject any proposed dissolution effort. The City Council strongly supports the status quo alternative in the Draft MSR.

The City Council has also reviewed the portion of the Draft MSR regarding the dissolution of the Broadmoor Police Protection District (Broadmoor). Again, the City Council is concerned that the consultant preparing the Draft MSR failed to discuss any potential dissolution with Town of Colma Staff. Dissolution of Broadmoor could have a potentially negative effect on the Town as it is unlikely Daly City or the County would be in a position to provide the same level of police protection as Broadmoor Police currently do, which would have a spillover effect on the Town of Colma. Thus, the City Council strongly objects to any proposed dissolution of Broadmoor and encourages LAFCO to support the status quo alternative in the Draft MSR.

Thank you for your consideration of the Town's comments. Please do not hesitate to contact City Manager Sean Rabé at the phone number listed above should you have any questions.

Sincerely,



Mayor Joanne F. del Rosario

**CC:** Colma Fire Protection District  
Broadmoor Police Department  
District 5 Supervisor Adrienne Tissier



# 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: William C. Norton, Interim City Manager

MEETING DATE: September 13, 2017

SUBJECT: Support of the Paris Climate Agreement

## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF COLMA IN SUPPORT OF THE  
PARIS CLIMATE AGREEMENT

## EXECUTIVE SUMMARY

The Town of Colma is a leader in climate change protection and sustainability; by approving the resolution the Town joins other U.S. cities in the Climate Mayors Network to support and implement climate protection programs and meet the goals of the Paris Climate Agreement.

## FISCAL IMPACT

This policy statement will have no fiscal impact to the Town. The Town will continue to consider future climate protection programs for approval by the City Council.

## BACKGROUND

There is consensus among the world's leading climate scientists that global warming is caused by emissions of greenhouse gases (GHG) from human activities. Global warming is among the most significant problems facing the world today. Documented impacts of global warming include an increase of extreme weather events such as extended droughts, increased flood events, more frequent and intense forest fires, damage to food production, health impacts, loss of species, population migration and other significant problems.

On April 22, 2016, as a part of a global effort to combat climate change, the United States, along with 225 other countries, approved the Paris Climate Agreement and agreed to take actions necessary to limit global temperature increase to less than 2 degrees Celsius, with an expectation that this goal would be reduced to 1.5 degrees in the future. The United States withdrew from the Paris Climate Agreement in June, 2017. As of August 28, 2017, 372 mayors

in the United States, known as the Climate Mayors, have responded to the decision to withdraw by showing support for and committing to the goals of the Paris Climate Agreement. Several local jurisdictions within San Mateo County, including Millbrae, Burlingame, Brisbane and Menlo Park have expressed their support of the Paris Climate Agreement. By approving this resolution, Colma joins the Climate Mayors global effort to combat climate change memorialized in the Paris Climate Agreement.

## **ANALYSIS**

The Paris Climate Agreement does not specify GHG emissions reductions targets, however, California's Global Warming Solutions Act, AB 32 set a statewide goal to reduce GHG emissions to 1990 levels by 2020. In 2016, Governor Brown signed SB 32, codifying a new reductions target for statewide GHG emissions of 40% below 1990 emissions levels by 2030. The Town of Colma City Council pledged to reduce GHG emissions by completing GHG baseline studies, develop a Climate Action Plan, and other sustainability actions through committing to the U.S. Mayors Climate Protection Agreement, Sierra Club's Cool Cities Program and the Silicon Valley Climate Protection Partnership.

Since the approval of the Climate Action Plan, Colma has implemented several significant climate protection programs that include development of the commercial energy efficiency project that has saved over 651,202 kWh annually. The Town has also received numerous Beacon Awards for these efforts. Additional actions/programs include:

- upgrading all town facilities to increase energy efficiency;
- expanded residential and commercial recycling programs to include organics recycling to reduce methane, a powerful GHG;
- implemented water conservation recommendations program to our largest cemeteries; and
- implemented residential rebate programs and several other programs.

By approving the attached resolution, the Colma City Council reaffirms its commitment to combat climate change simply by staying the course in implementing appropriate climate action programs in order to meet California's statewide GHG emissions reduction targets.

## **Council Adopted Values**

The recommendation is consistent with the Council value of *vision* because it considers the future health, safety and welfare of the Town and its residents.

## **Sustainability Impact**

The recommended actions support the goals of the Town's Climate action plan and commits to the reduction of GHG emissions.

## **Alternatives**

The City Council could choose not to adopt the resolution in support for the Paris Climate Agreement. This alternative is not recommended since it does not align with the Town's values and Climate Action Plan.



## **CONCLUSION**

Staff recommends the City Council adopt the resolution supporting the Paris Climate Agreement.

## **ATTACHMENTS**

- A. Resolution
- B. Paris Climate Agreement
- C. NRDC Paris Climate Agreement Information Sheet



**RESOLUTION NO. 2017-##**  
**Of the City Council of the Town of Colma**

**RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF COLMA IN  
SUPPORT OF THE PARIS CLIMATE AGREEMENT**

The Town of Colma City Council does resolve as follows:

**1. Background.**

- (a) There is consensus among the world's leading climate scientists that global warming is caused by emissions of greenhouse gases (GHG) from human activities is among the most significant problems facing the world today.
- (b) Documented impacts of global warming include an increase of extreme weather events such as extended droughts, increased flood events, more frequent and intense forest fires, damage to food production, health impacts, loss of species, population migration and other significant problems.
- (c) The Paris Climate Agreement resulted in a commitment from almost every nation, including the United States, to take action and enact programs to limit global temperature increase to less than 2 degrees Celsius, with an expectation that this goal would be reduced to 1.5 degrees in the future.
- (d) The United States withdrew from the Paris Climate Agreement in June, 2017. As of August 28, 2017, 372 mayors in the United States, known as the Climate Mayors, have responded to the decision to withdraw by showing support for and committing to the goals of the Paris Climate Agreement.
- (e) The State of California has mandated statewide reduction of the 2030 GHG emissions target by:
  - (i) Reducing today's petroleum use in cars and trucks by up to 50%; increasing from one third to 50% our electricity derived from renewable sources;
  - (ii) Doubling the energy efficiency savings achieved at existing buildings and making heating fuels cleaner;
  - (iii) Reducing the release of methane, black carbon and other short-lived climate pollutants;
  - (iv) Managing farm and rangelands, forests and wetlands so they can store carbon; and
  - (v) Periodically updating the state's climate adaptation strategy.
- (f) The Town of Colma is committed to meet the goals enshrined in the Paris Climate Agreement.

**2. Order**

- (a) The City Council hereby indicates its commitment to reducing GHG emissions through the implementation of the Town's Climate Action Plan; and
- (b) Joins other US cities in the Climate Mayors network in adopting and supporting the goals of the Paris Climate Agreement; and
- (c) Commits to exploring the potential benefits and costs of adopting policies and programs that promote the long-term goal of GHG emissions reduction while maximizing economic and social co-benefits of such action.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2017-## was duly adopted at a regular meeting of said City Council held on September 13, 2017 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor					
Raquel "Rae" Gonzalez					
Joanne F. del Rosario					
John Irish Goodwin					
Diana Colvin					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fiscaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

**PARIS AGREEMENT**



**UNITED NATIONS**  
**2015**

## PARIS AGREEMENT

*The Parties to this Agreement,*

*Being Parties to the United Nations Framework Convention on Climate Change, hereinafter referred to as “the Convention”,*

*Pursuant to the Durban Platform for Enhanced Action established by decision 1/CP.17 of the Conference of the Parties to the Convention at its seventeenth session,*

*In pursuit of the objective of the Convention, and being guided by its principles, including the principle of equity and common but differentiated responsibilities and respective capabilities, in the light of different national circumstances,*

*Recognizing the need for an effective and progressive response to the urgent threat of climate change on the basis of the best available scientific knowledge,*

*Also recognizing the specific needs and special circumstances of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change, as provided for in the Convention,*

*Taking full account of the specific needs and special situations of the least developed countries with regard to funding and transfer of technology,*

*Recognizing that Parties may be affected not only by climate change, but also by the impacts of the measures taken in response to it,*

*Emphasizing the intrinsic relationship that climate change actions, responses and impacts have with equitable access to sustainable development and eradication of poverty,*

*Recognizing the fundamental priority of safeguarding food security and ending hunger, and the particular vulnerabilities of food production systems to the adverse impacts of climate change,*

*Taking into account* the imperatives of a just transition of the workforce and the creation of decent work and quality jobs in accordance with nationally defined development priorities,

*Acknowledging* that climate change is a common concern of humankind, Parties should, when taking action to address climate change, respect, promote and consider their respective obligations on human rights, the right to health, the rights of indigenous peoples, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development, as well as gender equality, empowerment of women and intergenerational equity,

*Recognizing* the importance of the conservation and enhancement, as appropriate, of sinks and reservoirs of the greenhouse gases referred to in the Convention,

*Noting* the importance of ensuring the integrity of all ecosystems, including oceans, and the protection of biodiversity, recognized by some cultures as Mother Earth, and noting the importance for some of the concept of “climate justice”, when taking action to address climate change,

*Affirming* the importance of education, training, public awareness, public participation, public access to information and cooperation at all levels on the matters addressed in this Agreement,

*Recognizing* the importance of the engagements of all levels of government and various actors, in accordance with respective national legislations of Parties, in addressing climate change,

*Also recognizing* that sustainable lifestyles and sustainable patterns of consumption and production, with developed country Parties taking the lead, play an important role in addressing climate change,

*Have agreed as follows:*

## **Article 1**

For the purpose of this Agreement, the definitions contained in Article 1 of the Convention shall apply. In addition:

(a) “Convention” means the United Nations Framework Convention on Climate Change, adopted in New York on 9 May 1992;

(b) “Conference of the Parties” means the Conference of the Parties to the Convention;

(c) “Party” means a Party to this Agreement.

## **Article 2**

1. This Agreement, in enhancing the implementation of the Convention, including its objective, aims to strengthen the global response to the threat of climate change, in the context of sustainable development and efforts to eradicate poverty, including by:

(a) Holding the increase in the global average temperature to well below 2°C above pre-industrial levels and pursuing efforts to limit the temperature increase to 1.5°C above pre-industrial levels, recognizing that this would significantly reduce the risks and impacts of climate change;

(b) Increasing the ability to adapt to the adverse impacts of climate change and foster climate resilience and low greenhouse gas emissions development, in a manner that does not threaten food production; and

(c) Making finance flows consistent with a pathway towards low greenhouse gas emissions and climate-resilient development.

2. This Agreement will be implemented to reflect equity and the principle of common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.

## **Article 3**

As nationally determined contributions to the global response to climate change, all Parties are to undertake and communicate ambitious efforts as defined in Articles 4, 7, 9, 10, 11 and 13 with the view to achieving the purpose of this Agreement as set out in Article 2. The efforts of all Parties will represent a progression over time, while recognizing the need to support developing country Parties for the effective implementation of this Agreement.



#### Article 4

1. In order to achieve the long-term temperature goal set out in Article 2, Parties aim to reach global peaking of greenhouse gas emissions as soon as possible, recognizing that peaking will take longer for developing country Parties, and to undertake rapid reductions thereafter in accordance with best available science, so as to achieve a balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases in the second half of this century, on the basis of equity, and in the context of sustainable development and efforts to eradicate poverty.

2. Each Party shall prepare, communicate and maintain successive nationally determined contributions that it intends to achieve. Parties shall pursue domestic mitigation measures, with the aim of achieving the objectives of such contributions.

3. Each Party's successive nationally determined contribution will represent a progression beyond the Party's then current nationally determined contribution and reflect its highest possible ambition, reflecting its common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.

4. Developed country Parties should continue taking the lead by undertaking economy-wide absolute emission reduction targets. Developing country Parties should continue enhancing their mitigation efforts, and are encouraged to move over time towards economy-wide emission reduction or limitation targets in the light of different national circumstances.

5. Support shall be provided to developing country Parties for the implementation of this Article, in accordance with Articles 9, 10 and 11, recognizing that enhanced support for developing country Parties will allow for higher ambition in their actions.

6. The least developed countries and small island developing States may prepare and communicate strategies, plans and actions for low greenhouse gas emissions development reflecting their special circumstances.

7. Mitigation co-benefits resulting from Parties' adaptation actions and/or economic diversification plans can contribute to mitigation outcomes under this Article.

8. In communicating their nationally determined contributions, all Parties shall provide the information necessary for clarity, transparency and understanding in accordance with decision 1/CP.21 and any relevant decisions of the Conference of the Parties serving as the meeting of the Parties to this Agreement.

9. Each Party shall communicate a nationally determined contribution every five years in accordance with decision 1/CP.21 and any relevant decisions of the Conference of the Parties serving as the meeting of the Parties to this Agreement and be informed by the outcomes of the global stocktake referred to in Article 14.

10. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall consider common time frames for nationally determined contributions at its first session.

11. A Party may at any time adjust its existing nationally determined contribution with a view to enhancing its level of ambition, in accordance with guidance adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

12. Nationally determined contributions communicated by Parties shall be recorded in a public registry maintained by the secretariat.

13. Parties shall account for their nationally determined contributions. In accounting for anthropogenic emissions and removals corresponding to their nationally determined contributions, Parties shall promote environmental integrity, transparency, accuracy, completeness, comparability and consistency, and ensure the avoidance of double counting, in accordance with guidance adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

14. In the context of their nationally determined contributions, when recognizing and implementing mitigation actions with respect to anthropogenic emissions and removals, Parties should take into account, as appropriate, existing methods and guidance under the Convention, in the light of the provisions of paragraph 13 of this Article.

15. Parties shall take into consideration in the implementation of this Agreement the concerns of Parties with economies most affected by the impacts of response measures, particularly developing country Parties.

16. Parties, including regional economic integration organizations and their member States, that have reached an agreement to act jointly under paragraph 2 of this Article shall notify the secretariat of the terms of that agreement, including the emission level allocated to each Party within the relevant time period, when they communicate their nationally determined contributions. The secretariat shall in turn inform the Parties and signatories to the Convention of the terms of that agreement.

17. Each party to such an agreement shall be responsible for its emission level as set out in the agreement referred to in paragraph 16 of this Article in accordance with paragraphs 13 and 14 of this Article and Articles 13 and 15.

18. If Parties acting jointly do so in the framework of, and together with, a regional economic integration organization which is itself a Party to this Agreement, each member State of that regional economic integration organization individually, and together with the regional economic integration organization, shall be responsible for its emission level as set out in the agreement communicated under paragraph 16 of this Article in accordance with paragraphs 13 and 14 of this Article and Articles 13 and 15.

19. All Parties should strive to formulate and communicate long-term low greenhouse gas emission development strategies, mindful of Article 2 taking into account their common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.

## **Article 5**

1. Parties should take action to conserve and enhance, as appropriate, sinks and reservoirs of greenhouse gases as referred to in Article 4, paragraph 1 (d), of the Convention, including forests.

2. Parties are encouraged to take action to implement and support, including through results-based payments, the existing framework as set out in related guidance and decisions already agreed under the Convention for: policy approaches and positive incentives for activities relating to reducing emissions from deforestation and forest degradation, and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries; and alternative policy approaches, such as joint mitigation and adaptation approaches for the integral and sustainable management of forests, while reaffirming the importance of incentivizing, as appropriate, non-carbon benefits associated with such approaches.

## Article 6

1. Parties recognize that some Parties choose to pursue voluntary cooperation in the implementation of their nationally determined contributions to allow for higher ambition in their mitigation and adaptation actions and to promote sustainable development and environmental integrity.

2. Parties shall, where engaging on a voluntary basis in cooperative approaches that involve the use of internationally transferred mitigation outcomes towards nationally determined contributions, promote sustainable development and ensure environmental integrity and transparency, including in governance, and shall apply robust accounting to ensure, inter alia, the avoidance of double counting, consistent with guidance adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

3. The use of internationally transferred mitigation outcomes to achieve nationally determined contributions under this Agreement shall be voluntary and authorized by participating Parties.

4. A mechanism to contribute to the mitigation of greenhouse gas emissions and support sustainable development is hereby established under the authority and guidance of the Conference of the Parties serving as the meeting of the Parties to this Agreement for use by Parties on a voluntary basis. It shall be supervised by a body designated by the Conference of the Parties serving as the meeting of the Parties to this Agreement, and shall aim:

(a) To promote the mitigation of greenhouse gas emissions while fostering sustainable development;

(b) To incentivize and facilitate participation in the mitigation of greenhouse gas emissions by public and private entities authorized by a Party;

(c) To contribute to the reduction of emission levels in the host Party, which will benefit from mitigation activities resulting in emission reductions that can also be used by another Party to fulfil its nationally determined contribution; and

(d) To deliver an overall mitigation in global emissions.

5. Emission reductions resulting from the mechanism referred to in paragraph 4 of this Article shall not be used to demonstrate achievement of the host Party's nationally determined contribution if used by another Party to demonstrate achievement of its nationally determined contribution.

6. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall ensure that a share of the proceeds from activities under the mechanism referred to in paragraph 4 of this Article is used to cover administrative expenses as well as to assist developing country Parties that are particularly vulnerable to the adverse effects of climate change to meet the costs of adaptation.

7. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall adopt rules, modalities and procedures for the mechanism referred to in paragraph 4 of this Article at its first session.

8. Parties recognize the importance of integrated, holistic and balanced non-market approaches being available to Parties to assist in the implementation of their nationally determined contributions, in the context of sustainable development and poverty eradication, in a coordinated and effective manner, including through, inter alia, mitigation, adaptation, finance, technology transfer and capacity-building, as appropriate. These approaches shall aim to:

(a) Promote mitigation and adaptation ambition;

(b) Enhance public and private sector participation in the implementation of nationally determined contributions; and

(c) Enable opportunities for coordination across instruments and relevant institutional arrangements.

9. A framework for non-market approaches to sustainable development is hereby defined to promote the non-market approaches referred to in paragraph 8 of this Article.

## Article 7

1. Parties hereby establish the global goal on adaptation of enhancing adaptive capacity, strengthening resilience and reducing vulnerability to climate change, with a view to contributing to sustainable development and ensuring an adequate adaptation response in the context of the temperature goal referred to in Article 2.

2. Parties recognize that adaptation is a global challenge faced by all with local, subnational, national, regional and international dimensions, and that it is a key component of and makes a contribution to the long-term global response to climate change to protect people, livelihoods and ecosystems, taking into account the urgent and immediate needs of those developing country Parties that are particularly vulnerable to the adverse effects of climate change.

3. The adaptation efforts of developing country Parties shall be recognized, in accordance with the modalities to be adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement at its first session.

4. Parties recognize that the current need for adaptation is significant and that greater levels of mitigation can reduce the need for additional adaptation efforts, and that greater adaptation needs can involve greater adaptation costs.

5. Parties acknowledge that adaptation action should follow a country-driven, gender-responsive, participatory and fully transparent approach, taking into consideration vulnerable groups, communities and ecosystems, and should be based on and guided by the best available science and, as appropriate, traditional knowledge, knowledge of indigenous peoples and local knowledge systems, with a view to integrating adaptation into relevant socioeconomic and environmental policies and actions, where appropriate.

6. Parties recognize the importance of support for and international cooperation on adaptation efforts and the importance of taking into account the needs of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change.

7. Parties should strengthen their cooperation on enhancing action on adaptation, taking into account the Cancun Adaptation Framework, including with regard to:

(a) Sharing information, good practices, experiences and lessons learned, including, as appropriate, as these relate to science, planning, policies and implementation in relation to adaptation actions;

(b) Strengthening institutional arrangements, including those under the Convention that serve this Agreement, to support the synthesis of relevant information and knowledge, and the provision of technical support and guidance to Parties;

(c) Strengthening scientific knowledge on climate, including research, systematic observation of the climate system and early warning systems, in a manner that informs climate services and supports decision-making;

(d) Assisting developing country Parties in identifying effective adaptation practices, adaptation needs, priorities, support provided and received for adaptation actions and efforts, and challenges and gaps, in a manner consistent with encouraging good practices; and

(e) Improving the effectiveness and durability of adaptation actions.

8. United Nations specialized organizations and agencies are encouraged to support the efforts of Parties to implement the actions referred to in paragraph 7 of this Article, taking into account the provisions of paragraph 5 of this Article.

9. Each Party shall, as appropriate, engage in adaptation planning processes and the implementation of actions, including the development or enhancement of relevant plans, policies and/or contributions, which may include:

(a) The implementation of adaptation actions, undertakings and/or efforts;

(b) The process to formulate and implement national adaptation plans;

(c) The assessment of climate change impacts and vulnerability, with a view to formulating nationally determined prioritized actions, taking into account vulnerable people, places and ecosystems;

(d) Monitoring and evaluating and learning from adaptation plans, policies, programmes and actions; and

(e) Building the resilience of socioeconomic and ecological systems, including through economic diversification and sustainable management of natural resources.

10. Each Party should, as appropriate, submit and update periodically an adaptation communication, which may include its priorities, implementation and support needs, plans and actions, without creating any additional burden for developing country Parties.

11. The adaptation communication referred to in paragraph 10 of this Article shall be, as appropriate, submitted and updated periodically, as a component of or in conjunction with other communications or documents, including a national adaptation plan, a nationally determined contribution as referred to in Article 4, paragraph 2, and/or a national communication.

12. The adaptation communications referred to in paragraph 10 of this Article shall be recorded in a public registry maintained by the secretariat.

13. Continuous and enhanced international support shall be provided to developing country Parties for the implementation of paragraphs 7, 9, 10 and 11 of this Article, in accordance with the provisions of Articles 9, 10 and 11.

14. The global stocktake referred to in Article 14 shall, inter alia:

(a) Recognize adaptation efforts of developing country Parties;

(b) Enhance the implementation of adaptation action taking into account the adaptation communication referred to in paragraph 10 of this Article;

(c) Review the adequacy and effectiveness of adaptation and support provided for adaptation; and

(d) Review the overall progress made in achieving the global goal on adaptation referred to in paragraph 1 of this Article.



## Article 8

1. Parties recognize the importance of averting, minimizing and addressing loss and damage associated with the adverse effects of climate change, including extreme weather events and slow onset events, and the role of sustainable development in reducing the risk of loss and damage.

2. The Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts shall be subject to the authority and guidance of the Conference of the Parties serving as the meeting of the Parties to this Agreement and may be enhanced and strengthened, as determined by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

3. Parties should enhance understanding, action and support, including through the Warsaw International Mechanism, as appropriate, on a cooperative and facilitative basis with respect to loss and damage associated with the adverse effects of climate change.

4. Accordingly, areas of cooperation and facilitation to enhance understanding, action and support may include:

- (a) Early warning systems;
- (b) Emergency preparedness;
- (c) Slow onset events;
- (d) Events that may involve irreversible and permanent loss and damage;
- (e) Comprehensive risk assessment and management;
- (f) Risk insurance facilities, climate risk pooling and other insurance solutions;
- (g) Non-economic losses; and
- (h) Resilience of communities, livelihoods and ecosystems.

5. The Warsaw International Mechanism shall collaborate with existing bodies and expert groups under the Agreement, as well as relevant organizations and expert bodies outside the Agreement.

#### **Article 9**

1. Developed country Parties shall provide financial resources to assist developing country Parties with respect to both mitigation and adaptation in continuation of their existing obligations under the Convention.

2. Other Parties are encouraged to provide or continue to provide such support voluntarily.

3. As part of a global effort, developed country Parties should continue to take the lead in mobilizing climate finance from a wide variety of sources, instruments and channels, noting the significant role of public funds, through a variety of actions, including supporting country-driven strategies, and taking into account the needs and priorities of developing country Parties. Such mobilization of climate finance should represent a progression beyond previous efforts.

4. The provision of scaled-up financial resources should aim to achieve a balance between adaptation and mitigation, taking into account country-driven strategies, and the priorities and needs of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change and have significant capacity constraints, such as the least developed countries and small island developing States, considering the need for public and grant-based resources for adaptation.

5. Developed country Parties shall biennially communicate indicative quantitative and qualitative information related to paragraphs 1 and 3 of this Article, as applicable, including, as available, projected levels of public financial resources to be provided to developing country Parties. Other Parties providing resources are encouraged to communicate biennially such information on a voluntary basis.

6. The global stocktake referred to in Article 14 shall take into account the relevant information provided by developed country Parties and/or Agreement bodies on efforts related to climate finance.

7. Developed country Parties shall provide transparent and consistent information on support for developing country Parties provided and mobilized through public interventions biennially in accordance with the modalities, procedures and guidelines to be adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement, at its first session, as stipulated in Article 13, paragraph 13. Other Parties are encouraged to do so.

8. The Financial Mechanism of the Convention, including its operating entities, shall serve as the financial mechanism of this Agreement.

9. The institutions serving this Agreement, including the operating entities of the Financial Mechanism of the Convention, shall aim to ensure efficient access to financial resources through simplified approval procedures and enhanced readiness support for developing country Parties, in particular for the least developed countries and small island developing States, in the context of their national climate strategies and plans.

#### **Article 10**

1. Parties share a long-term vision on the importance of fully realizing technology development and transfer in order to improve resilience to climate change and to reduce greenhouse gas emissions.

2. Parties, noting the importance of technology for the implementation of mitigation and adaptation actions under this Agreement and recognizing existing technology deployment and dissemination efforts, shall strengthen cooperative action on technology development and transfer.

3. The Technology Mechanism established under the Convention shall serve this Agreement.

4. A technology framework is hereby established to provide overarching guidance to the work of the Technology Mechanism in promoting and facilitating enhanced action on technology development and transfer in order to support the implementation of this Agreement, in pursuit of the long-term vision referred to in paragraph 1 of this Article.

5. Accelerating, encouraging and enabling innovation is critical for an effective, long-term global response to climate change and promoting economic growth and sustainable development. Such effort shall be, as appropriate, supported, including by the Technology Mechanism and, through financial means, by the Financial Mechanism of the Convention, for collaborative approaches to research and development, and facilitating access to technology, in particular for early stages of the technology cycle, to developing country Parties.

6. Support, including financial support, shall be provided to developing country Parties for the implementation of this Article, including for strengthening cooperative action on technology development and transfer at different stages of the technology cycle, with a view to achieving a balance between support for mitigation and adaptation. The global stocktake referred to in Article 14 shall take into account available information on efforts related to support on technology development and transfer for developing country Parties.

#### **Article 11**

1. Capacity-building under this Agreement should enhance the capacity and ability of developing country Parties, in particular countries with the least capacity, such as the least developed countries, and those that are particularly vulnerable to the adverse effects of climate change, such as small island developing States, to take effective climate change action, including, inter alia, to implement adaptation and mitigation actions, and should facilitate technology development, dissemination and deployment, access to climate finance, relevant aspects of education, training and public awareness, and the transparent, timely and accurate communication of information.

2. Capacity-building should be country-driven, based on and responsive to national needs, and foster country ownership of Parties, in particular, for developing country Parties, including at the national, subnational and local levels. Capacity-building should be guided by lessons learned, including those from capacity-building activities under the Convention, and should be an effective, iterative process that is participatory, cross-cutting and gender-responsive.

3. All Parties should cooperate to enhance the capacity of developing country Parties to implement this Agreement. Developed country Parties should enhance support for capacity-building actions in developing country Parties.

4. All Parties enhancing the capacity of developing country Parties to implement this Agreement, including through regional, bilateral and multilateral approaches, shall regularly communicate on these actions or measures on capacity-building. Developing country Parties should regularly communicate progress made on implementing capacity-building plans, policies, actions or measures to implement this Agreement.

5. Capacity-building activities shall be enhanced through appropriate institutional arrangements to support the implementation of this Agreement, including the appropriate institutional arrangements established under the Convention that serve this Agreement. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall, at its first session, consider and adopt a decision on the initial institutional arrangements for capacity-building.

#### **Article 12**

Parties shall cooperate in taking measures, as appropriate, to enhance climate change education, training, public awareness, public participation and public access to information, recognizing the importance of these steps with respect to enhancing actions under this Agreement.

#### **Article 13**

1. In order to build mutual trust and confidence and to promote effective implementation, an enhanced transparency framework for action and support, with built-in flexibility which takes into account Parties' different capacities and builds upon collective experience is hereby established.

2. The transparency framework shall provide flexibility in the implementation of the provisions of this Article to those developing country Parties that need it in the light of their capacities. The modalities, procedures and guidelines referred to in paragraph 13 of this Article shall reflect such flexibility.

3. The transparency framework shall build on and enhance the transparency arrangements under the Convention, recognizing the special circumstances of the least developed countries and small island developing States, and be implemented in a facilitative, non-intrusive, non-punitive manner, respectful of national sovereignty, and avoid placing undue burden on Parties.

4. The transparency arrangements under the Convention, including national communications, biennial reports and biennial update reports, international assessment and review and international consultation and analysis, shall form part of the experience drawn upon for the development of the modalities, procedures and guidelines under paragraph 13 of this Article.

5. The purpose of the framework for transparency of action is to provide a clear understanding of climate change action in the light of the objective of the Convention as set out in its Article 2, including clarity and tracking of progress towards achieving Parties' individual nationally determined contributions under Article 4, and Parties' adaptation actions under Article 7, including good practices, priorities, needs and gaps, to inform the global stocktake under Article 14.

6. The purpose of the framework for transparency of support is to provide clarity on support provided and received by relevant individual Parties in the context of climate change actions under Articles 4, 7, 9, 10 and 11, and, to the extent possible, to provide a full overview of aggregate financial support provided, to inform the global stocktake under Article 14.

7. Each Party shall regularly provide the following information:

(a) A national inventory report of anthropogenic emissions by sources and removals by sinks of greenhouse gases, prepared using good practice methodologies accepted by the Intergovernmental Panel on Climate Change and agreed upon by the Conference of the Parties serving as the meeting of the Parties to this Agreement; and

(b) Information necessary to track progress made in implementing and achieving its nationally determined contribution under Article 4.

8. Each Party should also provide information related to climate change impacts and adaptation under Article 7, as appropriate.

9. Developed country Parties shall, and other Parties that provide support should, provide information on financial, technology transfer and capacity-building support provided to developing country Parties under Articles 9, 10 and 11.

10. Developing country Parties should provide information on financial, technology transfer and capacity-building support needed and received under Articles 9, 10 and 11.

11. Information submitted by each Party under paragraphs 7 and 9 of this Article shall undergo a technical expert review, in accordance with decision 1/CP.21. For those developing country Parties that need it in the light of their capacities, the review process shall include assistance in identifying capacity-building needs. In addition, each Party shall participate in a facilitative, multilateral consideration of progress with respect to efforts under Article 9, and its respective implementation and achievement of its nationally determined contribution.

12. The technical expert review under this paragraph shall consist of a consideration of the Party's support provided, as relevant, and its implementation and achievement of its nationally determined contribution. The review shall also identify areas of improvement for the Party, and include a review of the consistency of the information with the modalities, procedures and guidelines referred to in paragraph 13 of this Article, taking into account the flexibility accorded to the Party under paragraph 2 of this Article. The review shall pay particular attention to the respective national capabilities and circumstances of developing country Parties.

13. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall, at its first session, building on experience from the arrangements related to transparency under the Convention, and elaborating on the provisions in this Article, adopt common modalities, procedures and guidelines, as appropriate, for the transparency of action and support.

14. Support shall be provided to developing countries for the implementation of this Article.

15. Support shall also be provided for the building of transparency-related capacity of developing country Parties on a continuous basis.

#### **Article 14**

1. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall periodically take stock of the implementation of this Agreement to assess the collective progress towards achieving the purpose of this Agreement and its long-term goals (referred to as the "global stocktake"). It shall do so in a comprehensive and facilitative manner, considering mitigation, adaptation and the

means of implementation and support, and in the light of equity and the best available science.

2. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall undertake its first global stocktake in 2023 and every five years thereafter unless otherwise decided by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

3. The outcome of the global stocktake shall inform Parties in updating and enhancing, in a nationally determined manner, their actions and support in accordance with the relevant provisions of this Agreement, as well as in enhancing international cooperation for climate action.

#### **Article 15**

1. A mechanism to facilitate implementation of and promote compliance with the provisions of this Agreement is hereby established.

2. The mechanism referred to in paragraph 1 of this Article shall consist of a committee that shall be expert-based and facilitative in nature and function in a manner that is transparent, non-adversarial and non-punitive. The committee shall pay particular attention to the respective national capabilities and circumstances of Parties.

3. The committee shall operate under the modalities and procedures adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement at its first session and report annually to the Conference of the Parties serving as the meeting of the Parties to this Agreement.

#### **Article 16**

1. The Conference of the Parties, the supreme body of the Convention, shall serve as the meeting of the Parties to this Agreement.

2. Parties to the Convention that are not Parties to this Agreement may participate as observers in the proceedings of any session of the Conference of the Parties serving as the meeting of the Parties to this Agreement. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, decisions under this Agreement shall be taken only by those that are Parties to this Agreement.



3. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, any member of the Bureau of the Conference of the Parties representing a Party to the Convention but, at that time, not a Party to this Agreement, shall be replaced by an additional member to be elected by and from amongst the Parties to this Agreement.

4. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall keep under regular review the implementation of this Agreement and shall make, within its mandate, the decisions necessary to promote its effective implementation. It shall perform the functions assigned to it by this Agreement and shall:

(a) Establish such subsidiary bodies as deemed necessary for the implementation of this Agreement; and

(b) Exercise such other functions as may be required for the implementation of this Agreement.

5. The rules of procedure of the Conference of the Parties and the financial procedures applied under the Convention shall be applied *mutatis mutandis* under this Agreement, except as may be otherwise decided by consensus by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

6. The first session of the Conference of the Parties serving as the meeting of the Parties to this Agreement shall be convened by the secretariat in conjunction with the first session of the Conference of the Parties that is scheduled after the date of entry into force of this Agreement. Subsequent ordinary sessions of the Conference of the Parties serving as the meeting of the Parties to this Agreement shall be held in conjunction with ordinary sessions of the Conference of the Parties, unless otherwise decided by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

7. Extraordinary sessions of the Conference of the Parties serving as the meeting of the Parties to this Agreement shall be held at such other times as may be deemed necessary by the Conference of the Parties serving as the meeting of the Parties to this Agreement or at the written request of any Party, provided that, within six months of the request being communicated to the Parties by the secretariat, it is supported by at least one third of the Parties.

8. The United Nations and its specialized agencies and the International Atomic Energy Agency, as well as any State member thereof or observers thereto not party to the Convention, may be represented at sessions of the Conference of the Parties serving as the meeting of the Parties to this Agreement as observers. Any body or agency, whether national or international, governmental or non-governmental, which is qualified in matters covered by this Agreement and which has informed the secretariat of its wish to be represented at a session of the Conference of the Parties serving as the meeting of the Parties to this Agreement as an observer, may be so admitted unless at least one third of the Parties present object. The admission and participation of observers shall be subject to the rules of procedure referred to in paragraph 5 of this Article.

#### **Article 17**

1. The secretariat established by Article 8 of the Convention shall serve as the secretariat of this Agreement.

2. Article 8, paragraph 2, of the Convention on the functions of the secretariat, and Article 8, paragraph 3, of the Convention, on the arrangements made for the functioning of the secretariat, shall apply *mutatis mutandis* to this Agreement. The secretariat shall, in addition, exercise the functions assigned to it under this Agreement and by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

#### **Article 18**

1. The Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation established by Articles 9 and 10 of the Convention shall serve, respectively, as the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of this Agreement. The provisions of the Convention relating to the functioning of these two bodies shall apply *mutatis mutandis* to this Agreement. Sessions of the meetings of the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of this Agreement shall be held in conjunction with the meetings of, respectively, the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of the Convention.

2. Parties to the Convention that are not Parties to this Agreement may participate as observers in the proceedings of any session of the subsidiary bodies. When the subsidiary bodies serve as the subsidiary bodies of this Agreement, decisions under this Agreement shall be taken only by those that are Parties to this Agreement.

3. When the subsidiary bodies established by Articles 9 and 10 of the Convention exercise their functions with regard to matters concerning this Agreement, any member of the bureaux of those subsidiary bodies representing a Party to the Convention but, at that time, not a Party to this Agreement, shall be replaced by an additional member to be elected by and from amongst the Parties to this Agreement.

#### **Article 19**

1. Subsidiary bodies or other institutional arrangements established by or under the Convention, other than those referred to in this Agreement, shall serve this Agreement upon a decision of the Conference of the Parties serving as the meeting of the Parties to this Agreement. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall specify the functions to be exercised by such subsidiary bodies or arrangements.

2. The Conference of the Parties serving as the meeting of the Parties to this Agreement may provide further guidance to such subsidiary bodies and institutional arrangements.

#### **Article 20**

1. This Agreement shall be open for signature and subject to ratification, acceptance or approval by States and regional economic integration organizations that are Parties to the Convention. It shall be open for signature at the United Nations Headquarters in New York from 22 April 2016 to 21 April 2017. Thereafter, this Agreement shall be open for accession from the day following the date on which it is closed for signature. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.

2. Any regional economic integration organization that becomes a Party to this Agreement without any of its member States being a Party shall be bound by all the obligations under this Agreement. In the case of regional economic integration organizations with one or more member States that are Parties to this Agreement,

the organization and its member States shall decide on their respective responsibilities for the performance of their obligations under this Agreement. In such cases, the organization and the member States shall not be entitled to exercise rights under this Agreement concurrently.

3. In their instruments of ratification, acceptance, approval or accession, regional economic integration organizations shall declare the extent of their competence with respect to the matters governed by this Agreement. These organizations shall also inform the Depositary, who shall in turn inform the Parties, of any substantial modification in the extent of their competence.

#### **Article 21**

1. This Agreement shall enter into force on the thirtieth day after the date on which at least 55 Parties to the Convention accounting in total for at least an estimated 55 per cent of the total global greenhouse gas emissions have deposited their instruments of ratification, acceptance, approval or accession.

2. Solely for the limited purpose of paragraph 1 of this Article, “total global greenhouse gas emissions” means the most up-to-date amount communicated on or before the date of adoption of this Agreement by the Parties to the Convention.

3. For each State or regional economic integration organization that ratifies, accepts or approves this Agreement or accedes thereto after the conditions set out in paragraph 1 of this Article for entry into force have been fulfilled, this Agreement shall enter into force on the thirtieth day after the date of deposit by such State or regional economic integration organization of its instrument of ratification, acceptance, approval or accession.

4. For the purposes of paragraph 1 of this Article, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by its member States.

#### **Article 22**

The provisions of Article 15 of the Convention on the adoption of amendments to the Convention shall apply *mutatis mutandis* to this Agreement.

### **Article 23**

1. The provisions of Article 16 of the Convention on the adoption and amendment of annexes to the Convention shall apply *mutatis mutandis* to this Agreement.
2. Annexes to this Agreement shall form an integral part thereof and, unless otherwise expressly provided for, a reference to this Agreement constitutes at the same time a reference to any annexes thereto. Such annexes shall be restricted to lists, forms and any other material of a descriptive nature that is of a scientific, technical, procedural or administrative character.

### **Article 24**

The provisions of Article 14 of the Convention on settlement of disputes shall apply *mutatis mutandis* to this Agreement.

### **Article 25**

1. Each Party shall have one vote, except as provided for in paragraph 2 of this Article.
2. Regional economic integration organizations, in matters within their competence, shall exercise their right to vote with a number of votes equal to the number of their member States that are Parties to this Agreement. Such an organization shall not exercise its right to vote if any of its member States exercises its right, and vice versa.

### **Article 26**

The Secretary-General of the United Nations shall be the Depositary of this Agreement.

### **Article 27**

No reservations may be made to this Agreement.

## **Article 28**

1. At any time after three years from the date on which this Agreement has entered into force for a Party, that Party may withdraw from this Agreement by giving written notification to the Depositary.
2. Any such withdrawal shall take effect upon expiry of one year from the date of receipt by the Depositary of the notification of withdrawal, or on such later date as may be specified in the notification of withdrawal.
3. Any Party that withdraws from the Convention shall be considered as also having withdrawn from this Agreement.

## **Article 29**

The original of this Agreement, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

DONE at Paris this twelfth day of December two thousand and fifteen.

IN WITNESS WHEREOF, the undersigned, being duly authorized to that effect, have signed this Agreement.



## ISSUE BRIEF

# THE PARIS AGREEMENT ON CLIMATE CHANGE

The Paris Agreement requires all countries—developed and developing—to make significant commitments to address climate change. Countries responsible for 97 percent of global emissions have already pledged their Nationally Determined Contributions (NDCs) for how they will address climate change. Countries will revisit their current pledges by 2020 and, ideally, strengthen their emissions reduction targets for 2030. The Paris Agreement includes a stronger transparency and accountability system for all countries—requiring reporting on greenhouse gas inventories and projections that are subject to a technical expert review and a multilateral examination. Countries will continue to provide climate finance to help the most vulnerable adapt to climate change and build low-carbon economies. While the Paris Agreement does not “solve” climate change, it allows us to start the next wave of global climate actions, creating a virtuous cycle for more aggressive action in the decades to come.

In Paris on December 12, 2015, countries adopted an international agreement to address climate change that requires deeper emissions reduction commitments from all countries—developed and developing. Countries responsible for 97 percent of global emissions submitted their climate commitments prior to the conference. These commitments will now be enshrined in the coming months once countries formally join the agreement. The agreement contains provisions to hold countries accountable to their commitments and mobilize greater investments to assist developing countries in building low-carbon, climate-resilient economies.

Encouragingly, businesses, investors, states, provinces, cities, financial institutions, and others have also pledged actions to help governments implement the agreement and even exceed their commitments.

While the Paris Agreement does not “solve” climate change, it is a critical inflection point. It brings us much closer to a safer climate trajectory and creates an ambitious path forward for decades to come. Countries have put forth an agreement that helps strengthen national action by ensuring that the current commitments are the floor—not the ceiling—of ambition. The agreement will also help spur

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***“A great tide has turned. Finally the world stands united against the central environmental challenge of our time, committed to cutting the carbon pollution that’s driving climate change. This agreement sets us on a course of verifiable gains we can build on over time. It provides real protection for people on the front lines of climate chaos. It speeds the global shift away from dirty fossil fuels and toward cleaner, smarter energy options to power our future without imperiling our world. And it sends a clear message to our children: we will not abandon you to pay the price for reckless habits that wreak havoc and ruin on our planet and lives. A crisis that took centuries to get here won’t go away overnight. But climate change has met its match in the collective will of a united world. Our challenge now, in our country and all others, is to make good on the promise of Paris, by turning the action we’ve pledged into the progress we need.”***

– Rhea Suh, President, Natural Resources Defense Council<sup>1</sup>

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greater action by cities, states, provinces, companies, and financial institutions. The Paris Agreement has created a virtuous cycle of increased ambition over time.

## WHAT ARE THE KEY ELEMENTS OF THE PARIS AGREEMENT?

The agreement in Paris was built on the foundations of the United Nations Framework Convention on Climate Change (UNFCCC) and the Copenhagen and Cancun Agreements. This new agreement has set countries' minimum obligations, implemented mechanisms to spur additional action in developing countries, supported the most vulnerable countries in addressing climate change, and established systems to hold countries to their commitments. The Paris Agreement will be strengthened over time using its solid framework.

## WHAT NEW EMISSIONS REDUCTION TARGETS HAVE COUNTRIES AGREED TO IMPLEMENT?

Countries responsible for more than 80 percent of global greenhouse gas emissions made specific commitments to reduce their emissions by 2020 as a part of the Copenhagen and Cancun agreements. The Paris agreement includes commitments that go beyond 2020, reflecting a greater level of ambition than in the previous commitments.<sup>2</sup> Countries' emissions reduction commitments reflect their different levels of development and capabilities. For example, the United States and European Union have committed to economy-wide emissions reduction targets (e.g., cuts below 2005 levels), whereas developing countries and emerging economies have committed to targets that reflect their level of development and historic contribution to climate change (e.g., greenhouse gas intensity targets). The 187 countries responsible for more than 97 percent of the world's climate pollution have announced specific reduction plans also known as Nationally Determined Contributions (NDCs) (see Figure 1). As part of the Paris Agreement, countries will formally enshrine their climate action plans in the coming months once they formally join the agreement.

## WILL THE AGREEMENT DRIVE EVEN GREATER ACTION IN THE YEARS TO COME?

Countries will need to re-visit their current pledges by 2020 and, ideally, strengthen their 2030 targets because they discovered that they can achieve more aggressive action than they envisioned at this moment. This will start a process in which countries outline their next set of commitments every five years—setting a framework for continuously ratcheting down emissions over time toward a long-term target of emissions neutrality. Beginning in 2018 and every five years thereafter, countries will have a chance to take stock of the aggregate effort of all national pledges to determine whether the world is on a path to keep the global average temperature to well under a 2 degrees Celsius rise from pre-industrial levels.

## PARIS AGREEMENT: BUILDING UPON A HISTORY OF INTERNATIONAL AGREEMENTS

The United Nations Framework Convention on Climate Change (UNFCCC), formed in 1992 by 196 parties, set the ultimate objective to "stabilize greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system."<sup>3</sup> The world has come a long way since the inception of the UNFCCC, sometimes in fits and starts. In 2009, the Copenhagen climate change conference produced the Copenhagen Accord. This Accord was expanded and formally adopted in 2010 as the Cancun Agreements where dozens of countries—including the United States, China, European Union, and India—committed to reducing their emissions by 2020. Countries also agreed to a new set of mechanisms to help developing countries reduce emissions and adapt to climate change, as well as a new system to track countries' progress on their commitments. In 2011, climate negotiations in Durban, South Africa set the end of 2015 as the deadline for a new international agreement "applicable to all." The Paris agreement has fulfilled this mandate to establish a post-2020 agreement.

This is one of the most critical outcomes of the Paris Agreement—a solid process for reassessing and deepening emissions reduction commitments every five years.

## HOW WILL THE AGREEMENT TRACK COUNTRY-LEVEL PROGRESS?

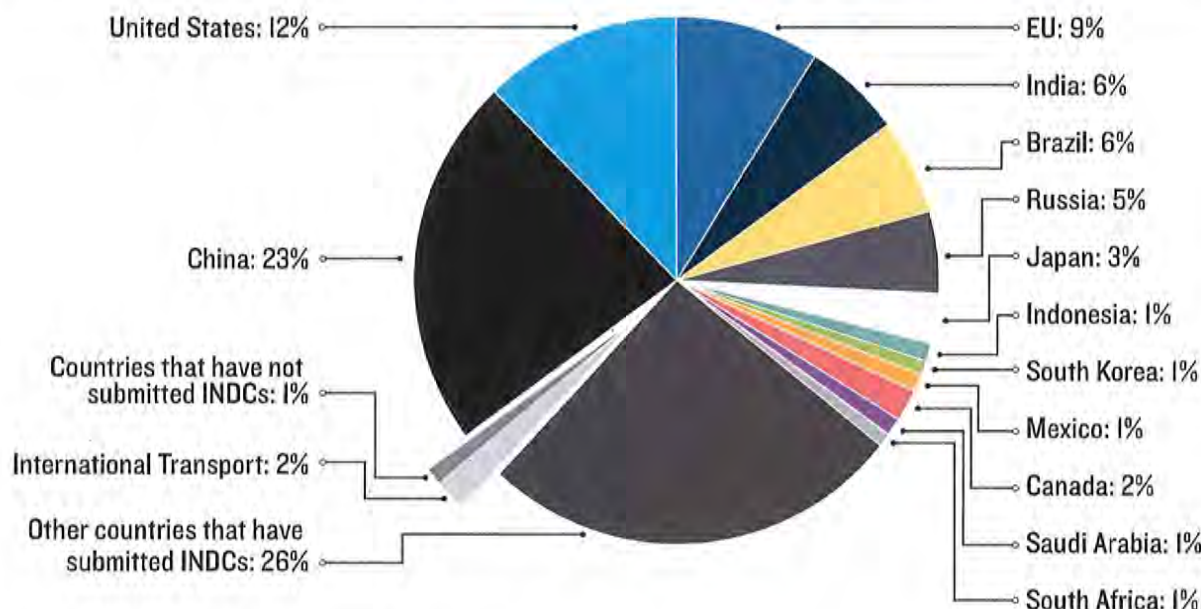
The Paris Agreement includes a stronger transparency and accountability system that holds governments accountable to their commitments. The new transparency regime is legally binding, and applies to all countries. Countries must report their greenhouse gas inventories and progress towards their emissions reduction targets every two years. The reports will also require reporting on adaptation and will provide assistance to developing countries that need help to improve their reporting. These national level reports will be subject to an independent "technical expert review." Countries will then be subject to a "multilateral examination" to consider progress toward their targets. These strengthened tools will shine a spotlight on whether countries are following through with their commitments as we will have publicly available and regular opportunities to track progress. These transparency and accountability tools will be aided by the powerful domestic motivation to follow through on their new commitments since countries have realized that acting on climate change is in their own national interest.

## HOW WILL DEVELOPING COUNTRIES BE ASSISTED IN REDUCING EMISSIONS AND ADAPTING TO THE IMPACTS OF CLIMATE CHANGE?

In Copenhagen, countries agreed to establish the multilateral Green Climate Fund (GCF) to help mobilize funding in developing countries to reduce emissions and



**FIGURE I: SHARE OF GREENHOUSE GAS EMISSIONS BY COUNTRIES WITH CLIMATE TARGETS**



Source: Natural Resources Defense Council, as of December 15, 2015.

Countries' share of emissions was calculated as a share of the world total GHG emissions for 2012, as reported by EDGAR.

Countries that have not submitted targets are: Uzbekistan, North Korea, Libya, Syria, Nepal, Nicaragua, Panama, and Timor-Leste.

Emissions Database for Global Atmospheric Research, "GHG (CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, F-gases) emission time series 1990-2012 per region/country," European Commission Joint Research Centre, <http://edgar.jrc.ec.europa.eu/overview.php?v=GHGts1990-2012>. (Accessed December, 2015.)

adapt to the impacts of climate change. Nearly \$11 billion has been pledged to the GCF from 31 countries, including a \$3 billion pledge from the United States. In addition, countries agreed to help mobilize \$100 billion by 2020 through public and private financing to assist developing countries in reducing emissions and adapting to climate change. These investments help spur additional global action on climate change and help countries address its devastating impacts.

The Paris agreement further catalyzes action and implementation over time, as developed countries have agreed to continue the existing collective mobilization commitment on finance (\$100 billion annually), through 2025. And prior to 2025, developed countries would set a new collective quantified goal of mobilizing at least \$100 billion for climate finance. Other countries are encouraged to also help mobilize finance. To provide predictability on climate finance, developed countries will communicate every two years on projected levels of public climate finance for developing countries, while developing countries will report on climate finance on a voluntary basis. Regular updates send a signal for where low-carbon investments can be made, and the resources available to help the most vulnerable communities adapt to climate change.

## WHAT ARE COUNTRIES' POST-2020 CLIMATE TARGETS?

Prior to the Paris climate conference, countries submitted their proposed climate commitments, including specific targets for emissions reductions. So far, 187 countries—accounting for 97 percent of global greenhouse gas emissions—have submitted their climate pledges.<sup>4</sup> These commitments can now be formally submitted as part of the Paris agreement.

**United States:** cut economy-wide emissions of greenhouse gas emissions by 26 to 28 percent below its 2005 level by 2025 and make best efforts to reduce its emissions by 28 percent.

**China:** peak carbon emissions no later than 2030, increase non-fossil fuels to 20 percent of the energy mix, and reduce carbon emissions per unit of gross domestic product (GDP) by 60 to 65 percent from 2005 levels by 2030.

**India:** reduce emissions intensity by 33 to 35 percent from 2005 levels by 2030, increase cumulative electric power installed capacity from non-fossil fuel energy resources to 40 percent by 2030, and create additional carbon sequestration of 2.5 to 3 billion tons of carbon dioxide equivalent by 2030.

**Mexico:** cut greenhouse gas and short-lived climate pollutants 25 percent below business-as-usual (BAU) by 2030, implying a reduction of 22 percent for greenhouse gas emissions and 51 percent for black carbon.

**European Union:** reduce emissions to at least 40 percent below 1990 levels by 2030 through only domestic measures.

**Brazil:** reduce economy-wide greenhouse gas emissions by 37 percent below 2005 levels by 2025, increasing renewable resources to 45 percent of the energy mix by 2030, and increasing the share of non-hydropower renewables in the electricity mix to 23 percent by 2030.

**South Korea:** reduce greenhouse gas emissions by 37 percent from BAU levels by 2030 across all economic sectors.

**Indonesia:** cut emissions by 29 percent from BAU levels by 2030.

**Japan:** reduce greenhouse gas emissions by 26 percent from 2013 levels by 2030.

**Australia:** reduce economy-wide greenhouse gas emissions by 26 to 28 percent below 2005 levels by 2030.

## **WILL THESE ACTIONS ON CLIMATE CHANGE ACTUALLY BE IMPLEMENTED?**

Since the 2009 Copenhagen Accord, nations have rolled up their sleeves and implemented domestic actions to move toward low-carbon economies, including renewable energy targets, cap-and-trade programs, and sector-specific policies. For example, more than 160 countries now have renewable energy targets and policies.<sup>5</sup> China has just announced a new set of domestic actions including plans for a national cap-and-trade program, and climate policies have been adopted in the vast majority of the world's major economies. Countries have realized that it is in their own interest to cut their carbon pollution. They have concluded that, far from destroying the economy, domestic climate action produces real benefits for their citizens, including new jobs, reduced poverty, and lower mortality rates. And as natural disasters increase in frequency and intensity, they have seen that not addressing climate change has real and lasting consequences.

## **THE PARIS AGREEMENT WON'T "SOLVE" CLIMATE CHANGE**

While the Paris agreement won't "solve" climate change, it puts us much closer to a safer trajectory and highlights the path forward. Before the Copenhagen Accord, we were potentially headed for an increase in global average temperatures of 5 degrees Celsius (9 degrees Fahrenheit) above pre-industrial levels by 2100. The commitments from the Copenhagen Accord were estimated to bring this temperature increase down to 3.6 degrees Celsius (6.5 degrees Fahrenheit). The commitments submitted in advance of the Paris climate summit put us on a path to a 2.7 degrees Celsius (4.9 degrees Fahrenheit) temperature rise by the end of the century, closer to the 2 degrees Celsius (3.6 degrees Fahrenheit) goal.

The Paris agreement will now allow us to start the next wave of global climate actions. This agreement ensures that the national pledges are the floor—not the ceiling—of ambition. It will have five-year reviews under a single global transparency system with flexibility for developing countries that need it. It will spur countries to undertake even deeper cuts before 2030 and mobilize resources to help countries implement even stronger domestic reforms. Aggressive climate targets are still within reach if countries enact a virtuous cycle of ever more aggressive climate action as outlined in the Paris Agreement.<sup>6</sup>

Now that we have the first global climate agreement with commitments from all countries, it is time to roll up our sleeves to make sure future cycles of climate commitments can become more and more ambitious over time.

### **ENDNOTES**

1 Rhea Suh, "NRDC President: Climate Change has 'Met its Match in the Will of a United World'" Natural Resources Defense Council, December 12, 2015. <http://www.nrdc.org/media/2015/151212.asp>.

2 The Lima Decision from December 2014 set forth that these commitments will: "represent a progression beyond the current undertaking of that Party" (see para 10); United Nations Framework Convention on Climate Change, "Decisions adopted by the Conference of the Parties," Report of the Conference of the Parties, 20th sess., Lima, Peru, December 1-14, 2014, <http://unfccc.int/resource/docs/2014/cop20/eng/10a01.pdf>.

3 United Nations, "United Nations Framework Convention On Climate Change," United Nations, 1992, <https://unfccc.int/resource/docs/convkp/conveng.pdf>.

4 "INDCs as communicated by Parties," United Nations Framework Convention on Climate Change, [www.unfccc.int/submissions/INDC/Submission%20Pages/submissions.aspx](http://www.unfccc.int/submissions/INDC/Submission%20Pages/submissions.aspx) (accessed November 2, 2015).

5 REN21, *Renewables 2015 Global Status Report*, REN21 Secretariat, 2015, [www.ren21.net/status-of-renewables/global-status-report/](http://www.ren21.net/status-of-renewables/global-status-report/).

6 Climate Interactive conducted a study to show that in a "ratchet success" scenario, it would be possible to cut emissions to 1.8°C (3.2°F) of warming above pre-industrial levels. Under this scenario countries set in motion regularly more aggressive climate actions in the years to come. For more see: <https://www.climateinteractive.org/wp-content/uploads/2015/12/Ratchet-Success-14-December-2015.pdf>.