



**AGENDA
REGULAR MEETING**

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

**Wednesday, October 11, 2017
CLOSED SESSION – 6:00 PM
REGULAR SESSION – 7:00 PM**

CLOSED SESSION – 6:00 PM

1. **In Closed Session under Government Code § 54957, PUBLIC EMPLOYMENT**

Title: City Manager

PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00 PM

REPORT FROM CLOSED SESSION

ADOPTION OF AGENDA

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

2. Motion to Accept the Minutes from the September 27, 2017 Regular Meeting.
3. Motion to Approve Report of Checks Paid for September 2017.
4. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the Third Quarter of 2017.
5. Motion to Adopt a Resolution Designating Certain Products, Brands or Services Pursuant to Public Contract Code Section 3400.
6. Motion to Adopt a Resolution Amending Subchapter 3.08 and Adding Subchapter 3.11 to the Colma Administrative Code, Relating to Email and Other Electronic Communications and the Public Records Act.
7. Motion to Adopt a Resolution Approving Road Maintenance and Rehabilitation Account (RMRA) Project List and Amending Gas Tax Appropriations for Fiscal Year 2017-2018.

NEW BUSINESS

8. SERRAMONTE BOULEVARD AND COLLINS MASTER PLAN

Consider: Motion to Adopt a Resolution Authorizing the City Manager to Execute a Contract with Dyett and Bhatia in the Amount of \$336,518 for Preparation of the Serramonte Boulevard and Collins Avenue Master Plan.

STUDY SESSION

9. RESERVE POLICE OFFICER PROGRAM

This item is for discussion only; no action will be taken at this meeting.

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.

Reasonable Accommodation

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

1. **In Closed Session under Government Code § 54957, PUBLIC EMPLOYMENT**
Title: City Manager

There is no staff report for this item.



**MINUTES
REGULAR MEETING**

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

Wednesday, September 27, 2017

7:00 p.m.

CALL TO ORDER

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

Council Present – Mayor Helen Fiscaro, 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, Police Chief Kirk Stratton, Contract Director of Public Works Brad Donohue, Contract City Planner Michael Laughlin, City Clerk Caitlin Corley and Administrative Technician Darcy De Leon were in attendance.

ADOPTION OF THE AGENDA

Mayor Fiscaro 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 Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

PUBLIC COMMENTS

Mayor Fiscaro opened the public comment period at 7:06 p.m. and seeing no one come forward to speak, she closed the public comment period.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the September 13, 2017 Regular Meeting.
2. Motion to Adopt 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 (Second Reading).
3. 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).

Action: Council Member Colvin moved to approve the Consent Calendar items #1 through 3; the motion was seconded by Vice Mayor Gonzalez 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

4. GRANT FUNDING REQUEST FOR THE DCPLA

Vice Mayor Gonzalez announced that because she sits on the board of directors for the Daly City Public Library Associates, she would recuse herself from the item; she stepped off the dais and out of the room. Interim City Manager Bill Norton presented the staff report. Mayor Fiscaro opened the public comment period at 7:08 p.m. Thomas Nuris of the Daly City Public Library Associates spoke on behalf of his organization. The Mayor closed the public comment period at 7:11 p.m. Council discussion followed.

Action: Council Member Colvin moved to Adopt a Resolution Approving a Grant to Daly City Public Library Associates, Finding That the Grant Serves a Public Purpose, and Authorizing a Contract with Daly City Public Library Associates for the Use of Town Funds; 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	✓				
	4	0			

Vice Mayor Gonzalez returned to the dais.

5. LEAGUE OF CALIFORNIA CITIES RESOLUTIONS

City Attorney Christopher Diaz advised Council that they should state for the record if they are a member of any of the organizations being considered for grant funding. Council Member del Rosario announced that she was a member of A.L.L.I.C.E. Interim City Manager Bill Norton presented the staff report. Mayor Fiscaro opened the public comment period at 7:08 p.m. The following people spoke:

- Georgette Sarles, Colma-Daly City Chamber of Commerce
- Renee Olague and Sue Millwee, Daly City/Colma 4H Club
- Natali Rodriguez, HIP Housing
- Dr. Reno Taini, Lisa Gray, and Ernest Felix, Wilderness School
- Dan Schmid, LifeMoves

Tina Ahn, North Peninsula Food Pantry and Dining Center of Daly City
 Cherie Colin, Skyline College
 Kathleen Gallagher, Contract Sustainability Coordinator for Colma

Mayor Fiscaro closed the public comment period at 8:58 p.m.

Council asked staff to add a provision in the resolution stating that ALLICE's funding would be approved, subject to confirmation that they had approved 501(c)(3) status. Council asked staff to make the following changes to recommended funding amounts:

Grantee	Amount
Clinic by the Bay	\$3,000
Colma - Daly City Chamber of Commerce	\$30,000
Jefferson Union School District (Wilderness School)	\$4,500
LifeMoves (formerly InnVision Shelter Network)	\$3,500
San Mateo Community College Foundation (Skyline College President's Innovation Fund)	\$3,000
SMC Conservation District	\$5000
SMC Jobs for Youth	\$1,500

Action: Vice Mayor Gonzalez made a motion to Adopt a Resolution Determining Eligibility for Grant Funding, Approving Grants to Eligible Organizations, Finding That Each Approved Grant Serves a Public Purpose, and Authorizing Contracts with Each Eligible Organization for the Use of Town Funds, with the requested changes; 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			

COUNCIL CALENDARING

The next Regular City Council Meeting will be on Wednesday, October 11, 2017 at 7:00 p.m.

Council tentatively scheduled a Closed Session on Wednesday, October 11, 2017 at 6:00 p.m.

REPORTS

Helen Fiscaro

Scott Weiner Community Event, 9/23/17
 Living with Wildlife, 9/20/17

Raquel "Rae" Gonzalez

Living with Wildlife, 9/20/17

John Irish Goodwin

Scott Weiner Community Event, 9/23/17

Living with Wildlife, 9/20/17

Interim City Manager Bill Norton announced that bids for the next phase of the Town Hall Renovation Project would be opened on Thursday, September 28 at 2:00 p.m.

ADJOURNMENT

Mayor Fiscaro adjourned the meeting at 9:03 p.m. in honor of Carmen Martinez, grandmother of Recreation Coordinator Liz Tapia.

Respectfully submitted,

Caitlin Corley

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46459	9/1/2017	00068	COLMA PEACE OFFICERS 09012017 B	9/1/2017	COLMA PEACE OFFICERS: P/	652.14	652.14
46460	9/1/2017	01340	NAVIA BENEFIT SOLUTIONS: 09012017 B	9/1/2017	FLEX 125 PLAN: PAYMENT	331.16	331.16
46461	9/1/2017	01375	NATIONWIDE RETIREMENT S09012017 B	9/1/2017	NATIONWIDE: PAYMENT	6,000.00	
46462	9/1/2017	02377	09012017 M	9/1/2017	NATIONWIDE: PAYMENT	1,200.00	7,200.00
46463	9/1/2017	02944	CALIFORNIA STATE DISBURS09012017 B	9/1/2017	WAGE GARNISHMENT: PAYM	917.53	917.53
46464	9/1/2017	02945	PEACE OFFICERS RESEARCH09012017 B	9/1/2017	PORAC: PAYMENT	24.00	24.00
93585	9/1/2017	00521	PORAC LEGAL DEFENSE FUN09012017 B	9/1/2017	PORAC LDF: PAYMENT	220.20	220.20
93586	9/1/2017	01360	UNITED STATES TREASURY 09012017 M	9/1/2017	FEDERAL TAX: PAYMENT	940.97	940.97
93587	9/1/2017	00631	VANTAGE TRANSFER AGENT;09012017 M	9/1/2017	ICMA CONTRIBUTION: PAYME	463.86	463.86
93588	9/1/2017	00130	P.E.R.S. 09012017 M	9/1/2017	PERS MISC NON-TAX: PAYME	588.12	588.12
93590	9/1/2017	00521	EMPLOYMENT DEVELOPMEN09012017 B	9/1/2017	CALIFORNIA STATE TAX: PAY	10,338.54	10,338.54
93591	9/1/2017	00631	UNITED STATES TREASURY 09012017 B	9/1/2017	FEDERAL TAX: PAYMENT	55,243.00	55,243.00
93592	9/1/2017	01340	P.E.R.S. 09012017 B	9/1/2017	PERS - BUYBACK: PAYMENT	37,026.52	37,026.52
93593	9/1/2017	01360	NAVIA BENEFIT SOLUTIONS 09012017 B	9/1/2017	COMMUTER PLAN: PAYMENT	47.00	47.00
			VANTAGE TRANSFER AGENT;09012017 B	9/1/2017	ICMA CONTRIBUTION: PAYME	3,317.00	3,317.00
total for FIRST NATIONAL BANK OF DALY CITY:						117,310.04	

14 checks in this report.

Grand Total All Checks:

117,310.04

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46465	9/6/2017	00020	ASSOCIATED SERVICES INC 117082946	8/22/2017	Spring Water 5 Gal	31.25	31.25
46466	9/6/2017	00051	CALIFORNIA WATER SERVICE 6544607057	8/16/2017	6544607057 SW CORNER HIL	707.34	707.34
46467	9/6/2017	00057	CINTAS CORPORATION #2	8/10/2017	STERLING PARK FIRST AID S	81.05	81.05
				6/16/2017	COMMUNITY CENTER DEFIB	51.06	51.06
				6/16/2017	PD FIRST AID SUPPLIES	42.17	42.17
				6/16/2017	STERLING PARK FIRST AID S	25.87	25.87
				7/12/2017	COMMUNITY CENTER LENS/K	23.24	23.24
				7/12/2017	STERLING PARK FIRST AID S	16.30	16.30
				6/16/2017	BLDG DEPT FIRST AID SUPPI	11.85	11.85
				6/16/2017	TOWN HALL FIRST AID SUPP	10.86	10.86
				8/10/2017	COMMUNITY CENTER FIRST	7.58	7.58
46468	9/6/2017	00280	OFFICE DEPOT, INC.	8/25/2017	PAPER: LETTER & LEGAL, HI	121.35	121.35
46469	9/6/2017	00307	PACIFIC GAS & ELECTRIC	8/24/2017	0092128195-2 1520 HILLSIDE	2,202.30	2,202.30
				8/21/2017	0678090639-9 S/E CORNER H	56.88	56.88
				8/21/2017	9593452526-2 1500 HILLSIDE	29.44	29.44
				8/24/2017	2039987372-6 OPPOSITE 507	11.44	11.44
				8/24/2017	9956638930-2 NEXT TO 540 B	9.86	9.86
46470	9/6/2017	00364	SMC SHERIFF'S OFFICE	8/31/2017	LAB FEES	1,088.40	2,309.92
46471	9/6/2017	00421	U.S. POSTAL SERVICE	9/1/2017	#1433 BULK MAILING POSTAL	2,500.00	1,088.40
46472	9/6/2017	00463	FISICARO, HELEN	8/28/2017	08.28.17 DEPOSIT REFUND	300.00	2,500.00
46473	9/6/2017	00631	P.E.R.S.	8/16/2017	GASB-68 REPORTS & SCHED	300.00	300.00
46474	9/6/2017	00778	CASTILLO, ANA	8/28/2017	08.28.17 DEPOSIT REFUND	2,100.00	2,100.00
46475	9/6/2017	00830	STAPLES ADVANTAGE	8/12/2017	9X12 CLASP ENVELOPES, CI	50.00	50.00
46476	9/6/2017	01037	COMCAST CABLE	8/25/2017	8155 20 022 0097051 Internet	321.74	321.74
				8/25/2017	08.25-09/24 427 8/20/2017	581.82	581.82
				8/27/2017	FY 17-18 ANNUAL PUBLIC PO	236.16	236.16
46477	9/6/2017	01183	BEST BEST & KRIEGER LLP	8/27/2017	802651	2,100.00	2,100.00
46478	9/6/2017	01340	NAVIA BENEFIT SOLUTIONS	8/31/2017	SECTION 125 PARTICIPANT &	75.00	75.00
46479	9/6/2017	01513	CARON, ANITA	8/28/2017	08.28.17 DEPOSIT REFUND	50.00	50.00
				8/28/2017	08.28.17 DEPOSIT REFUND	30.00	30.00
46480	9/6/2017	01569	DARLING INTERNATIONAL IN(600:2984444	8/22/2017	TRAP SERVICE CHARGE	102.71	80.00
46481	9/6/2017	01995	CELESTE, MIKE L.	8/30/2017	CARDROOM BACKGROUN	1,210.00	102.71
46482	9/6/2017	02132	WOLLMAN, JASON	August 23-26, 2017	AUGUST 23-26, 2017 MEALS	294.54	1,210.00
				August 28-29, 2017	AUGUST 28-29, 2017 MEALS	62.88	294.54
							357.42

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46483	9/6/2017	02274	FRANK AND GROSSMAN LANI40447089 40447090	5/31/2017	TOWN PLANTING	1,000.00	
46484	9/6/2017	02291	SOUTHWOOD PLUMBING & H52892	5/31/2017	PLANTING AROUND THE BIKI	230.31	1,230.31
46485	9/6/2017	02627	MERCADO, LUISA	8/14/2017	SNAKE & CLEAR BREAK ROC	175.00	175.00
46486	9/6/2017	02643	ENVIRONMENTAL SYSTEMS F93337841	8/28/2017	08.28.17 FRIDAY FILMS & ARI	6.00	6.00
46487	9/6/2017	02697	VIGIL, SELINA	8/25/2017	ARCGIS DESKTOP STANDAR	1,565.63	1,565.63
46488	9/6/2017	02787	AECO SYSTEMS, INC.	8/25/2017	08.25.17 DEPOSIT REFUND	275.00	275.00
46489	9/6/2017	02793	DITO'S MOTORS	8/22/2017	RESET SYSTEMS AND CLEAF	250.00	250.00
				8/26/2017	#6 CHECK & REPLACE INSTR	736.50	
				8/26/2017	2015 FORD EXPLORER FILL C	48.24	784.74
46490	9/6/2017	02795	ROSSET, JAY	8/26/2017	AUGUST 28-29, 2017 MEALS	65.83	65.83
46491	9/6/2017	02799	WAVE	9/4/2017	AUGUST 28-29, 2017 MEALS	400.00	400.00
46492	9/6/2017	02849	U.S. BANK PARS ACCOUNT, 6 Sept 2017 OPEE	8/23/2017	RIMS INTERNET W/SSF	400.00	
46493	9/6/2017	02864	MOBILE MODULAR MANAGEN1401122	9/5/2017	OPEB CONTRIBUTION	100,798.00	100,798.00
				8/16/2017	24 X 60 HCD OFFICE RENTAL	790.28	
				8/10/2017	8 X 20 OFFICE HCD, RAMP RI	471.65	1,261.93
46494	9/6/2017	02909	TAPIA, ELIZABETH	8/10/2017	JULY 24-AUG 29, 2017 MILEAK	20.54	20.54
46495	9/6/2017	03002	STELLA PAINTING INC.	8/29/2017	PREP AND PAINT LIGHT POS	5,800.00	5,800.00
46496	9/6/2017	03015	U.S. BANK CORPORATE PMT	8/16/2017	CREDIT CARD PURCHASE	3,236.31	3,236.31
				8/22/2017	CREDIT CARD PURCHASE	2,706.21	
				08/22/17 Gogan	CREDIT CARD PURCHASE	2,571.09	
				08/22/17 Dossey	CREDIT CARD PURCHASE	2,344.97	
				08/22/17 Morque	CREDIT CARD PURCHASE	576.90	
				08/22/17 Pfofent	CREDIT CARD PURCHASE	72.71	
				08/22/17 Corley	CREDIT CARD PURCHASE	31.57	11,539.76
				08/22/17 Burns	CREDIT CARD PURCHASE	160.00	160.00
46497	9/6/2017	03034	FLEX ADVANTAGE	8/31/2017	RETIREE ADMIN AND PROCE	300.00	300.00
46498	9/6/2017	03084	DIAS, DENNIS JAMES	8/28/2017	08.28.17 DEPOSIT REFUND	300.00	300.00

b total for FIRST NATIONAL BANK OF DALY CITY: 139,175.83

34 checks in this report.

Grand Total All Checks:

139,175.83

Final Check List
Town of Colma

apChkLst
09/11/2017 12:33:49PM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46499	9/11/2017	00013	August 2017	8/31/2017	TIRE SERVICE	1,541.14	1,541.14
46500	9/11/2017	00051	CALIFORNIA WATER SERVICE 08/25/2017	8/25/2017	WATER BILL	5,975.66	5,975.66
46501	9/11/2017	00071	CSG CONSULTANTS, INC. July 1-28, 2017	9/11/2017	CSG	97,150.21	97,150.21
46502	9/11/2017	00093	CITY OF SOUTH SAN FRANCISCO 516902	8/18/2017	TRAFFIC SIGNAL MAINTENANCE	2,113.00	2,113.00
46503	9/11/2017	00174	HOME DEPOT CREDIT SERVICE August 7-25, 201	8/30/2017	AUGUST 7-25, 2017 PW PURC	1,038.33	1,038.33
46504	9/11/2017	00307	PACIFIC GAS & ELECTRIC 9248309814-8	8/25/2017	9248309814-8 601 F ST.	201.77	201.77
46505	9/11/2017	00388	SONITROL 1306611-IN	8/30/2017	0567147369-1 JSB S/O SERRA	145.34	347.11
46506	9/11/2017	00464	HINDERLITER, DE LLAMAS 0027859-IN	9/1/2017	427 F ST. MONTHLY MONITOR	113.00	113.00
46507	9/11/2017	00525	COUNTY OF MARIN/CAL-SLA FY 2017-2018	9/5/2017	SALES TAX SERVICES	3,608.57	3,608.57
46508	9/11/2017	00623	ARAMARK August 2017	9/8/2017	FY 2017-2018 ANNUAL DUES	300.00	300.00
46509	9/11/2017	01030	STEPFORD, INC. 1701890	8/31/2017	UNIFORM SERVICE	515.00	515.00
46510	9/11/2017	01037	COMCAST CABLE 1701847	8/21/2017	MONTHLY SERVICE CONTRA	5,622.00	7,559.50
46511	9/11/2017	01345	GOODWIN, JOHN 2000941.003	8/26/2017	JULY 2017 HOURS IN EXCES	1,937.50	13,753.46
46512	9/11/2017	01629	R. J. RICCIARDI INC., CPAS 10236	9/02/17-10/01/1	8155 20 022 0094769 TOWN C	241.16	241.16
46513	9/11/2017	02042	CINTAS FIRE 636525 OF44111561	8/27/2017	8155 20 022 0097069 INTERNI	275.00	275.00
46514	9/11/2017	02082	VINCE'S OFFICE SUPPLY, INC August 2017	9/5/2017	09.05.17 DEPOSIT REFUND	1,632.50	1,632.50
46515	9/11/2017	02118	BAY AREA NEWS GROUP 0001075676	8/31/2017	AUDIT SERVICES	2,294.40	2,294.40
46516	9/11/2017	02144	DOMINIC A. DE LUCCA DBA D1837	8/31/2017	REPLACED 2 GAUGES, INSTA	324.70	324.70
46517	9/11/2017	02149	HDL COREN & CONE 0024502-IN	8/31/2017	OFFICE SUPPLIES	111.18	111.18
46518	9/11/2017	02179	HUB INTERNATIONAL OF CA August 2017	9/6/2017	08.29.17 RFP TOWN HALL INF	800.00	800.00
46519	9/11/2017	02182	DALY CITY KUMON CENTER August 2017	8/30/2017	2016-17 CAFR STATISTICAL F	645.00	645.00
46520	9/11/2017	02216	RAMOS OIL CO. INC. 893129	9/6/2017	INSURANCE EVENTS	513.19	513.19
46521	9/11/2017	02352	GUTIERREZ, IMELDA 891530	9/11/2017	TUTORING	4,610.00	4,610.00
46522	9/11/2017	02623	BLOEBAUM, CYNTHIA 889938	8/31/2017	PD GASOLINE PURCHASES 2	1,447.75	3,607.38
46523	9/11/2017	02743	UTILITY TELEPHONE, INC Sept 6, 2017 Sur	8/20/2017	PD GASOLINE PURCHASES 1	1,112.36	300.00
46524	9/11/2017	02797	XTELESIS CORPORATION LB8-24	8/10/2017	PD GASOLINE PURCHASES 1	1,047.27	465.00
46525	9/11/2017	02885	SF MOTO 38931	9/5/2017	09.05.17 DEPOSIT REFUND	300.00	300.00
				9/7/2017	COOKING CLASSES	465.00	465.00
				9/1/2017	INTERNET ACCESS 128070	712.72	712.72
				8/25/2017	REMOTE SESSION REGARDI	112.50	112.50
				9/7/2017	2016 ZERO MOTORCYCLE RE	2,433.33	2,433.33

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46526	9/11/2017	03034	FLEX ADVANTAGE	9/7/2017	HEALTH REIMBURSEMENT A	39,187.23	
			July 2017	9/7/2017	HEALTH REIMBURSEMENT A	39,187.23	
			August 2017	9/7/2017	HEALTH REIMBURSEMENT A	39,187.23	
			Sept 2017	9/7/2017	HEALTH REIMBURSEMENT A	39,187.23	117,561.69
46527	9/11/2017	03043	WATER WORKS ENGINEERS, 7923	9/8/2017	AUGUST 2017 HYDRAULIC M	14,924.00	14,924.00
46528	9/11/2017	03085	TMD DESSERTS, INC.	9/6/2017	977B REFUND C&D	1,000.00	1,000.00

b total for FIRST NATIONAL BANK OF DALY CITY: 286,337.57

30 checks in this report.

Grand Total All Checks:

286,337.57

Final Check List
Town of Colma

apChkLst
09/13/2017 1:39:32PM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46529	9/15/2017	00068	09152017 B	9/15/2017	COLMA PEACE OFFICERS: P/	652.14	652.14
46530	9/15/2017	01340	09152017 B	9/15/2017	FLEX 125 PLAN: PAYMENT	331.16	331.16
46531	9/15/2017	02224	09152017 B	9/15/2017	LIFE INSURANCE: PAYMENT	15.50	15.50
46532	9/15/2017	02377	09152017 B	9/15/2017	WAGE GARNISHMENT: PAYM	917.53	917.53
93588	9/15/2017	00282	09152017 M	9/15/2017	OCTOBER 2017 ACTIVE PREI	4,981.36	4,981.36
93594	9/15/2017	00130	09152017 B	9/15/2017	CALIFORNIA STATE TAX: PAY	9,876.11	9,876.11
93595	9/15/2017	00521	09152017 B	9/15/2017	FEDERAL TAX: PAYMENT	50,117.63	50,117.63
93596	9/15/2017	00631	09152017 B	9/15/2017	PERS - BUYBACK: PAYMENT	35,806.23	35,806.23

b total for FIRST NATIONAL BANK OF DALY CITY: 102,697.66

8 checks in this report.

Grand Total All Checks:

102,697.66

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46533	9/18/2017	00005	AR014762	8/30/2017	FY 17/18 LIABILITY LOSS FUN	62,046.00	
			AR014706	8/30/2017	FY 17/18 ADMIN. PREMIUM A	16,082.46	
			AR014734	8/30/2017	FY 17/18 PROPERTY INS. PRI	11,732.00	89,860.46
46534	9/18/2017	00020	117090367	9/1/2017	MTN INSPIRATIONS H/C BWC	58.00	
			117090366	9/1/2017	MTN H/C BWC RENTAL ON W	9.00	67.00
46535	9/18/2017	00057	August 2017	9/12/2017	CLEANING SERVICE	1,916.36	1,916.36
46536	9/18/2017	00112	253263	9/6/2017	PD ACCOUNT #140503	822.00	822.00
46537	9/18/2017	00181	21753	9/1/2017	LABOR RELATIONS CONSULT	1,371.00	1,371.00
46538	9/18/2017	00211	August 2017	8/31/2017	PAINT AND SUPPLIES	235.00	235.00
46539	9/18/2017	00236	LAURETTA PRINTING COMPA	9/11/2017	GOLD FOIL PRINTING ON FO	547.93	547.93
46540	9/18/2017	00280	OFFICE DEPOT, INC.	9/5/2017	OFFICE SUPPLIES	44.02	
			959806647001	8/26/2017	OFFICE SUPPLIES	7.85	55.17
			957501259001	9/5/2017	OFFICE SUPPLIES	3.30	5,838.00
			959806715001	9/5/2017	OFFICE SUPPLIES	3.30	1,328.00
46541	9/18/2017	00357	21932	8/17/2017	FIRST INSTALLMENT 2017 HC	5,838.00	5,838.00
46542	9/18/2017	00412	SIERRA DISPLAY, INC.	9/10/2017	Facilities Mgmt & Maintenance	1,328.00	1,328.00
46543	9/18/2017	00414	TELECOMMUNICATIONS ENG	9/15/2017	PEST CONTROL	446.00	446.00
46544	9/18/2017	00500	TERMINEX INTERNATIONAL L	9/7/2017	ALLOCATION OF PARKING PE	1,054.10	1,054.10
46545	9/18/2017	00534	SMC CONTROLLERS OFFICE	9/13/2017	MICRO CHANNEL & LINES	782.50	782.50
46546	9/18/2017	00539	SMC INFORMATION SERVICE	9/6/2017	ANNUAL MAINTENANCE PER	557.00	557.00
46547	9/18/2017	00693	FIREMASTER DEPT 1019	9/11/2017	09.11.17 REFUND SENIOR LU	18.00	18.00
46548	9/18/2017	01541	DEGUJA, PRISCILLA	9/13/2017	NOV 2-3 HR FALL 2017 CONF	200.00	200.00
46549	9/18/2017	01552	NORCAL HUMAN RESOURCE	8/24/2017	500 BUSINESS CARDS - M. S	207.23	207.23
46550	9/18/2017	01808	FORTE PRESS CORPORATIO	9/16/2017	NOV 2, 2017 S GUERRERO T	225.00	225.00
46551	9/18/2017	02499	THIRD DEGREE COMMUNICA	8/26/2017	PD COPY MACHINE RENTAL	808.92	
			GE CAPITAL INFORMATION	9/5/2017	REC COPY MACHINE RENTAL	635.03	1,443.95
			99361729	8/31/2017	CONTRACT FINANCE SERVIC	10,185.25	10,185.25
46552	9/18/2017	02510	REGIONAL GOVERNMENT SE	9/8/2017	COLMA TOWN HALL RENOVA	25,462.00	25,462.00
46553	9/18/2017	02730	THE RATCLIFF ARCHITECTS	8/31/2017	TROUBleshoot SECURITY	257.24	257.24
46554	9/18/2017	02787	AECO SYSTEMS, INC.	9/15/2017	ZUMBA CLASSES	270.00	270.00
46555	9/18/2017	02788	LUNA-SEVILLA, MARGARET	8/31/2017	STORAGE, PICKUP/DELIVER	135.35	135.35
46556	9/18/2017	02827	CORODATA SHREDDING, IN	9/1/2017	INSTALLATION OF CHAINLIN	5,741.80	7,457.50
46557	9/18/2017	02830	BAILEY FENCE COMPANY, I	8/31/2017	REPAIR CHAINLINK FENCE A	1,715.70	1,148.11
			76061	8/31/2017	PRINT 1 FULL SIZE SET (30X	1,148.11	1,148.11
46558	9/18/2017	02894	ARC DOCUMENT SOLUTIONS	9/1/2017	SILVER EXPLORER WASH W/	100.00	100.00
46559	9/18/2017	02926	PRECISION BODY SHOP &				

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46560	9/18/2017	02977	2000946.003	9/11/2017	09.11.17 DEPOSIT REFUND	200.00	200.00
46561	9/18/2017	03061	1872962	8/31/2017	16-31, 2017 PW GAS PURCHA	329.75	329.75
46562	9/18/2017	03086	1574669	8/22/2017	BOLT, HEX HEAD, 5/16"-18 X	254.42	254.42
46563	9/18/2017	03087	1030900	9/1/2017	SAFETY EQUIPMENT: LENS F	22.20	22.20
46564	9/18/2017	03088	BHA REAL ESTATE HOLDINGS1725PL Deposit	9/12/2017	1725PL REFUND DEPOSIT BA	1,447.00	1,447.00
46565	9/18/2017	03089	GAMEPLANDDEVELOPMENT, L 1195PL Deposit	9/15/2017	1195PL REFUND DEPOSIT BA	20,125.50	20,125.50
46566	9/18/2017	03090	JOHN LUM ARCHITECTURE IN2031PL Refund	9/12/2017	2031PL REFUND DEPOSIT BA	2.75	2.75

b total for FIRST NATIONAL BANK OF DALY CITY: 174,371.77

34 checks in this report.

Grand Total All Checks:

174,371.77

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46567	9/25/2017	00004	0000010223451	9/13/2017	PHONE BILL	1,530.84	1,530.84
46568	9/25/2017	00051	CALIFORNIA WATER SERVICE1727052702	9/13/2017	1727052702 JSB ACROSS FR	235.14	235.14
46569	9/25/2017	00117	DELTA DENTAL OF CALIFORNIA BE02406937	10/1/2017	DENTAL INSURANCE	12,233.00	12,233.00
46570	9/25/2017	00307	PACIFIC GAS & ELECTRIC 09/08/2017	9/8/2017	PG&E	5,910.28	5,910.28
46571	9/25/2017	00311	PITNEY BOWES INC. 1005152466	9/10/2017	#0012828896 POSTAGE METE	274.05	274.05
46572	9/25/2017	00411	TURBO DATA SYSTEMS 26695	8/31/2017	CITATION PROCESSING	112.20	112.20
46573	9/25/2017	00522	ALAMEDA COUNTY SHERIFFS Oct 2-13 Supervi	9/25/2017	OCT 2-13, 2017 S. MERCADO	188.00	188.00
46574	9/25/2017	00830	STAPLES ADVANTAGE 8046167980	8/26/2017	X STAMPER 15/16" X 2 13/16 I	325.15	325.15
			8046278354	9/2/2017	9X12 HEAVY DUTY CLASP EN	122.85	448.00
46575	9/25/2017	01030	STEPFORD, INC. 1701919	9/11/2017	4 SOPHOS AP 100 2 YR WARI	10,351.90	10,790.55
			1701923	9/14/2017	4 POWER OVER ETHERNET I	438.65	
46576	9/25/2017	01037	COMCAST CABLE 09/11-10/10 601	9/7/2017	8155 20 022 0096715 601 F ST	106.16	106.25
			09/06/17-10/05/1	9/3/2017	8155 20 022 0096327 Bulk DTA	0.09	106.25
46577	9/25/2017	01076	API CONSULTING 17-09 Colma	9/19/2017	RECORDS MANAGEMENT	6,160.00	6,160.00
46578	9/25/2017	01183	BEST BEST & KRIEGER LLP 804326	9/18/2017	CITY ATTORNEY SERVICES	18,180.31	
			804329	9/18/2017	CITY ATTORNEY SPECIAL SE	2,707.20	
			804328	9/18/2017	EMPLOYEE BENEFITS/TAX	2,234.50	
			804327	9/18/2017	CITY ATTORNEY BASIC SERV	765.80	23,887.81
46579	9/25/2017	01276	GONZALEZ, RAE 2000953.003	9/18/2017	09.18.17 REFUND DRAGON B	90.00	90.00
46580	9/25/2017	01367	DUO DANCE ACADEMY August 2017	9/22/2017	DANCE CLASSES	210.00	210.00
46581	9/25/2017	01399	WESTLAKE TOUCHLESS CAR August 2017	9/1/2017	PD CAR WASH	13.95	13.95
46582	9/25/2017	01414	VERANO HOMEOWNERS ASS10	10/1/2017	VERANO OWNERS ASSOCIAI	310.00	310.00
46583	9/25/2017	01461	DOSSEY, BRIAN Sept 14-15, 2017	9/25/2017	SEPT 14-15, 2017 REIMBURSI	136.47	136.47
46584	9/25/2017	01548	HEART OF SAN MATEO COUN192	9/7/2017	FY 2017-2018 MEMBERSHIP I	533.00	533.00
46585	9/25/2017	01565	BAY CONTRACT MAINTENAN(Sept 2017-19772	9/10/2017	JANITORIAL SERVICES	8,312.18	
			19772	9/10/2017	PAPER SUPPLIES	770.08	9,082.26
46586	9/25/2017	01687	UNITED SITE SERVICES OF 114-5780552	9/15/2017	STANDARD AND REGULAR SI	136.73	136.73
46587	9/25/2017	02056	GOTELLI, LOUIS 09/10/17 Work B	9/11/2017	09/10/17 WORK BOOTS REIM	97.86	97.86
46588	9/25/2017	02224	STANDARD INSURANCE COM Oct 2017	9/14/2017	LIFE INSURANCE	220.00	220.00
46589	9/25/2017	02274	FRANK AND GROSSMAN LANI151792	9/1/2017	LANDSCAPE MAINTENANCE	10,608.00	10,608.00
46590	9/25/2017	02307	STANDARD PLUMBING SUPPI58559	9/25/2017	TOILET WATER CLOSET REP.	43.72	43.72
46591	9/25/2017	02317	CUS, ERIN 07/22/17-09/16/1	9/19/2017	BOOT CAMP FITNESS	800.00	800.00
46592	9/25/2017	02480	ZAPANTA, MARYANN 2000951.003	9/18/2017	09.18.17 DEPOSIT REFUND	275.00	275.00
46593	9/25/2017	02499	GE CAPITAL INFORMATION 99361729	9/24/2017	REC COPY MACHINE RENTAL	635.03	635.03

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46594	9/25/2017	02542	TYCO INTEGRATED SECURIT 29273819	9/9/2017	FIRE SYSTEM AT SR. HOUSIN	410.53	410.53
46595	9/25/2017	02793	DITO'S MOTORS 16768	9/21/2017	2015 FORD EXPLORER V6 3.7	748.44	748.44
46596	9/25/2017	02827	CORODATA SHREDDING, INC.DN1167515	1/8/3117	SHREDDING SERVICE PD	47.87	47.87
46597	9/25/2017	02864	MOBILE MODULAR MANAGEM1427715	9/15/2017	24 X 60 HCD OFFICE RENTAL	790.28	
			1421458	9/9/2017	8 X 20 OFFICE HCD, RAMP RI	471.65	1,261.93
46598	9/25/2017	02880	IMAGEWORKS MANUFACTUR072791	9/13/2017	1250 "PARKING PERMIT" DEC	920.14	920.14
46599	9/25/2017	02935	EMCOR SERVICES-MESA ENE001300909	9/11/2017	AC UNIT COIL CLEANED AND	301.05	301.05
46600	9/25/2017	02968	CONCORD IRON WORKS, INC1641-11	9/19/2017	STRUCTURAL STEEL,	15,861.20	15,861.20
46601	9/25/2017	03004	PROUDCITY INC 1073	5/15/2017	COLMA WEBSITE ANNUAL SL	215.04	215.04
46602	9/25/2017	03061	NORTH BAY PETROLEUM 1876299	9/15/2017	SEPT 1-15, 2017 PW GAS PUF	256.09	256.09
46603	9/25/2017	03091	CARMAX AUTO SUPERSTORE1459PL Refund I	9/22/2017	1459PL REFUND DEPOSIT BA	13,393.20	13,393.20
46604	9/25/2017	03092	MICROSOFT CORPORATION E01004G61H	9/15/2017	OFFICE 365 SUBSCRIPTION	3,371.97	3,371.97
46605	9/25/2017	03094	GONZALEZ, JOSE 2000952.003	9/18/2017	09.18.17 DEPOSIT REFUND	50.00	50.00
9292017	9/29/2017	00282	CALIFORNIA PUBLIC EMPLOY10000001506971	10/1/2017	MEDICAL INSURANCE	4,439.96	4,439.96
b total for FIRST NATIONAL BANK OF DALY CITY:						126,345.56	

40 checks in this report.

Grand Total All Checks:

126,345.56

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46606	9/27/2017	01375	NATIONWIDE RETIREMENT S07072017 B	7/7/2017	NATIONWIDE: PAYMENT	5,900.00	
			07072017 M	7/7/2017	NATIONWIDE: PAYMENT	1,200.00	7,100.00
o total for FIRST NATIONAL BANK OF DALY CITY:						7,100.00	7,100.00

1 checks in this report.

Grand Total All Checks:

7,100.00

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
46607	9/29/2017	00047	C.L.E.A.	9/29/2017	CLEA: PAYMENT	294.00	294.00
46608	9/29/2017	00068	COLMA PEACE OFFICER'S	9/29/2017	COLMA PEACE OFFICERS: P/	652.14	652.14
46609	9/29/2017	01340	NAVIA BENEFIT SOLUTIONS	9/29/2017	FLEX 125 PLAN: PAYMENT	331.16	331.16
46610	9/29/2017	01375	NATIONWIDE RETIREMENT S	9/29/2017	NATIONWIDE: PAYMENT	6,000.00	6,000.00
46611	9/29/2017	02224	STANDARD INSURANCE COM	9/29/2017	LIFE INSURANCE: PAYMENT	360.00	360.00
46612	9/29/2017	02377	CALIFORNIA STATE DISBURS	9/29/2017	WAGE GARNISHMENT: PAYM	917.53	917.53
93597	9/29/2017	00282	CALIFORNIA PUBLIC EMPLOY	9/29/2017	OCTOBER 2017 ACTIVE PREI	55,932.26	55,932.26
93598	9/29/2017	00130	EMPLOYMENT DEVELOPMEN	9/29/2017	CALIFORNIA STATE TAX: PAY	9,186.76	9,186.76
93599	9/29/2017	00521	UNITED STATES TREASURY	9/29/2017	FEDERAL TAX: PAYMENT	47,337.78	47,337.78
93600	9/29/2017	00631	P.E.R.S.	9/29/2017	PERS - PENSION	36,516.62	36,516.62
93601	9/29/2017	01360	VANTAGE TRANSFER AGENT	9/29/2017	ICMA CONTRIBUTION: PAYME	3,317.00	3,317.00
o total for FIRST NATIONAL BANK OF DALY CITY:							160,845.25

11 checks in this report.

Grand Total All Checks:

160,845.25



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, Administrative Services Director
 Cynthia Morquecho, Recreation Manager
 VIA: William C. Norton, Interim City Manager
 MEETING DATE: October 11, 2017
 SUBJECT: Recreation Services Department Quarterly Review, July - September 2017

RECOMMENDATION

Staff recommends that the City Council adopt:

A MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE THIRD QUARTER OF 2017.

EXECUTIVE SUMMARY

In the third quarter of 2017, a total of 2,123 participants attended 63 programs. This represents an increase of 197 participants from the third quarter of 2016. Staff attributes the increase to greater participation in the town's Community Events.

Staff estimates that 39 percent of the population had a current Colma I.D. during the third quarter of 2017, suggesting that residents participated in multiple programs.

There were a total of 77 rentals, which is a decrease of 23 rentals from the second quarter of 2017.

BACKGROUND

Participation

The Recreation Services Department offered programs, activities, events and trips for all age groups during the past quarter. Below is a summary of participation levels by demographic:

- A total of 72 adults and seniors participated in enrichment programs. This represents a decrease of 36 participants from the third quarter of 2016. Staff attributes the decrease to fewer participants in the fitness programs.

- A total of 162 adults and seniors participated in trips and events. This represents an increase of 8 participants from the third quarter of 2016.
- A total of 701 youth and teens participated in Enrichment Programs. This represents a decrease of 155 participants from the third quarter of 2016. Staff attributes the decrease to fewer participants in the afterschool program and spring day camp, and the cancellation of youth cooking classes.
- A total of 130 youths and teens participated in events and trips. This represents a decrease of 15 participants from the third quarter of 2016. Staff attributes the decrease to the cancellation of the teen trips.
- A total of 1,058 youth, adults and seniors participated in Community Programs. This represents an increase of 395 participants from the third quarter of 2016. Staff attributes the increase to the newly-added events such as the Community Fair and Summer Concert Series.

The attachment contains a detailed breakdown of participation by program.

Rental Activity

The Colma Community Center was rented for 56 different events:

- Resident Rentals (27 social events, two fundraisers and four meetings)
- Non-Resident Rentals (two funeral receptions and one meeting)
- Non-Resident Non-profit Groups (11 programs and one meeting)
- In House Reservations (9 meetings/trainings)

The Sterling Park Recreation Center was rented for 21 different events:

- Sterling Park Resident Rentals (20 social events)
- Sterling Park Picnic Site Rentals (one picnic)

Sustainability Impact

Staff coordinates and implements program and activities which are in alignment with the Town's Climate Action Plan and Sustainability Policy. For example, at this year's Summer Day program, all cups, plates, forks, knives, and spoons were made from recyclable content.

ATTACHMENTS

- A. 2017 Recreation Services Department Quarterly Review – Participation Detail

**Recreation Services Department Quarterly Review
July – September 2017
Participation Detail**

Adult/Senior Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Boot Camp Fitness	6	1	Existing
Cell Phone Photography	Cancelled	1	<i>NEW</i>
Chair Senior Yoga	10	2	Existing
Citizenship Workshop	Cancelled	1	<i>NEW</i>
Cooking Classes	22	3	Existing
Create Your Own Craft	7	3	<i>NEW</i>
Eat Well, Be Well	5	1	<i>NEW</i>
Golf	1	3	Existing
Gentle & Invigorating Yoga for All Bodies	9	1	Existing
Zumba	8	1	Existing
Zumba & Palango Combo	4	1	Existing

Adult & Senior Trips & Events

Program	Registered	Sessions	New or Existing Program
Arm Chair Travel	21	3	Existing
CPR & First Aid	5	1	Existing
Creekside Villas Activities	23	3	Existing
Friday Films	21	3	Existing
Nightlife at the Academy	Cancelled	1	<i>NEW</i>
Roaring Camp Railroad	7	1	<i>NEW</i>
Santa Cruz Follies	19	2	Existing
Senior Luncheon	46	2	Existing
Wine & Canvas	20	1	Existing

Youth & Teen Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Allegro Music Program	1	1	Existing
Ballet, Tap, Combo & Hip Hop	4	10	Existing
Coach Lo's Basketball Camp	Cancelled	3	<i>NEW</i>
Cooking	Cancelled	2	Existing
Early Childhood Music	Cancelled	1	Existing
Gleeshiner's Choir	Cancelled	1	<i>NEW</i>
Golf	3	3	Existing
Guitar Workshop	1	2	Existing
Jazz Guitar Workshop	Cancelled	2	Existing
Junior Minecrafters	Cancelled	1	<i>NEW</i>
Keyboard	3	4	Existing
Kids' Club Afterschool Program	39	3	Existing

Kumon Math Tutoring	88	3	Existing
Kumon Reading Tutoring	56	3	Existing
Open Teen Center	Cancelled	1	Existing
Parents' Night Out	14	3	Existing
Princess Dance Class	2	1	Existing
STEM FUNdamentals Using Lego	10	1	Existing
Summer Day Camp Early Morning Care	121	3	Existing
Summer Day Camp	207	3	Existing
Summer Day Camp Afternoon Care	122	3	Existing
Tae Kwon Do	24	3	Existing
Traditional Hawaiian Ukulele Workshop	Cancelled	1	Existing
Vibo Choir	Cancelled	1	Existing
Vibo Youth Ensemble	4	1	Existing
Violin Workshop	2	3	Existing

Youth and Teen Events & Trips

Program	Registered	Sessions	New or Existing Program
7D Experience at Pier 39	Cancelled	1	<i>NEW</i>
Adventure Playground	36	1	Existing
Alternative Camp Program	1	1	Existing
Aqua Adventure	26	1	<i>NEW</i>
College Application Workshop	Cancelled	1	<i>NEW</i>
Don Lake Castro	16	1	Existing
San Francisco Giants (Teen)	22	1	Existing
Santa Cruz Beach Boardwalk (Teen)	Cancelled	2	Existing
Santa Cruz Day Trip	29	1	Existing
Six Flags Trip	Cancelled	1	<i>NEW</i>

Community Programs

Program	Registered	Sessions	New or Existing Program
Community Street Fair	275	1	<i>NEW</i>
Project Read Learning Wheels	103	3	Existing
Project Read Nutrition Program	90	2	Existing
Project Read Science Club	58	2	Existing
Summer Concert Series	300	4	Existing
Town Picnic	232	1	Existing

Note: Programs were cancelled due to insufficient participation.



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: October 11, 2017
 SUBJECT: Sole Source Playground Equipment for Sterling Park Playground CIP

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION DESIGNATING CERTAIN PRODUCTS, BRANDS OR SERVICES
 PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400

EXECUTIVE SUMMARY

The attached resolution allows the Town to sole source the procurement of the playground equipment for the Sterling Park Playground Capital Improvement Project. Staff recommends this action to save taxpayer dollars by re-using existing support poles in lieu of resetting the playground foundation and support structure.

FISCAL IMPACT

The commitment to sole source the playground equipment to Park Pacific will not increase the approved budget for the Sterling Park Playground Capital Improvement Project.

BACKGROUND

In 2001-2002 when Sterling Park and Playground was being remodeled, the Town purchased Columbia Cascade "Pipeline" playground equipment from Park Pacific. The Columbia Cascade "Pipeline" playground equipment is installed upon a support structure made up of steel posts that are set in a foundation 2-3 feet below the play surface. The play features that are attached to the support structure are starting to show wear and tear, and are in need of replacement along with the play surface. Representatives from Park Pacific have indicated that the support structure is still in good condition and can be re-used for the installation of new play features. Typically, the support structure along with the foundation and associated labor is quite costly and the Town can save money by re-using this equipment.

ANALYSIS

Public Contract Code section 3400(c)(2) authorizes sole source "in order to match other products in use on a particular public improvement either completed or in the course of

completion.” As noted above, the current playground equipment at Sterling Park is the Columbia Cascade “Pipeline” playground equipment. The Town wishes to match new play features from the Columbia Cascade “Pipeline” line of playground equipment with the existing Columbia Cascade “Pipeline” support structure, which can be reused. Park Pacific is the only distributor of Columbia Cascade “Pipeline” playground equipment in Northern California.

Sole sourcing the Columbia Cascade “Pipeline” playground equipment to Park Pacific will allow for cost savings and the re-use of the existing Columbia Cascade “Pipeline” support structure. The Columbia Cascade “Pipeline” support structure is made from thick walled 4.5-inch diameter, schedule 40 steel pipe posts which is preferred due to the Town’s climate, when compared to wood or composite support structures. Also, wood or composite play structures tend to cost ten to twenty percent more than steel play structures.

REASONS FOR THE RECOMMENDED ACTION/FINDINGS

Staff recommends sole sourcing the playground equipment to Park Pacific for the following reasons:

1. The existing playground structure is a Columbia Cascade “Pipeline” playground, where the existing support structure is in good condition and can be re-used.
2. Public Contract Code section 3400(c)(2) authorizes sole source “in order to match other products in use on a particular public improvement.”
3. By re-using the Columbia Cascade “Pipeline” support structure for the new playground equipment the Town can achieve cost savings on equipment and labor.
4. Steel support structures are preferred in Colma due to the wet and foggy climate versus wood or composite. Wood and composite are also more expensive than steel.
5. Park Pacific is the only distributor of Columbia Cascade “Pipeline” playground equipment in Northern California.

Council Adopted Values

Sole sourcing the playground equipment is the *responsible* action because Council will have considered the cost implications of not re-using the existing Columbia Cascade “Pipeline” support structure, which is in good condition.

Alternatives

The City Council could choose to deny the request to approve the resolution to sole source the playground equipment. This action is not recommended, because by purchasing and installing a new type of play structure the overall cost of the project would increase and the existing Columbia Cascade “Pipeline” support structure, which is in good condition, would be removed and discarded rather than reused.

CONCLUSION

Approve the attached resolution designating certain products, brands or services pursuant to Public Contract Code Section 3400, subject to the findings listed in the resolution.

ATTACHMENTS

- A. Resolution



RESOLUTION NO. 2017-____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION DESIGNATING CERTAIN PRODUCTS, BRANDS OR SERVICES
PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400**

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

1. Background.

(a) Pursuant to Public Contract Code section 3400(c), the Town of Colma ("Town") may make findings designating certain products, things or services by specific brand or trade name for the statutorily enumerated purposes.

(b) The Sterling Park and Playground currently utilizes the Columbia Cascade "Pipeline" playground equipment.

(c) The Columbia Cascade "Pipeline" playground equipment is installed upon a support structure made up of steel posts that are set in a foundation 2-3 feet below the play surface. The play features that are attached to the support structure are starting to show wear and tear, and are in need of replacement along with the play surface.

(d) The Town has determined that the support structure is still in good condition and can be re-used for the installation of new play features.

(e) The Town wishes to match new play features from the Columbia Cascade "Pipeline" line of playground equipment with the existing Columbia Cascade "Pipeline" support structure, which can be reused.

(f) Park Pacific is the only distributor of Columbia Cascade "Pipeline" playground equipment in Northern California.

(g) Public Contract Code section 3400(c)(2) authorizes sole source "in order to match other products in use on a particular public improvement either completed or in the course of completion."

(h) California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631).

(i) The designation of Columbia Cascade "Pipeline" playground equipment and its sole distributor, Park Pacific, as a sole source item for the Sterling Park Playground Capital Improvement Project will allow the Town to ensure that the contractor utilizes playground equipment that is compatible with and matches the existing Columbia Cascade "Pipeline" support structure in accordance with Public Contract Code section 3400(c)(2).

2. Findings.

Based on the Town’s above described review and Public Contract Code section 3400(c)(2), the City Council finds that the Town must require and specify the use of Columbia Cascade “Pipeline” playground equipment and its sole distributor, Park Pacific, on the Sterling Park Playground Capital Improvement Project. The Columbia Cascade “Pipeline” playground equipment is specified because it matches the existing Columbia Cascade “Pipeline” support structure. Park Pacific is specified because they are the only distributor of Columbia Cascade “Pipeline” playground equipment in Northern California.

3. Order.

The City Council hereby designates Columbia Cascade “Pipeline” playground equipment, and its sole distributor, Park Pacific, as a sole source item to be specified as part of Sterling Park Playground Capital Improvement Project.

Certification of Adoption

I certify that the foregoing Resolution No. 2017-___ was duly adopted at a regular meeting of said City Council held on October 11, 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



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 VIA: Bill Norton, Interim City Manager
 MEETING DATE: October 11, 2017
 SUBJECT: Electronic Communications and the Public Records Act

RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION AMENDING SUBCHAPTER 3.08 AND ADDING SUBCHAPTER 3.11 TO THE COLMA ADMINISTRATIVE CODE, RELATING TO EMAIL AND OTHER ELECTRONIC COMMUNICATIONS AND THE PUBLIC RECORDS ACT

EXECUTIVE SUMMARY

On March 2, 2017, the California Supreme Court issued a decision in *City of San Jose v. Superior Court*. In this decision, the Court held that electronic communications stored on private nongovernmental accounts of local agency officials could be considered "public records" and subject to disclosure under the California Public Records Act. In order to ensure the Town is in compliance with this new legal decision, a new subchapter 3.11 to the Colma Administrative Code has been prepared.

In addition, the Town's existing subchapter 3.08 on use of the Town email system has been updated to more accurately reflect existing technology and to address other minor changes in the law.

FISCAL IMPACT

Subchapter 3.11 detailing the new policy regarding the California Supreme Court's holding in the *San Jose* case may require additional effort on the part of Town staff to work with a Town official to obtain documents that may exist in locations other than the Town's email system. Such additional effort is unlikely to cause a fiscal impact on the Town as the effort will likely be imposed on the Town official to conduct their own search of their respective private email account or device. Thus, costs associated with additional staff time will likely be minimized based on the requirements of this new policy.

BACKGROUND

On March 2, 2017, the California Supreme Court held that electronic communications stored on private nongovernmental accounts of local agency officials could be considered "public records"

and subject to disclosure under the California Public Records Act. Prior to this decision, there was uncertainty as to whether the California Public Records only applied to communications in email accounts and devices owned and controlled by the respective governmental agency. With this new court ruling, it is now clear that regardless of the location of the communications if they are regarding government or city business, even if on a private device or in a private email account, they will be subject to disclosure under the California Public Records Act.

ANALYSIS

Overview of San Jose Case

The *City of San Jose* case originated with a request under the California Public Records Act by a private citizen, Ted Smith, seeking electronic communications on the private devices of San Jose's former mayor, councilmembers and city employees regarding a real estate development in the City. The City denied the request for communications on private devices, asserting that since the City did not prepare, own, use or retain the communications, it could not produce them pursuant to the Act.

Smith filed suit under Government Code section 6258 to compel the City, the former officials and employees to disclose the electronic communications. Smith prevailed in 2013 when a trial court judge found that communications were subject to disclosure, even when located on a private device or server. The City appealed, and in a 2014 opinion, the appellate court agreed with the City, finding that because the communications were not accessible to the City, it had no obligation to produce them. The California Supreme Court then agreed to review the case.

In a unanimous decision, the court stated: "This case concerns how laws, originally designed to cover paper documents, apply to evolving methods of electronic communication. It requires recognition that, in today's environment, not all employment-related activity occurs during a conventional workday, or in an employer-maintained workplace." The opinion observed that the court was deciding a "narrow question," namely, whether writings concerning the conduct of public business are beyond the reach of the Act merely because they were sent or received using a nongovernmental account. The court's answer was no, such communications are not beyond the reach of the law; they *can be* "public records" subject to disclosure under the Act.

According to the Public Records Act and the State Constitution: "Access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state." The court made it clear it would not permit public officials to conduct the public's business on private devices and place those communications beyond the reach of the Act. The court bluntly stated that to allow this would encourage public officials to conduct the public's business in private.

New Subchapter 3.11 to Address San Jose Case

New Colma Administrative Code Subchapter 3.11 will ensure the Town is in full compliance with the holding in the *San Jose* case. In particular, the new policy provides a procedural framework for staff to follow if the Town receives a public records act request for emails or text messages held on a Town official's private device or private email account. Although the new policy mandates that all Town officials use a Town specific email account, in the event an official has used their private email account or device for city business in the past, or does so in the future,

a declaration/certification form will be used to place the responsibility on the Town official to search their respective private device or private email account. The Town official will then sign the declaration/certification form under penalty of perjury to indicate that he or she has searched the private account or private device and has provided any records about City business to the Town for production in response to a public records act request.

Amendment to Existing Subchapter 3.08 regarding Use of Town Email System

In addition to the new policy in Subchapter 3.11 to address the *San Jose* case, the Town's existing subchapter 3.08 regarding use of the Town email system has also been updated. Most of these updates were to address language and terminology that is no longer accurate based on advances in technology. For example, the Town's prior policy contained references to palm pilots and other technology devices which may no longer be prevalent in the market place based on recent advances in technology. Other than general clean-up language to address updates in the law and technology, no major substantive changes are being proposed.

Council Adopted Values

The Council's adoption of the resolution implementing revised and new policies applicable electronic communications and the California Public Records Act is ***responsible*** as it will ensure the Town is in full compliance with the recent holding in the *San Jose* case. It also promotes ***fairness*** by ensuring that the Town is making records available to all persons who make a request for records about City business.

Alternatives

The Council could choose not to adopt the new or revised policy. However, doing so is not recommended as the Town will need to ensure compliance with the recent *San Jose* case. The Council could also choose to seek changes to either policy in consultation with the City Attorney.

CONCLUSION

The Council should adopt the resolution.

ATTACHMENTS

- A. Resolution



RESOLUTION NO. 2017-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION AMENDING SUBCHAPTER 3.08 AND
ADDING SUBCHAPTER 3.11 TO THE COLMA
ADMINISTRATIVE CODE, RELATING TO EMAIL AND
OTHER ELECTRONIC COMMUNICATIONS AND THE
PUBLIC RECORDS ACT

The City Council of the Town of Colma hereby resolves:

ARTICLE 1. CAC SUBCHAPTER 3.08 AMENDED.

Subchapter 3.08, "Email and Other Electronic Communications" is hereby amended in its entirety to read as follows:

SUBCHAPTER 3.08 – EMAIL AND OTHER ELECTRONIC COMMUNICATIONS

3.08.010 Style and Purpose

(a) The purpose of this subchapter is to provide guidance to employees regarding the proper and authorized use of the Town's Electronic Communication Systems (including the Town's E-Mail System).

(b) An employee with any questions regarding the implementation of this policy should contact his or her supervisor who may then contact the City Attorney's office for legal questions, such as an interpretation under the Public Records Act; the City Clerk's office regarding the Records Retention Policy; or the Information Technology Officer regarding any technical issues related to the use of the Electronic Communications System.

(c) Each previous administrative policy or regulation regarding the use of the Town's Electronic Communication Systems which is inconsistent with this regulation is hereby repealed.

(d) The City Manager shall be and hereby is authorized to adopt regulations and procedures to implement this policy.

3.08.020 Definitions

As used in this subchapter:

"Electronic Communication" means any communication or writing created by, retrieved by, sent to, or stored by any employee using the Town's Electronic Communication System, including all information, data, and attachments to the communication.

"Electronic Communication System" means the system of devices (including hardware, software, and other equipment) used by the Town for the purpose of facilitating the transmission and storage of electronic information (including the E-Mail System,

telephones, radios, computers, and all peripheral devices such as hard drives, disks, CDs, DVDs and flash ["thumb"] drives).

"E-Mail" means any Electronic Communication to or from any employee using the Town's E-Mail System, including all information, data, and attachments to the communication.

"E-Mail System" means the system of devices (including hardware, software, and other equipment) used, owned, and provided by the Town for the purpose of facilitating the electronic transmission of information, including internet communications, and the Town's use of *Microsoft Outlook* program (including E-Mail, Calendar, and Tasks).

"Information Technology Officer" or "IT Officer" means a qualified computer technician or consulting company appointed or selected by the City Manager to administer the Town's Electronic Communications System;

"Public Record" means any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the Town regardless of physical form or characteristics.

"Public Records Act" means California Government Code sections 6250, et seq.

"Records Retention Policy" means the Town's Records Retention Policy and Detention, as set forth in Chapter One, Subchapter Seven of the Colma Administrative Code.

"Writing" means, as defined by California Government Code section 6252(g), any handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

3.08.030 Passwords

- (a) Each department head will maintain a list of all passwords for access to the Town's Electronic Communication System of employees in that department and will periodically review the password(s) of each employee with the employee to assure the accuracy of the password list.
- (b) It is the employee's responsibility to report any change in their password.
- (c) Employees are prohibited from the unauthorized use of the passwords of other employees.

3.08.040 No Privacy Right

- (a) No employee shall have any expectation of privacy regarding the content of any Electronic Communications on the Town's Electronic Communication System.

(b) The Town's Electronic Communication System and all Electronic Communications are the property of the Town. The Town has the right, but not a duty, to inspect or audit any and all Electronic Communications, at any time, for any lawful purpose, without notice to any employee.

(c) Employees are hereby notified that the IT Officer has the ability to read each file in the Town's Electronic Communication System, even if the file has been password-protected by the user. The Town has the right, but not the duty, to use this ability to inspect or audit Electronic Communications, as stated above.

3.08.050 Preparing and Using Email

(a) An employee shall prepare Electronic Communications in a lawful, ethical, professional, and businesslike manner, and must comply with all Town policies and procedures. The use of the Town's Electronic Communication System is a privilege which may be revoked by the Town at any time.

3.08.060 Reserved.

3.08.070 Email for Transmission Not Storage; Transfer of Messages to Storage

(a) The Town provides the E-Mail System to employees as a convenient and efficient method of rapidly communicating transitory information in an electronic format. The E-Mail System is specifically intended and designed to be a tool for transmission of information, and not a tool for storage of information. Each employee is expressly forbidden to use email system for permanent storage of Electronic Communications. Each employee should regularly and routinely empty mail inboxes and outboxes by: (1) deleting emails that are not related to official public business and otherwise not considered "Public Records," and (2) by preserving emails that constitute Public Records pursuant to this subchapter.

(b) Each employee shall regularly review and preserve or delete E-Mail in his or her Town email account pursuant to the schedule set forth in this subchapter and the Town's retention schedule.

(c) Since information on the Town's E-Mail System is automatically purged, each employee who sends or receives an email message that can be considered a Public Record shall transfer the message from the Town's E-Mail system to a records storage medium, such as printing a hard copy and storing the copy in a file folder, or moving the E-Mail to an electronic folder within the Town's computer network. Town E-Mails that constitute Public Records must not be permanently stored on individual PCs, individual laptops, or peripheral devices (CDs, DVDs, flash drives).

3.08.080 Duty to Protect the Electronic Communications System

Each employee shall take all reasonable and necessary efforts to prevent unauthorized intruders from accessing the Town's Electronic Communications System and prevent the introduction or spread of computer viruses. Specifically, but without limitation, employees:

- (1) Shall not download any executable file (for example, a file with ".exe" or ____ at the end of its name), program, game, toolbar or utility without permission of the IT Officer;
- (2) Shall not open email from unknown sources with attachments;
- (3) Shall promptly notify the City Manager or IT Officer if the employee believes that his or her computer has been downloaded or received any virus, worm, pornographic images, sexually explicit messages, and sexually explicit graphic, ethnic or racial slurs.

3.08.090 Duty to Protect Confidential Information

(a) Whenever an employee possesses "confidential" information, the employee has an obligation to take all reasonable and necessary steps to protect the confidentiality of the information and minimize the likelihood of inadvertent transmission of the confidential information to unintended recipients. An employee with any questions regarding the implementation of this section should contact his or her supervisor who may then contact the City Attorney's office for legal questions.

(b) An employee shall treat information as "confidential" if there is any reasonable possibility that the information relates to a Town personnel matter such as personal information, financial information, or medical information; if a party claims that it is valuable, proprietary information not generally known to the public; or if it could potentially expose the Town to liability.

(c) An employee with the care and custody of confidential information shall be responsible for determining which other employees (or possibly private attorneys or consultants hired to represent the Town) are authorized recipients of the information. Generally, only people with a "need to know" the confidential information are authorized recipients. employees with any questions as to who is an authorized recipient for confidential information shall contact the City Attorney's office.

(d) An employee shall not communicate confidential information to any person other than an authorized recipient, or forward a confidential E-Mail to any unauthorized recipient.

3.08.100 Prohibited Uses

The following uses of a Town computer are prohibited:

- (1) Installing programs from outside the Town on the Town computer system;
- (2) Copying software programs;
- (3) Copying copyrighted material;
- (4) Using a Town computer for personal purposes, except where such use is occasional, necessary and minimal;

- (5) Use of the computer commercial ventures, religious or political causes, or other non-job-related solicitations;
- (6) Viewing or downloading pornographic images;
- (7) Transmitting or storing sexually explicit messages, cartoons, ethnic or racial slurs;
- (8) Using the Town's information systems in any way that may be disruptive or offensive to others, including, but not limited to, or anything that may be construed as harassment or disparagement of others;
- (9) Disguising or attempting to disguise the origin of an E-Mail, except when authorized by the Chief of Police for a criminal investigation; and
- (10) Accessing another employee's E-Mail unless authorized by: the other employee, the other employee's supervisor, or the City Manager.

3.08.110 Deleting Non-Records and Preserving E-Mails

(a) For E-Mails sent or received by an employee on the Town's Electronic Communications System that do not constitute Public Records, every employee shall delete the E-Mail as soon as the information is no longer required or convenient for the discharge of the employee's duties, and the E-Mail shall be automatically purged by the Town in accordance with the schedule set forth in this subchapter.

(b) All information on the Town's E-Mail System, including unopened email, shall be subject to automatic purging (deletion) by the Town, without any notice to employees, in accordance with the schedule set forth below. The purging schedule shall be as follows:

- (1) Calendar, tasks, and note entries shall be purged after two years.
- (2) All E-Mail messages shall be purged two years after sent or received.

(c) For each E-Mail sent or received on the Town's Electronic Communications System, each employee shall determine whether or not there is information on the E-Mail which constitutes a Public Record or is otherwise required to be retained for the discharge of the employee's official duties for the Town. This determination shall be made using the same criteria which is applied to information sent or received by the employee using any other means of communication. An employee with any question (as to whether a particular category of information is required to be retained) shall consult with their supervisor, and supervisors shall consult with the City Attorney's office. Categories of information which are typically retained by the Town include: (1) any information or records regarding official public business and are thus required by law to be retained; (2) documentation of notice to a member of the public of an action or position taken, or an action or position to be taken, on behalf of the Town; (3) documentation of a Town policy, Town regulation, or official decision made on behalf of the Town; or (4) documentation of the transaction of business between the Town and another party.

(d) If an E-Mail contains information which is required to be retained, the employee can leave the E-Mail in their respective Outlook account (inbox, deleted or other) as it will be

retained for two years consistent with the purging schedule set forth in this subchapter. However, if the employee believes they will need the E-Mail longer than two-years for purposes of on-going Town business, the Employee shall:
transfer the required information from the Town E-Mail to an appropriate public record storage system (such as printing the E-Mail on paper or electronically filing it on the computer in a folder other than the Archives folder) before it is deleted or purged from the Town E-Mail System.

(e) The "Archive" feature of the E-Mail System is not available for use as a record storage system. The "Archive" feature of Microsoft Outlook shall be disabled. An employee shall not manipulate settings in the E-Mail System in an attempt to use the "Archive" feature or in an attempt to bypass the automatic purge cycle set by the Town.

3.08.120 Preservation of Documents for Pending Litigation, Subpoenas, Public Records Act Requests, and Claims Against the Town

Notwithstanding anything to the contrary in this subchapter, each employee shall, upon distribution of a notice of pending litigation from the City Manager or City Attorney, have a duty to preserve and retain Town E-Mails and other outside electronic communications that are relevant to the pending litigation. Such documents shall be transferred to a records storage medium and stored there until conclusion of the litigation.

In addition, the Town periodically receives requests for records under the Public Records Act, as well as subpoenas or court orders for documents and claims filed against the Town under the Government Claims Act. In the event that a records request or subpoena includes Town E-Mails, or an Town E-Mail is related to the subject matter or incident in a claim, Town personnel who have control over or access to any such E-Mails shall use their best efforts, by reasonable means available, to temporarily preserve any such E-Mail until it can be determined whether the E-Mail is subject to preservation, public inspection or disclosure. Town personnel must contact the Town Clerk regarding any such E-Mails that are within their control.

3.08.130 Violations; Duty to Report

(a) Violation of this subchapter is subject to discipline up to and including termination.

(b) Any employee who knows of potential criminal activity involving the use of any Electronic Communication shall immediately report the activity to the employee's supervisor. The supervisor shall immediately report the activity to the Investigative Unit of the Police Department and the Personnel Manager.

ARTICLE 2. SUBCHAPTER 3.11 ADDED.

Subchapter 3.11, "Electronic Communications, the San Jose case, and the Public Records Act" is hereby added to read as follows:

SUBCHAPTER 3.11 – ELECTRONIC COMMUNICATIONS, THE SAN JOSE CASE, AND THE PUBLIC RECORDS ACT

3.11.010 Background and Purpose

The Town of Colma City Council, as the legislative body of the Town of Colma, hereby adopts the following policy regarding the Town of Colma's conduct of business via electronic communications by Councilmembers, employees, and all independent contractors. Specifically, this policy is adopted in light of the City of San Jose case, which held that a city employee's communications related to the conduct of public business do not cease to be public records under the California Public Records Act, simply because they were sent or received using a personal account or personal device.

3.11.020 Definitions

As used in this subchapter, the following definitions apply:

"Town" means the Town of Colma and includes all of the Town's contractors.

"Town official" shall mean any elected official, employee, and select independent contractors of the Town.

"Town business" shall be construed broadly to mean information relating to the conduct of the public's business or communications concerning matters within the subject matter of the Town's jurisdiction, including, but not limited to, pending or potential Town projects, past or prospective Town agenda items, or Town budgets or expenditures involving Town funds. Resolution of the question will involve an examination of several factors, including: (a) the content itself; (b) the context in, or purpose for which, it was written; (c) the audience to whom it was directed; (d) the purpose of the communication; and (e) whether the writing was prepared by a Town official acting or purporting to act within the scope of his or her employment.

"Electronic Communications" includes any and all electronic transmission, and every other means of recording upon any tangible thing in any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Without limiting the nature of the foregoing, "electronic communications" include e-mails, texts, voicemails, and also include communications on or within commercial applications (apps) such as Facebook Messenger, Twitter, WhatsApp, etc.

"Electronic messaging account" means any account that creates, sends, receives or stores electronic communications that is not Town owned or provided.

3.11.030 Policy/Protocols

- (1) Town officials shall not use personal electronic messaging accounts for the creation, transmission or storage of electronic communications regarding Town business.
- (2) All Town officials shall, within 30 days following the adoption of this policy, search all personal electronic messaging accounts to which they have user access and locate any electronic communications that might constitute a "public record", because it

involved "Town business", as set forth above. All such communications shall be forwarded to the Town official's TownE-Mail account. To the extent the Town official believes that any part of such electronic communication contain personal matter not related to the conduct of the public's business, the Town official shall provide a declaration in a form provided by the City Attorney's office and as further discussed throughout this policy.

(3) If a Town official receives an electronic communication regarding Town business on his/her personal electronic messaging account, or circumstances require such person to conduct Town business on a personal electronic messaging account, the Town official shall either: (a) copy ("cc") any communication from a personal electronic messaging account to his/her Town E-Mail account or (b) forward the electronic communication to his/her Town E-Mail account no later than 10 days after the original creation or transmission of the electronic communication.

(4) Town officials shall endeavor to ask persons sending electronic communications regarding Town business to a personal electronic messaging account to instead utilize the Town official's E-Mail account, and likewise shall endeavor to ask a person sending an electronic communication regarding non-Town business to use the Town official's personal electronic messaging account.

(5) Town officials understand that electronic communications regarding Town business that are created, sent, received or stored on a personal electronic messaging account, may be subject to the Public Records Act, even if created, sent, received, or stored on a personal account or personal device.

(6) In the event a Public Records Act request is received by the Town seeking electronic communications from a Town officials personal electronic messaging account, the City Clerk's office shall promptly transmit the request to the applicable Town official(s). The City Clerk shall communicate the scope of the information requested to the applicable Town official, and an estimate of the time within which the Town intends to provide any electronic communications sought by the requesting party.

(7) It shall be the duty of each Town official receiving such a request from the City Clerk's office to promptly conduct a good faith and diligent search of his/her personal electronic messaging accounts for responsive electronic communications. The Town official shall then promptly transmit any responsive electronic communications to the City Clerk. Such transmission shall be provided in sufficient time to enable the City Clerk to adequately review and provide the responsive electronic communications to the requesting party.

(8) In the event a Town official does not possess, or cannot with reasonable diligence recover responsive electronic communications from the Town official's personal electronic messaging account, the Town official shall so notify the City Clerk, by way of a written declaration, signed under penalty of perjury. In addition, a Town official who withholds any personal electronic communication identified as potentially responsive must submit a declaration under penalty of perjury with facts sufficient to show the information is "personal business" and not "public business" under the Public Records Act. The form of the declaration shall be provided by the City Attorney's office.

(9) It shall be the duty of the City Clerk, in consultation with the City Attorney, to determine whether a particular personal electronic communication, or any portion of that electronic communication, is exempt from disclosure. To that end, the responding Town official shall provide the City Clerk with all responsive personal electronic communications, and, if in doubt, shall err on the side of caution and should “over produce”. If a personal electronic communication involved both public business and a personal communication, the responding Town official may redact the personal communication portion of the electronic communication prior to transmitting the electronic communication to the City Clerk. The responding Town official shall provide facts sufficient to show that the information is “personal business” and not “public business” by declaration. In the event a question arises as to whether or not a particular communication, or any portion of it, is a public record or purely a personal communication, the Town official should consult with the City Clerk or the City Attorney. The responding Town official shall be required to sign a declaration, in a form provided by the City Attorney, attesting under penalty of perjury, that a good faith and diligent search was conducted and that any electronic communication, or portion thereof, not provided in response to the Public Records Act request is not Town business.

(10) Town provided AB 1234 (ethics) training should include a discussion of this policy. Such training should include information on how to distinguish between public records and personal records.

(11) Town officials understand that all electronic communications regarding Town business are subject to the Town’s records retention policy, even if those electronic communications are or were created, sent, received or stored on a Town official’s personal electronic messaging account. As such, unless the Town official has cc’d/transmitted electronic communications in accordance with this policy, that Town official must retain all electronic communications regarding Town business, in accordance with the Town’s adopted records retention policy, regardless of whether such electronic communication is originally sent or received on a personal electronic messaging account.

(12) Failure of a Town official to abide by this policy, following its adoption, may result in one or more of the following:

- Disciplinary action, up to and including termination (for employees);
- Censure (for elected officials);
- Revocation of electronic device privileges (including revocation of stipend or reimbursement);
- Judicial enforcement against the Town official directly, by the requesting party; and
- If this policy is adopted by way of ordinance, such penalty as is provided for violation of a Town ordinance.

ARTICLE 3. SEVERABILITY.

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

ARTICLE 4. NOT A CEQA PROJECT.

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

ARTICLE 5. EFFECTIVE DATE.

This resolution shall become effective immediately upon adoption.

Certification of Adoption

I certify that the foregoing Resolution No. 2017-__ was duly adopted at a regular meeting of said City Council held on October 11, 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



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Contract Public Works Director
 VIA: William C. Norton, City Manager
 MEETING DATE: October 11, 2017
 SUBJECT: Road Maintenance and Rehabilitation Account (RMRA) Project List

RECOMMENDATION

Staff recommends the City Council adopt:

RESOLUTION APPROVING ROAD MAINTENANCE AND REHABILITATION ACCOUNT
 (RMRA) PROJECT LIST AND AMENDING GAS TAX APPROPRIATIONS FOR FISCAL YEAR
 2017-2018

EXECUTIVE SUMMARY

New requirements have been imposed by the State as part of new State Gas Taxes which will begin collection on November 1, 2017. In order to receive an allocation of the new Gas Tax revenue, estimated as part of the adopted Budget to be \$8,500 in Fiscal Year 2017-18, a project list must be adopted. Also, the Town is required to demonstrate that the revenue and expenditures are included in the adopted Fiscal Year 2017-18 Budget, including amendments. The funds are proposed to be allocated to the Mission Road Bike/Pedestrian and Safety Improvements to be constructed.

FISCAL IMPACT

A total of \$8,500 in Gas Tax Funds, are proposed to be added to the current appropriation of \$1.375 million appropriation for the Mission Road Bike/Pedestrian Improvements (CIP Project #903).

BACKGROUND

On April 28, 2017, the Governor Signed Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act of 2017. This legislation increased the per gallon fuel exercise taxes (\$0.12 per gallon), as well as increases diesel fuel sales taxes and vehicle registration fees. The use of the new funds also comes with additional reporting requirements and a focus on using the new funds for basic road maintenance,

rehabilitation, and critical safety projects on both the State Highway and local streets and roads system.

Beginning November 1, 2017, the State Controller (Controller) will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). Although the exact amount has not been determined by the Controller, the adopted 2017-18 Budget included an estimated \$8,500 under RMRA funds. This was part of the total \$47,100 estimated Gas Tax Revenue included in the adopted Budget. The Gas Tax expenditures in the adopted Budget included \$25,000 for Street Light and Signal Maintenance and operation, and the remainder was appropriated to Gas Tax Fund reserves.

ANALYSIS

The Town of Colma must submit to the California Transportation Commission (Commission) a list of projects to be funded with RMRA funds. In order to simplify the reporting and administration the proposed Project List consists of adding the RMRA funds to the Mission Road Bike/Pedestrian Improvements (CIP Project #903).

As currently contained in the adopted Budget, the total project cost to complete the design, construction, and project management is estimated at \$1,375,000. It is will be funded from a variety of sources as shown below:

\$525,000 Grant from the Total Livable Communities (TLC) program - One Bay Area Grant 2 (OBAG 2)

\$100,000 is from the Federal Local Streets and Roads (LSR) program One Bay Area Grant 2 (OBAG 2)

\$160,000 from local Measure A funds

\$8,500 from RMRA (SB 1) Transportation Fund #21

\$581,500 from Colma Fund #31 (General CIP- General Funds allocated to Capital Projects)

Although the RMRA Gas Tax Revenue was included in the Adopted Budget, the expenditures were not programmed. Staff wanted to make sure that the financial plan met any new program requirements. Therefore, the City Council is requested to approve an amendment to the Adopted 2017-18 Budget. The amendment will appropriate the \$8,500 as an additional appropriation for the Mission Road Improvements (CIP Project #903). The Town Staff will also be required to provide basic annual RMRA reporting to the Commission.

REASONS FOR THE RECOMMENDED ACTION

The recommended actions are a requirement of the new State program implementing the tracking of expenditures for the Gas Tax increase adopted by the State Legislature. If the action is not taken prior to October 16, 2017 the Town would potentially not receive the new RMRA Gas tax funds.

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 resolution approving Road Maintenance and Rehabilitation Account (RMRA) project list and amending gas tax appropriations for fiscal year 2017-2018.

ATTACHMENTS

- A. Resolution Approving Road Maintenance and Rehabilitation Account (RMRA) Project List and Amending Gas Tax Appropriations for Fiscal Year 2017-18.
- B. RMRA Project List.



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

**RESOLUTION APPROVING ROAD MAINTENANCE AND REHABILITATION ACCOUNT
(RMRA) PROJECT LIST AND AMENDING GAS TAX APPROPRIATIONS FOR FISCAL
YEAR 2017-2018**

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

1. Background

(a) Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide.

(b) SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

(c) The Town must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the Town budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

(d) The RMRA funds estimated to be received by the Town in the adopted Fiscal Year 2017-18 Budget total \$8,500.

(e) The adopted Town Budget did not program the expenditure of the RMRA funds pending the release by the State of the program requirements.

(f) The Fiscal Year 2017-18 adopted Town Budget for Capital Improvement Project #903 Mission Road Bicycle and Pedestrian Improvements is \$1,375,000 funded by CIP General Funds as well as OBAG 2 Grants.

(g) The scope of work for CIP Project #903 includes Complete Streets Elements that improve safety of bicycle and pedestrian facilities, which are Gas Tax / RMRA eligible expenses.

(h) The amendment of the adopted 2017-18 Budget, to include an appropriation of \$8,500 Gas Tax for CIP Project #903, will meet the State Requirement for expenditure of the RMRA funds.

2. Finding/Order

The City Council finds that, based on the information presented, it hereby approves the establishment of the 2017-18 RMRA Project List and an adjustment to the Fiscal Year 2017-2018 Colma Budget. The adjustment shall increase the authorized Gas Tax Fund expenditures by \$8,500 as part of CIP Project #903 – Mission Road Bike/Pedestrian Improvements.

3. RMRA 2017-18 Project List

The City Council hereby adopts the following Road Maintenance and Rehabilitation Account (RMRA) project list for Fiscal Year 2017-18:

Project Description: Implementation of bicycle and pedestrian safety related improvements. 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.

Location: Mission Road between El Camino Real and Lawndale Boulevard.

Scheduled Completion: October 31, 2019 (Design in Fiscal Year 2017/18 with bidding and completion of the improvements in Fiscal Year 2018/19.)

Estimated Useful Life: 20 Years

4. Amendment to Budget

(a) The Fiscal Year 2017-2018 Budget is amended by increasing 21-903-81003 (Gas Tax Fund – Mission Road Bike/Pedestrian Improvements Project- Construction) by \$8,500 as presented in the Staff Report.

(b) The City Manager shall insure that the changes are incorporated in the official Finance and Accounting systems.

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 October 11, 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, Vice Mayor					
Joanne del Rosario					
John Irish Goodwin					
<i>Voting Tally</i>					

Dated _____

Helen Fiscaro, Mayor

Attest: _____

Caitlin Corley, City Clerk

Senate Bill (SB) 1 Proposed Project List Form**Part 1: General Information****Local Streets and Roads Program**

* Agency Name: (Select from dropdown list)

LoCode:

Colma	5264
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* Agency Address:

* City:

* ZIP Code:

1198 El Camin Real	Colma	CA	94014
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* Agency Contact:

* Agency Contact Title:

Brad Donohue	Director of Public Works
--------------	--------------------------

* Agency Contact Phone No.: (i.e. 1234567890)

* Agency Contact Email Address:

(650) 757-8888	brad.donohue@colma.ca.gov
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Funding for Fiscal Year:

FY	17/18
----	-------

* Budget Support Documentation: ?

Please briefly describe the budget support documentation being provided.

A Staff Report specifying the Mission Road Bike/Ped Improvements Project with adopted resolution approving Road Maintenance and Rehabilitation Account (RMRA) Project List.

Average Network PCI:

85

Measurement Date:

(Month)

(Year)

02

2016

Additional Information: ?**Project Flexibility:**

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, the Project Expenditure Report form that is due to the Commission by October 1st each year, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

* Required information

Part 2: Project Information

Local Streets and Roads Program

* Required

Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)		Legislative District(s)		Additional Project Elements (Does the project include element(s) as described in SHC 2030 (c)-(f)?) (Select Y/N from dropdown list)				
				Type (Select from dropdown list)	Explanation (if "Other" is selected, please explain)			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min.	Max.	State Senate	State Assembly	Sustainability ?	Technologies ?	Climate Change ?	Complete Streets Elements ?	Description of Elements
PP01	5264	Mission Road Biker/Pedestrian Improvements	CIP#903	Other	Matching Funds	Reconstruction of the roadway and pedestrian walkways to accommodate compliant accessible sidewalks and class II bicycle lanes in each direction, various ADA accessibility enhancements and upgrades, streetscape improvements integrated with green street infrastructure, street lighting, and high visibility flashing beacon crosswalks.	Mission Road, between El Camino Real and Lawndale Boulevard.	09/2018	10/2019	10	20	11	19	Yes	No	No	Yes	Complete Streets Elements for safety improvements of bicycle and pedestrian facilities including sidewalks, class II bike lanes, curbs, curbs & gutters, street lights and high visibility flashing beacon crosswalks.
PP02	5264																	
PP03	5264																	
PP04	5264																	
PP05	5264																	
PP06	5264																	
PP07	5264																	
PP08	5264																	
PP09	5264																	
PP10	5264																	
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PP47	5264																	
PP48	5264																	
PP49	5264																	
PP50	5264																	

Local Streets and Roads Program

Agency Name:		Agency Contact:
Colma		Brad Donohue
		(650) 757-8888
LoCode:	5264	brad.donohue@colma.ca.gov

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	Mission Road Bike/Pedestrian	Reconstruction of the roadway and pedestrian walkways	Mission Road, between El Camino Real and	09/2018	10/2019	10	20
PP02							
PP03							
PP04							
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							
PP13							
PP14							
PP15							
PP16							
PP17							
PP18							
PP19							
PP20							
PP21							
PP22							
PP23							
PP24							

Local Streets and Roads Program

Agency Name:		Agency Contact:
Colma		Brad Donohue
		(650) 757-8888
LoCode:	5264	brad.donohue@colma.ca.gov

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP25							
PP26							
PP27							
PP28							
PP29							
PP30							
PP31							
PP32							
PP33							
PP34							
PP35							
PP36							
PP37							
PP38							
PP39							
PP40							
PP41							
PP42							
PP43							
PP44							
PP45							
PP46							
PP47							
PP48							

Local Streets and Roads Program

Agency Name:		Agency Contact:	
Colma		Brad Donohue	
		(650) 757-8888	
LoCode:	5264	brad.donohue@colma.ca.gov	

FY
17/18

Summary of Proposed Project List							
Project No.	Project Title	Project Description	Project Location	Estimated Completion Date <small>(mm/dd/yyyy)</small>		Estimated Useful Life <small>(# of yrs)</small>	
				Pre-Construction	Construction	Min.	Max.
PP49							
PP50							





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works, CSG Consultants
Michael Laughlin, City Planner, CSG Consultants

VIA: William C. Norton, Interim City Manager

MEETING DATE: October 11, 2017

SUBJECT: Serramonte Boulevard and Collins Avenue Master Plan

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
DYETT AND BHATIA IN THE AMOUNT OF \$336,518 FOR PREPARATION OF THE
SERRAMONTE BOULEVARD AND COLLINS AVENUE MASTER PLAN

EXECUTIVE SUMMARY

The proposed contract with Dyett and Bhatia is for the preparation of a Master Plan for Serramonte Boulevard and Collins Avenue. The scope of work includes existing conditions mapping, a traffic analysis, an economic analysis, public outreach and the preparation of design alternatives. The final work product is a Master Plan with one alternative that the Town will be able to use to guide future improvements on Serramonte Boulevard and Collins Avenue. Dyett and Bhatia is recommended as the preferred consultant based on their proposal, strong project team, positive references, competitive pricing and their demonstrated proficiency and understanding of the project.

FISCAL IMPACT

The total amount for this contract amendment is \$336,518, which is in the Town's recently-amended CIP. In addition to these costs, there will be staff costs in working with the consultants and managing the project, and also a contingency for unforeseen and extra work if required.

BACKGROUND

Recognizing that the businesses on Serramonte Boulevard and Collins Avenue contribute significantly to the Town's tax base, the City Council, with staff's recommendation, added an item in the CIP for a preparation of a Master Plan to serve as a guide for future improvements. The goal of the Master Plan is to identify improvements that will make Colma's commercial core

more appealing for visitors and shoppers while increasing continued investment in the area. In addition, it is hoped that the improvements will make the area safer for pedestrians and bicyclists.

On April 24, 2017, the Town of Colma released a Request for Proposals (RFP) for the preparation of the Master Plan. The RFP contains a very specific scope of work and includes specific deliverables as well. Three consultants responded to the RFP on May 25, 2017, including: Dyett and Bhatia, Placeworks and WRT. All three firms submitted proposals that satisfied all of the RFP components, so all three consultants were interviewed by a panel consisting of Town Staff and a representative from the dealership community. The panel entered into contract negotiations with Dyett and Bhatia as being the top-ranked consultant.

ANALYSIS

The purpose of the project is to prepare a Master Plan for Serramonte Boulevard and Collins Avenue in accordance with the Town vision, directions from the City Council and Staff, and the concerns of major stakeholders. The study area for the Master Plan will include all of Serramonte Boulevard from Hillside Boulevard to Junipero Serra Boulevard; Junipero Serra Boulevard in the vicinity of the Serramonte Boulevard Intersection; all of Collins Avenue; and El Camino Real between Collins Avenue and Serramonte Boulevard. The Master Plan improvements for both corridors are intended to address the following elements:

- **Economic Development Potential** to support and increase commercial business activities while creating a dynamic and sustainable business district which can respond to the changing market conditions.
- **Land Use and Urban Design** elements that sustain and enhance the function and unique identity of Serramonte Boulevard and Collins Avenue.
- **Streetscape and Traffic Improvements** to provide safe, accessible, attractive, and vibrant corridors with a cohesive design and aesthetic elements.
- **Sustainability** of design alternatives to promote sustainable development and green infrastructure along the corridor.

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

1. Economic Development:

- Analyze the current market situation for auto and retail uses, create projections for future growth and changes, and identify potential development opportunities within the study area.
- Provide strategies on how to respond to changing market conditions as well as evolving needs of the auto industry.
- Analyze the costs and benefits of implementing a comprehensive streetscape improvement plan in the study area and weighs the projected cost of public improvements with anticipated additional investment and added revenue generation to offset improvement costs.

- Prepare a list of financing and funding options which explain how the costs of improvements within the study area can be funded. This should include both public and private funding options.
- Produce a summary of conclusions and recommendations about the nature and feasibility of implementing the Preferred Alternative within the study area.

2. Land Use/ Urban Design

- Prepare urban design guidelines for improvements in the public realm to include public infrastructure and facilities, transportation networks and linkages while considering sustainable design.
- Develop three (3) distinct conceptual alternative plans which clearly show the range, type and extent of uniform and high-quality urban design plans to strengthen the local characteristics of Serramonte Boulevard and Collins Avenue.
- Prepare cost estimate for each alternative.

3. Traffic Study/ Circulation

The Consultant shall become familiar with existing traffic, circulation and access in the study area, and shall provide an analysis of the roadway, parking, bicycle and pedestrian circulation system which incorporates but is not limited to the following components:

- Perform traffic counts for vehicular, pedestrian, bicycle and other modes of traffic and analyze these traffic movements at the major intersections, roadways and turning into and out of adjacent businesses (driveway counts) within the study area during weekday and weekend peak hours.
- Review pedestrian access along the corridors, including identification of recommended improvements to sidewalks, signage, lighting, crosswalks, intersection configuration and other safety factors.
- Review bicycle usage along the corridors and identify appropriate strategies to improve bicycle safety and access.
- Prepare 10-year traffic projections for each intersection.
- Analyze existing levels of service.
- Analyze queuing at major intersections.
- Make recommendations on intersection improvements: Serramonte Boulevard & Junipero Serra Boulevard, Serramonte Boulevard & Collins Avenue, Serramonte Boulevard & El Camino Real, Serramonte Boulevard & Hillside Boulevard and Collins Avenue & El Camino Real.
- Develop recommended strategies to improve traffic circulation, turning movements into businesses, and provide safe and accessible roadway network for the vehicles, pedestrians, bicyclists, motorcyclists and transit users in compliance with Town's Complete Street policies described in the 2014 Circulation Element of the General Plan.
- Evaluate the feasibility of providing a connector between Serramonte Boulevard and Collins Avenue.

- Analyze impact of reducing Serramonte Boulevard into one lane in each direction with a center turn lane.

4. Sustainability Considerations

- Implement sustainability best practices within Master Plan elements and development regulations.
- Develop a “Green Street” concept for the corridors.
- Ensure efficient vehicular circulation and create an accessible multimodal transportation environment.

The proposed scope of work is intended to provide useful information that the Town will be able to utilize in the future. Specifically:

- **Traffic Counts:** The Town’s current traffic information is from 2013, and is becoming less useful over time. The new counts for the study area will be useful for the Town and future environmental review work for years to come. In addition, the traffic information will include valuable driveway counts along the corridor.
- **Survey Information:** The consultants will be preparing a GIS (Geographic Information System) base layer that will include utilities, property lines, topography and other information that can be used to develop construction drawings.

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

- Task 1: Project Management
- Task 2: Project Rollout to the City Council
- Task 3: Community Outreach and Public Participation
- Task 4: Existing Conditions Survey
- Task 5: Pre-Design Project Meeting with Town Staff
- Task 6: Stakeholder Kick-Off Meeting
- Task 7: Preliminary Concept Presentation at Council Meeting
- Task 8: Concept Design Development
- Task 9: Community Meeting
- Task 10: Final Concept Design Selection
- Task 11: Final Master Plan

Dyett and Bhatia has shown proficiency with similar corridor studies, and is currently completing a study for a portion of the El Camino Real in Redwood City. Dyett and Bhatia has assembled a project team that includes:

- **Dyett and Bhatia** – They will serve as project lead. The primary project manager will be Sophie Martin. They will coordinate preparation and assembly of work products and conduct community outreach. They have also worked for the Town on the Colma Land Use and Urban Design Strategy.
- **Callander Associates** – Callander Associates is a well-respected Landscape Architecture firm. They will provide landscape and design support for the project.

- W-Trans – W-Trans will conduct traffic studies and provide existing traffic data. They will also analyze various design scenarios for traffic feasibility.
- BAE Urban Economics – This firm has worked in the Town to provide an economic study. For this project, they will analyze future market conditions and evaluate the costs and benefits in carrying out improvements.
- BKF Engineers – This firm will conduct survey work and assemble existing utility and topography information to prepare an existing conditions base map. They will also be involved in the review of various alternatives to determine construction costs.
- Zeiger Engineers – The scope of services includes an analysis of existing lighting conditions and recommendations for new lighting. Zeiger Engineers will provide this information as part of their involvement in the project.

With all the components in the scope of work, the project is anticipated to take approximately a year to complete. Staff is recommending to the City Council that Dyett and Bhatia, and their consultant team, be hired to prepare the Serramonte Boulevard and Collins Avenue Master Plan. The proposed cost of their services was comparable to costs presented by other project teams.

Council Adopted Values

The recommendation is consistent with the Council value of *responsibility* because it proactively addresses the need to improve Serramonte Boulevard and Collins Avenue in the future.

Sustainability Impact

Future improvements to Serramonte Boulevard and Collins Avenue may have a positive sustainability impact by adding improvements that will encourage pedestrian and bicycle activity.

Alternatives

The City Council could not approve the resolution authorizing the contract with Dyett and Bhatia. Doing so is not recommended, however, because the Town has committed to pursuing this project as part of the CIP.

CONCLUSION

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute the contract with Dyett and Bhatia for the preparation of the Serramonte Boulevard and Collins Avenue Master Plan.

ATTACHMENTS

- A. Resolution
- B. Dyett and Bhatia Professional Services Agreement with attached scope of work, budget and schedule



RESOLUTION NO. 2017-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH DYETT AND BHATIA IN THE AMOUNT OF \$336,518
FOR PREPARATION OF THE SERRAMONTE BOULEVARD AND COLLINS
AVENUE MASTER PLAN**

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

1. Background.

(a) The Town's Capital Improvement Program (CIP), includes a project to prepare a Master Plan for Serramonte Boulevard and Collins Avenue.

(b) On April 24, 2017, the Town released and advertised the availability of a Request for Proposals (RFP) for the preparation of a Serramonte Boulevard and Collins Avenue Master Plan.

(c) On May 25, 2017, the Town received proposals from three qualified consultant teams, including Dyett and Bhatia, Placeworks and WRT.

(d) On June 15, 2017, Town staff and a representative from the auto dealership community interviewed all three candidate teams and selected two consultant teams for further consideration.

(e) After a review of references, proposed scope of work and project budget, Dyett and Bhatia was selected as the number one choice for the project.

(f) On June 29, 2017 staff met with Dyett and Bhatia staff to discuss the project scope and to negotiate the project budget.

(g) After consideration of a revised scope of work and budget, staff selected Dyett and Bhatia as the preferred consultant for the project.

2. Order.

(a) The Agreement between Dyett and Bhatia and the Town of Colma, 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 Agreement on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2017-__ was duly adopted at a regular meeting of said City Council held on October 11, 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

TOWN OF COLMA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as _____, 2017 by and between the Town of Colma, a municipal corporation organized and operating under the laws of the State of California ("Town"), and Dyett & Bhatia, Urban and Regional Planners, a California Corporation with its principal place of business at 755 Sansome Street, Suite 400, San Francisco, CA 94111 (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:

Serramonte Boulevard and Collins Avenue Master Plan
(hereinafter referred to as "the Project").

B. Consultant 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 **\$336,518 [Three Hundred Thirty-Three Thousand Five Hundred Eighteen 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.

c. 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.

d. 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. Additional Insured

The Town of Colma, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. 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).

(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 and agents additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing coverage at least as broad as the ISO forms referenced above.

(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.

c. 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 and agents 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.

d. 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 Worker's 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.

e. 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.

f. 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) 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.

g. Evidence Required

(i) 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 Certificate of Insurance (Acord Form 25-S or equivalent), together with all 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.

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

h. 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. With respect to the Commercial General Liability Policy, the "primary and non-contributory" provision shall be at least as broad as CG 20 01 04 12.

(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 five 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 provide 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.

i. 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.

j. 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.

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

k. 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 coverage at least as broad as the referenced ISO form. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

i. 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 and agents 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") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other reasonable related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to 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 and agents.

ii. Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Town, its officials, officers, employees

and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Town, its officials, officers, employees and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by the Town, its officials, officers, employees and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the Town, its officials, officers, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its officials, officers, employees and agents.

13. California Labor Code Requirements.

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.

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 Sophie Martin, AICP, Principal 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

CONSULTANT:
Dyett & Bhatia, Urban and Regional Planners

1198 El Camino Real
Colma, CA 94014
Attn: William Norton, Interim City Manager
Bill.Norton@colma.ca.gov

755 Sansome Street, Suite 400
San Francisco, CA 94111
Attn: Sophie Martin, AICP, Principal
sophie@dyettandbhatia.com

With Copy To:

Christopher J. Diaz, Town Attorney
c/o Best Best & Krieger LLP
2001 North Main Street, Suite 390
Walnut Creek, CA 94596

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
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**

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

TOWN OF COLMA

**Dyett & Bhatia, Urban and Regional
Planners**

Approved By:

William Norton
Interim City Manager

Signature

Sophie Martin

Name

Approved as to Form:

Principal
Title

Christopher J. Diaz
City Attorney

Date

EXHIBIT A
Scope of Services

DYETT & BHATIA
Serramonte Boulevard and Collins Avenue Master Plan

SCOPE OF WORK

The following describes our proposed scope of work. Responsibilities for each consultant team member are shown after each subtask in parentheses, as follows. “Team” refers to all members of the consultant team.

- **D&B:** Dyett & Bhatia, Project Management, Community Outreach, Urban Design
- **CA:** Callander Associates, Landscape Architecture
- **WT:** W-Trans, Traffic and Transportation Analysis
- **BAE:** BAE Urban Economics, Market Review and Cost-Benefit Analysis
- **BKF:** BKF Engineers, Surveying and Cost Estimating
- **ZE:** Zeiger Engineers, Lighting

TASK 1: PROJECT MANAGEMENT

Objective: Ensure proactive, hands-on project management and coordination throughout the planning process. Establish clear objectives and expectations up front.

- A. **General Project Management (D&B).** D&B will be fully responsible for day-to-day activities that will keep the project on time and budget. Throughout the project, D&B will conduct coordination conference calls with Staff and subconsultants as needed; attend project meetings; provide detailed work plan; monitor project progress, budget and schedule; manage project deliverables in line with the project plan; perform QA/QC; and maintain control of project documents and files.
- B. **Detailed Work Plan and Schedule (D&B).** We will provide a final detailed work plan and project schedule, with interim milestones and deliverables updated periodically to reflect upcoming needs and tasks.
- C. **Meeting Agendas and Summaries (D&B).** We will provide agendas and written meeting summaries for all meetings with Staff and subconsultants, summarizing topics discussed and direction given. Note that D&B will not provide formal meeting “minutes” at public hearings; these are the City’s responsibilities.

<i>Meetings</i>	<i>Products</i>
Working sessions with City staff (Up to 9)	Detailed work plan Project schedule Meeting agendas and summaries

TASK 2: PROJECT KICKOFF

Objective: Orient the consultant team to the study area, ensure clear understanding of staff’s and City Council’s objectives and priorities, and introduce the team and project to the City Council.

- A. **Kickoff with Staff (Team).** D&B and subconsultants will meet with City staff to discuss project

objectives, the scope, schedule, and preliminary understanding of key issues. The team and staff will tour the project area.

- B. **Kickoff with City Council (D&B, CA, WT).** At the kick-off of the project, D&B and subconsultants will meet with the City Council to introduce their professional team members and tentative project schedule. Relevant project experience will be shared. D&B will prepare and present a PowerPoint presentation to the City Council demonstrating their experience in Master Planning with success stories of similar projects.

<i>Meetings</i>	<i>Products</i>
Kickoff with Staff City Council (1)	PowerPoint for City Council

TASK 3: COMMUNITY OUTREACH: VISION AND PRIORITIES

Objective: Prepare and conduct a community outreach process that will allow for the maximum public participation through a variety of strategies. The outreach process will seek to achieve the following: 1) Educate the public about the Master Plan vision and objectives and the results of initial findings including constraints, opportunities and challenges; 2) Provide opportunities for input on projected business and public needs; 3) Solicit feedback once conceptual designs are presented; and 4) Involve the public in the decision-making process.

This task presents public engagement tools to be used at the initial stage of the process. Other outreach methods and activities are described in subsequent tasks, as they would occur chronologically and in conjunction with other technical tasks.

- A. **Flyers, Media Releases, and Collateral Material (D&B).** D&B will prepare a flyer, a postcard, a short press release and/or a limited amount of similar collateral material that staff may use to advertise the project and the opportunities for public engagement. Staff will be responsible for distribution of materials and all meeting notifications.
- B. **Stakeholder Interviews/Focus Groups (D&B, BAE).** D&B will conduct a series of meetings with key stakeholders on the study area corridors, including members, organizations and businesses from the auto row industry and retail sector. We can conduct up to eight sessions (approximately 45-60 minutes each) in a single day, with each session involving two to four individuals, allowing us to efficiently speak to 20-30 people. Alternatively, we can conduct the interviews over two half-day periods. More than eight total sessions will be considered additional work and can be conducted for additional fee. Comments will be summarized in a memorandum. BAE staff will allocate time to participate in up to half of a day of focus group sessions, so that BAE can participate in sessions organized for auto dealers, retailers, and/or other business owner stakeholders, assuming that Town and D&B staff will organize the stakeholder meetings and D&B staff will take the lead in preparing meeting notes. BAE will assist D&B in developing interview/focus group questions for the sessions that will include BAE.
- C. **Online Interactive Survey (D&B, CA).** In place of a community workshop, in order to gain broader input from the community at this stage and to provide an opportunity for residents, employees, and business owners to participate at their convenience, D&B will create an online survey to solicit input on vision and priorities for the study area. The online survey tool is map-based and allows participants to share answers spatially (drawing lines and “dropping pins” on the map, and annotating their responses). Results of the survey would be summarized in a short report. D&B will prepare the survey and analyze results; CA will contribute to drafting the survey questions. Staff will be responsible for

circulating and advertising the survey among local residents and the business community.

Meetings	Products
Stakeholder Interviews (up to 8 sessions, one day or two half-days)	Flyers, media releases and collateral material Outreach materials for all events Stakeholder Interview Summary Memo Online interactive survey Survey report

TASK 4: EXISTING CONDITIONS SURVEY

Objective: Understand existing conditions of the study area and relevant background information, which will provide a basis for determining and evaluating future improvements.

- A. **Review Background Documents (Team).** The team will review background documents pertaining to the study area, including the 2014 Land Use and Urban Design Study, the Economic Development Strategy, the City’s General Plan, zoning regulations, and any other pertinent master plans or guidelines applying to the area.
- B. **Existing Conditions Survey (BKF).** BKF will prepare an existing conditions survey that will map the current physical conditions and boundaries of the study area. This survey information will provide a basis for determining the feasibility and costs of the potential improvements. Street centerline will be surveyed and used for right-of-way locations. BKF will provide compiled rights-of-way and boundaries within the project area based on existing record mapping and official records. Street centerline monuments will be surveyed and used for right of way locations.

An electronic Aerial Map with a 2’ contour interval will be prepared (vertical elevations shall be referenced to NAVD88 datum; horizontal coordinates shall be referenced to the California Coordinate System of 1983 (CCS8).

- C. **Site Reconnaissance / Opportunities & Constraints (CA).** With the base information prepared in the above task in hand visit the site to perform a visual site inspection. The purpose is to assess the existing conditions and identify improvements, opportunities and constraints associated with the proposed transformation of Serramonte Boulevard and Collins Avenue into a vibrant and attractive commercial area. These improvements may include, but are not limited to, utilities and the associated structures (manholes, water valves, boxes, inlets, hydrants, poles, vaults etc.) both above and below ground; curb and gutter and sidewalks; median, pavement striping; ramps and crosswalks; existing trees and vegetation within the planting strips as well as behind the sidewalk on both sides of the street; street lights/signals, public signage, travel/turn lanes and widths, driveways; pedestrian access to adjacent businesses; existing land uses; and any physical features not mentioned above but might affect the project. Photograph site for in house and presentation purposes. Document findings in a site opportunities and constraints plan graphically illustrating potential improvements, or opportunities, and existing conditions, or constraints, that may affect implementation superimposed on the project aerial provided in the above task.
- D. **Existing Conditions Cross Sections (CA).** CA will identify and prepare up to four typical cross sections to illustrate variations in existing conditions along the corridor. Sections shall illustrate overall roadway and sidewalk dimensions, general utility locations, back of sidewalk conditions, etc. and will highlight opportunities and constructions previously identified in above task. Cross sections will be drawn in CAD and color rendered for presentation purposes and utilize existing condition photographs to better illustrate existing conditions.

- E. **Photometric Survey (ZE).** The photometric survey will include light level readings at no less than twenty-five (25) foot intervals along the entire corridors and at a distance of twenty-five (25) feet behind the back of sidewalk.
- F. **Transportation Data Collection (WT).** W-Trans shall conduct traffic counts for vehicular, pedestrian, bicycle and other modes of traffic and analyze these traffic movements at the major intersections, roadways and driveways within the study area during weekday and weekend peak hours. The traffic count will include the following:
- *Intersections.* Vehicle turning movement counts (along with pedestrian and bicycle counts) will be conducted at eight study intersections during the week after (two-hour peak period a.m. and p.m. counts on a weekday, and two-hour peak period a.m. and p.m. peak period counts on a weekend day) as follows:
 1. Target Driveway & Serramonte Blvd
 2. Serramonte Blvd & El Camino Real
 3. Serramonte Blvd & Hillside Blvd
 4. Collins Ave & El Camino Real
 5. Collins Ave & Serramonte Blvd
 6. Serramonte Blvd & Junipero Serra Blvd
 7. Serramonte Blvd & I-280 NB
 8. Serramonte Blvd & I-280 SB
 - *Roadways.* Classification, speed and bi-directional traffic volume machine counts will be conducted at four roadway segments for one week (7 days) at four key locations:
 1. Serramonte Blvd West
 2. Serramonte Blvd East
 3. El Camino Real (SR-82)
 4. Collins Ave
 - *Driveways.* Although there are about 40 driveways along Serramonte Boulevard and Collins Avenue, driveway counts (in/out) will be conducted for adjacent business at six (6) key driveways along Serramonte Boulevard and Collins Avenue. The locations will be confirmed with Town staff but may include Serramonte Ford, Serramonte VW/Subaru, Kohl's, Honda, Acura, and CarMax (i.e., those driveways that have the most traffic during weekday and weekend peak periods). **Additional driveway counts can be conducted and incorporated into the analysis as an optional task.**

No counts will be conducted in inclement weather (rain storms, etc.). If weather prohibits a count for being taken, the count will then be rescheduled at the earliest convenience of W-Trans and the Town. If construction or an accident occurs during a movement count, the count will be re-done at a later date. In general, traffic counts will not occur on holidays, Mondays or Fridays, unless specifically approved by the Town. Counts will not occur within 36 hours before or after any major weekend holiday or extended weekend formed by a Federal, State or local holiday, unless specifically requested. Generally, traffic counts will be conducted typical conditions when local schools are in session.

All data collected will be reviewed by the Town before accepting the final package. A hard copy of the traffic count report will be prepared that includes the following information: location/identification number; road number, direction and lane; weather condition; operator name; and date. The report will be accompanied by the collected data in electronic format on a USB Flash Drive.

G. **Transportation Field Reconnaissance (WT).** At the same time transportation data is collected, W-Trans will conduct field reconnaissance visits to observe and evaluate the following:

- Review the existing traffic conditions including roadway, bicycle and pedestrian components of the transportation system
- Review pedestrian access along the corridors
- Review bicycle usage along the corridors

H. **Transportation Data Analysis (WT).** Once data is collected and accepted by the Town, W-Trans will perform the following sub-tasks:

- Analyze existing intersection levels of service (LOS), based on the 2000 Highway Capacity Manual (HCM) methodologies.
- Prepare 10-year traffic projections for each intersection, based on C/CAG travel forecast model growth rate projections, and then analyze intersections LOS
- Analyze queuing for existing and future year conditions at major intersections, based on the 95% queue from the 2000 HCM analysis.

To aid in the analysis, W-Trans will create a Synchro traffic impact model to enter transportation data including volumes, geometry, and traffic signal timing.

I. **Preliminary Transportation Improvement Recommendations (WT).** Based on the transportation data, field reconnaissance, and analysis, W-Trans will formulate preliminary recommendations intended to inform the development of the design concept alternatives. This will include:

- Make recommendations on pedestrian improvements including identification of recommended improvements to sidewalks, signage, lighting, crosswalks, intersection configuration and other safety factors.
- Make recommendations on bicycle facility improvements including identification of appropriate strategies to improve bicycle safety and access.
- Make recommendations on intersection improvements at five key intersections:
 1. Serramonte Boulevard & El Camino Real
 2. Serramonte Boulevard & Hillside Boulevard
 3. Collins Avenue & El Camino Real
 4. Collins Avenue & Serramonte Boulevard
 5. Serramonte Boulevard & Junipero Serra Boulevard
- Develop recommended strategies to improve traffic circulation, turning movements into businesses, and provide safe and accessible roadway network for the vehicles, pedestrians, bicyclists, motorcyclists and transit users in compliance with Town's Complete Street policies described in the 2014 Circulation Element of the General Plan.

- Evaluate the feasibility of providing a connector between Serramonte Boulevard and Collins Avenue.
 - Analyze impact of reducing Serramonte Boulevard into one lane in each direction with a center turn lane. Delays and service level changes will be tested using the Synchro model.
- J. **Traffic Study/Circulation Report (WT).** Using the data and analysis developed in the tasks above, W-Trans will prepare a traffic study for the Study Area as per the scope of work described in Exhibit 2, “Traffic Count Requirements,” of the RFP. The memo will be revised following one round of consolidated staff comments.
- K. **Land Use and Urban Design Memo (D&B).** D&B will review the 2014 Town of Colma Land Use and Urban Design Study and consider the impact of implementation of the land uses and design strategies in the plan within the study area, particularly the Town Center opportunity site at the southwest corner of Serramonte Boulevard and El Camino Real. We will review current zoning regulations and identify obstacles that inhibit economic investment and business expansion and suggest preliminary recommendations for new zoning regulatory strategies aimed at improving the public realm, based on this review and on the community outreach results from Task 3. Findings will be summarized in a short memorandum. The memo will be revised following one round of consolidated staff comments.
- L. **Existing Market Conditions Memo (BAE).** BAE will review, comment and/or expand the analysis as needed in the Town’s existing Economic Development Plan in 2012 as it pertains to the study area. This will include collecting limited data to analyze current retail sales volumes within the study area (current retail sales data for the study area to be provided by Town staff), as sales volumes have likely changed significantly since the 2012 study due to the continuing economic recovery. BAE will discuss changes in retail sales levels since the 2012 study and implications for the current project. BAE will also integrate input from the business stakeholder sessions from Task 3, in developing preliminary strategies on how to respond to changing market conditions as well as evolving needs of the auto industry will be provided. The memo will be revised following one round of consolidated staff comments.

<i>Meetings</i>	<i>Products</i>
	One reproducible hard copy (24" x 36") and one electronic file (pdf and AutoCAD Civil 3D (2013) drawings of the existing conditions survey Electronic aerial map Opportunities and Constraints Plan Existing Condition Cross Sections (4) Photometric study Rights-of-Way and Boundaries Traffic study/Circulation Report (includes all traffic data collection described) Land Use and Urban Design Memo Existing Market Conditions Memo

TASK 5: PRE-DESIGN

Objective: Present results of existing conditions research and preliminary recommendations to staff at a working session. Refine options and concepts amongst the team before presenting to the public.

- A. **Preliminary Recommendations Memo and PowerPoint Presentation (D&B, CA, WT).** Based on the findings of the existing conditions research, site survey, and initial community outreach, preliminary concepts, options, and recommendations will be summarized in a short memorandum and PowerPoint presentation.
- B. **Pre-Design Project Meeting (D&B, CA, WT).** D&B, CA, and WT will attend a pre-design project meeting with Town staff and present the preliminary concepts, options, and recommendations. At this stage, the “preliminary concepts” will be illustrated using images from other built projects to show possibilities. Consultant team members and Town staff will have an opportunity to discuss the findings and recommend types of improvements to be carried forward for further review by the community and City Council.

<i>Meetings</i>	<i>Products</i>
Pre-Design Project Meeting with Staff	Preliminary Recommendations Memo PowerPoint for Staff Meeting Agenda and Summary Notes

TASK 6: PRELIMINARY OPTIONS FOR STAKEHOLDER REVIEW

Objective: Present preliminary options and concepts to key stakeholders for review and comment. Rather than seeking consensus on a preferred direction, the purpose of this meeting will be to narrow down the options to develop next in greater detail.

- A. **Presentation to Stakeholders (D&B, CA).** Based on the discussions from the Pre-Design Meeting, we will prepare a PowerPoint presentation showing the existing conditions, issues and potential types of improvements to Serramonte Boulevard and Collins Avenue and present it at a stakeholder meeting. The presentation shall include Preliminary Design ideas which are partially developed sketch quality plans and cross sections with just enough details to convey ideas. A total of four plan-view vignettes at 1”=20’ scale and four cross sections (two for each corridor) will be prepared by CA at this time. The plan-view vignettes will each illustrate a short segment of the corridor; the entire length of the corridors will not be illustrated at this time. Sample streetscape improvements or aesthetic elements from other locations with comparable developments will be included into the presentation to help stakeholder visualize the possible outcomes, with image boards provided by CA. The Town will prepare a noticing list and schedule the meeting at the Town’s Community Center. Stakeholders will have an opportunity to offer their comments on the types of improvements that they feel would be most beneficial within the study area. Rather than arriving at a preferred design concept, the objective of this meeting will be to narrow down the options that appeal to stakeholders, which will then be presented to City Council and more fully developed in the subsequent tasks. Some improvements to be considered include, but are not limited to:

- Wider sidewalks;
- Mid-block high-visibility crosswalks;
- Decorative paving and retaining walls;
- Horizontal and vertical alignment adjustments;
- Uniform landscaping;
- Place to unload car carriers;
- Uniform decorative street lighting;

- Auto Row gateway signage/banners;
- Lighting improvements;
- Pedestrian improvements; and
- Bicycle improvements.

Stakeholders’ suggestions will be incorporated into the development of conceptual alternatives that will be presented to them at a future meeting.

<i>Meetings</i>	<i>Products</i>
Presentation to Stakeholders	PowerPoint for Stakeholders Meeting Agenda, Summary Notes, and compiled comments from meeting

TASK 7: PRELIMINARY OPTIONS FOR CITY COUNCIL REVIEW

Objective: Share preliminary concepts and stakeholders’ preferred options with City Council before the three alternatives are developed in more detail.

- A. **Presentation to City Council (D&B, CA).** Following the stakeholder meeting, we will compile feedback from the Stakeholder meeting and work with Town Staff on developing preliminary alternatives that best address the input received. Note that these alternatives will be refinements of the the options presented to stakeholders—with minor changes made to reflect stakeholder feedback—and not brand new concepts. This information will then be presented to the City Council. Examples of a few positive streetscape design improvements or elements from other locations with comparable developments will be included to help Council members and the public visualize the possible outcomes. Council members will have an opportunity to provide their observations on the existing conditions, stakeholder input received and to make recommendations on the types of improvements and opportunities that they feel would be most beneficial to the Study Area. D&B will lead preparation of materials and attend and present at the meeting; CA will assist with minor refinements to alternatives but will not attend the meeting.

<i>Meetings</i>	<i>Products</i>
City Council Study Session (1)	PowerPoint for City Council (refined from Stakeholder presentation) Meeting Agenda, Summary Notes, and compiled comments from meeting

TASK 8: CONCEPT DESIGN DEVELOPMENT

Objective: Develop three Design Concept Plans that illustrate options for the Study Area that reflect the input of the stakeholders, the City Council, and the public at large.

- A. **Design Concept Plans (CA, D&B, WT, BKF, ZE).** Based on input from stakeholders and the Council member, the team will prepare three Design Concept Plans and conduct feasibility review of the concepts with respect to the physical layout, cross-sectional width, consistency with typical design standards and guidelines and the best practice of design, implementation priorities and construction costs. The concepts will be illustrated using plan-view vignettes (maximum of four at 1”=20’ scale,

showing excerpts of the corridors, but not their entire lengths) and corresponding representative sections. At least one concept will show all the improvements to be implemented within the existing right of way; the additional two concepts shall be developed in consultation with Town Staff. The design concepts will also include recommendations on the reconfiguration of the three-legged intersection of Serramonte Boulevard-Junipero Serra Boulevard-Collins Avenue. Each concept will include material and plant palette examples presented in a color letter sized booklet. The booklet and the design concepts that it presents will be revised following one round of consolidated staff comments. Items that all concepts will consider are:

- Wider sidewalks without obstructions;
- ADA compliance;
- Vertical and horizontal realignment opportunities;
- At least one mid-block crosswalk;
- Uniform street lighting or other lighting concepts to create a more pleasing night-time aesthetic which evens out existing light levels;
- Potential right-of-way or easement acquisition areas;
- Uniform landscaping along the corridor that accommodates stormwater practices;
- Possible use of decorative retaining walls to create wider sidewalks and landscaping opportunities;
- Driveway conforms for all driveways
- Class 2 or Class 3 bike lane feasibility; and
- Thematic elements and signage.

D&B, CA, and WT will collaborate on developing the three concept plans. In addition, individual team members' specific responsibilities are as follows:

- **D&B** will prepare recommended urban design guidelines for each concept, prepare the perspective renderings, and produce the presentation booklet. If land use changes are to be contemplated at this stage, D&B will provide recommendations that complement the transportation and public realm improvements.
 - **CA** will provide design standards for improvements to the public realm, as well as material and plant palettes, and evaluation of green infrastructure concepts. CA will also prepare the plan and section views of each Design Concept.
 - **WT** will recommend intersection designs and driveway conforms, and evaluate bicycle facility feasibility.
 - **BKF** will provide cost estimations, with assistance from CA.
 - **ZE** will provide street lighting recommendations and/or other lighting concepts.
- B. **Preliminary Cost-Benefit Analyses (BAE).** Based on the construction cost estimates, urban design and land use plans, and other information provided in the Design Concepts, BAE will develop preliminary cost-benefit analyses of the Design Concepts. These may help inform the public and decision-makers regarding which Concept(s) to carry forward. BAE will structure the quantitative portion of this analysis to identify the percentage increase in annual taxable sales from the current baseline established in Task 4 that would be necessary for the Town to achieve a 10-year payback of its investment in each alternative. Then, BAE will provide qualitative discussion of the likelihood that the Town would realize

the taxable sales increases due to implementation of each alternative Design Concept necessary to achieve a 10-year payback. Considerations will include differences in the alternative Design Concepts and their respective potentials to stimulate sales increases relative to their costs, in addition to whether the alternatives would require marginal gains in taxable sales in order to meet their payback targets or whether the necessary gains would require taxable sales increases that are orders of magnitude greater than current levels.

<i>Meetings</i>	<i>Products</i>
	Three Design Concept Plans, including a representative vignettes in 1"-20' scale and corresponding representative sections Cost estimations (3) Design Concept Booklet Preliminary Cost-Benefit Analyses

TASK 9: COMMUNITY MEETING

Objective: Share the Design Concepts with the community at large and receive input on preferences.

- A. **Community Workshop (D&B, CA).** D&B and CA will present the three Concept Design Plans prepared as part of Task 8 at a community meeting with stakeholders and interested residents at the Town's Community Center. D&B will be available to respond to the questions and comments from the public during or after the meeting. D&B will collect, organize and present the inputs received from the public to Town staff. Town staff will be responsible for scheduling and hosting the workshop and all notification. Input from the workshop will be summarized in a short report.

<i>Meetings</i>	<i>Products</i>
Community Workshop (1)	PowerPoint presentation of Design Concepts for workshop Agenda, workshop materials, meeting summary, and compilation of comments

TASK 10: FINAL CONCEPT DESIGN SELECTION

Objective: Receive direction from the City Council on a preferred concept or concepts to carry forward into the final master plan.

- A. **City Council Meeting on Design Selection (D&B, CA).** Following the community meeting, D&B will present to the City Council the most preferable two (2) concept design plans with the input from the community meeting. If elements of all three concepts have traction, all three will still be presented (unchanged) supplemented with commentary describing the public's input. At this stage, only very minor refinements will have been made to the previously-drawn alternatives presented to the community; new alternatives will not be developed. CA will make minor adjustments to the previously drawn alternatives but will not attend the meeting. One design concept will be selected by the City Council as a preferred alternative. The selection may also include a hybrid of more than one design concepts where elements of multiple designs are requested.

<i>Meetings</i>	<i>Products</i>
City Council Meeting (1)	PowerPoint presentation of Design Concepts for meeting Agenda, workshop materials, meeting summary, and compilation of comments

TASK 11: FINAL MASTER PLAN

Objective: Prepare the final Master Plan based on comments and refinements from the City Council and the public at large, including economic feasibility, revised plans and drawings, cost estimations, and an implementation plan.

A. **Economic Feasibility Assessment (BAE, with BKF and CA input).** To support the final Master Plan, BAE will prepare a brief economic feasibility assessment for the final preferred design concept. The assessment will include:

- Estimated project costs and recommended phasing (BKF, CA)
- Final cost-benefit analysis (analyzing the costs and benefits of implementing the comprehensive streetscape improvement plan in the study area and weighing the projected cost of public improvements with anticipated additional investment and added revenue generation to offset improvement costs). This will be a modification of the Task 8 alternatives evaluation to reflect the preferred design concept. (BAE)
- Brief outline of recommended implementation strategies and potential financing and funding options, both public and private (BAE)
- A brief summary of conclusions and recommendations about the nature and feasibility of implementing the Preferred Alternative within the study area, including opportunities for public/private partnerships (BAE)

The assessment will be revised and finalized following one round of consolidated staff comments.

B. **Administrative Draft Master Plan (D&B, team support).** We will prepare an administrative draft of the final Master Plan, which will include the following components:

- Summary of process and public involvement (D&B)
- Summary of research and analysis (D&B)
- Cohesive urban design strategy for Serramonte and Collins, establishing image and identity (D&B)
- Finalized preferred design concept, displayed in plan view at 1"= 20' scale as well as with representative sections (CA) and up to two "pedestrian perspective" renderings (D&B)
- Design standards and guidelines (D&B)
- Green infrastructure and sustainability targets and strategies (D&B, CA)
- Final plant and materials palette (CA)
- Final recommended mobility and circulation improvements (WT)
- Cost estimations (BKF, CA)
- Lighting strategy recommendations (ZE)

- Implementation plan for achieving the goals and strategies identified by the study, with the priorities and timeframe; short term (1-2 years), midterm (2-5 years) and long term (5-10 years)
- C. **Public Review Draft Plan (D&B, team support).** Following no more than two rounds of consolidated staff comments on the administrative draft (one comprehensive revision and one screen-check), we will produce the Public Review Draft Master Plan for presentation to the City Council.
- D. **City Council Meeting on Final Master Plan (D&B).** D&B will present the final feasibility report and Master Plan to the City Council for review and approval.
- E. **Final Master Plan (D&B).** Following the City Council meeting, D&B will make any final edits to the Master Plan to reflect Council direction, and produce 10 final hard copies.

<i>Meetings</i>	<i>Products</i>
City Council Meeting (1)	PowerPoint presentation for City Council Economic feasibility assessment Administrative Draft Master Plan Public Review Draft Master Plan (10 hard copies and one electronic copy) Final Master Plan (10 hard copies and one electronic copy)

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.

DYETT & BHATIA
Serramonte Boulevard and Collins Avenue Master Plan

Fee

The worksheets on the following pages show detailed hours and budget by task for all team members. Two tables are shown: one for hours and one for fee. The guaranteed maximum fee for the base Scope of Work (without optional tasks or optional data collection) is **\$336,518**. This fee includes all personnel labor, overhead costs, and direct costs, and delivery of products identified in the Scope of Work. Direct costs and subcontractor costs are billed with no administrative markup or handling fee.

One optional item is also identified, which would add the following fees to the budget above:

- Additional traffic counts, covering all driveways, and associated data analysis: \$25,000

This fee is a guaranteed maximum and will not be exceeded provided there are no changes to the Scope of Work identified in Section IV. Total hours and fee by personnel and by task are in the tables on the following pages.

We have budgeted for all of the tasks with a level of effort that we believe is necessary to meet the project objectives. We are willing to work with the Town to reallocate our budget/efforts, and/or negotiate fees for additional tasks, to better serve the Town's needs.

Assumptions

Our budget is based on the following assumptions:

1. **Meeting Attendance.** The guaranteed maximum fee provides for all meetings specified in the Scope of Work. The costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee.
2. **Direct Costs.** Direct costs (which are included in the budget) include printing, mailing, travel costs and related expenses. All direct costs are billed at no mark-up. Mileage is billed at the IRS-permitted maximum.
3. **Consolidated Comments and Direction.** Town staff will provide a single set of consolidated comments on the review drafts of all documents. Unless otherwise specified in the Scope of Work, each product will be finalized following one round of staff review; additional iterations and reviews will be considered additional service.
4. **Deliverables.** We will provide digital files of documents in Word and Adobe PDF formats. Any product requiring a high level of layout/graphic design will be done in Adobe InDesign. All graphs, illustrations, and tables shall be prepared so that black and white copies will be readable; all maps will be prepared in color. Our budget includes providing the City with 10 printed copies of the Public Review Draft Master Plan, 10 copies of the Adopted Master Plan, as well as electronic copies of each, as specified in the RFP.

Any additional copies will be considered an additional expense. Interim products (with the exception of workshop materials) will be provided electronically only.

5. **Reallocation by Task and/or Consultant.** Dyett & Bhatia reserves the right to reallocate budget by task or between consultant team members provided the overall project budget is not affected.
6. **Increased Costs Due to Delay.** Should the project extend for more than 36 months due to no fault of Consultant, the budget for remaining work would be adjusted to account for change in costs/billing rates (based on change in San Francisco-Oakland-San Jose CPI).

Colma Serramonte Boulevard Master Plan
BUDGET BY TASK (Revised 7/17/17)

Hourly Rate	Task 1 Project Management	Task 2 Project Kickoff	Task 3 Community Outreach	Task 4 Existing Conditions	Task 5 Pre-Design	Task 6 Preliminary Options for Stakeholders	Task 7 Preliminary Options for Council	Task 8 Concept Design Development	Task 9 Community Meeting	Task 10 Final Concept Design	Task 11 Final Master Plan	TOTAL
	Dyett & Bhatia											
\$200	Principal & Project Manager	\$1,200	\$4,400	\$1,600	\$3,200	\$2,000	\$2,000	\$4,400	\$2,400	\$2,000	\$4,800	\$40,000
145	Senior Associate	0	0	870	290	290	290	580	0	0	2,320	9,860
130	Associate	0	520	1,040	0	0	0	0	0	0	2,600	5,160
115	Planner II	0	1,840	0	0	330	0	1,150	0	0	2,760	5,980
100	Planner I/Urban Designer	2,000	6,000	2,500	1,800	1,400	1,400	9,000	2,400	1,200	10,000	38,700
115	GIS Specialist	0	460	920	0	0	0	690	460	0	920	3,450
90	Graphic Designer	0	0	180	180	180	0	360	540	0	1,800	3,960
80	Project Associate	0	320	160	160	160	160	320	320	160	640	2,160
	Direct Costs - Travel, Mailing, Printing	50	100	50	50	50	50	100	100	50	150	2,010
	Sub-Total	\$14,000	\$14,540	\$7,090	\$5,680	\$4,510	\$3,900	\$22,910	\$6,220	\$3,420	\$27,340	\$111,660
	Callender Associates											
\$190	Principal	\$570	\$380	\$1,520	\$1,520	\$3,040	\$380	\$2,280	\$1,140	\$760	\$2,850	\$15,880
138	Project Manager 2	828	0	3,312	1,380	3,312	276	4,968	1,104	552	7,452	24,012
117	Designer I	0	234	4,680	702	4,680	1,404	8,424	1,404	1,872	10,764	34,164
105	Project Administration	0	0	0	0	210	105	420	105	0	210	1,050
0	Direct Costs	100	100	550	150	550	100	880	200	200	1,100	3,830
	Sub-Total	\$1,398	\$2,068	\$10,062	\$3,752	\$11,792	\$2,265	\$16,972	\$3,953	\$3,384	\$22,376	\$76,636
	W. Trans											
\$235	Mark Spencer, PM	\$0	\$0	\$4,700	\$0	\$0	\$0	\$1,410	\$1,410	\$470	\$0	\$8,930
\$245	Steve Weinberger, PIC	\$0	\$0	\$3,920	\$1,470	\$0	\$0	\$3,920	\$0	\$490	\$0	\$9,800
\$130	Project Eng.	\$0	\$0	\$7,800	\$0	\$0	\$0	\$2,080	\$0	\$1,040	\$0	\$10,920
100	Tech/Admin.	\$0	\$0	\$9,200	\$0	\$0	\$0	\$0	\$0	\$800	\$0	\$11,600
	Direct Costs, Traffic Counts	100	100	13,250	100	100	200	200	100	100	13,750	\$55,000
	Sub-Total	\$0	\$1,040	\$38,870	\$1,570	\$0	\$0	\$9,210	\$1,510	\$2,800	\$0	\$55,000
	BAE Urban Economics											
\$300	Principal	\$0	\$600	\$2,400	\$0	\$0	\$0	\$1,800	\$0	\$0	\$2,400	\$8,100
\$200	Vice President	0	1,600	3,200	0	0	0	3,200	0	0	3,200	12,000
\$135	Associate	0	1,620	1,620	0	0	0	0	0	0	0	1,620
95	Analyst	0	0	760	0	0	0	760	0	0	0	1,520
	Direct Cost	75	75	250	0	0	0	0	0	0	0	400
	Sub-Total	\$0	\$1,175	\$8,230	\$0	\$0	\$0	\$5,760	\$0	\$0	\$5,600	\$23,640
	BKF Engineers											
\$190	Project Manager	\$760	\$0	\$1,520	\$0	\$0	\$0	\$4,560	\$0	\$0	\$1,520	\$8,360
\$142	Engineer I	0	0	5,680	0	0	0	1,136	0	0	568	\$7,384
\$142	Surveyor II	0	0	2,772	0	0	0	0	0	0	0	\$2,772
\$270	2-Person Field Crew	0	0	19,440	0	0	0	0	0	0	0	\$19,440
	Direct Cost	0	0	21,500	0	0	0	0	0	0	0	\$21,500
	Sub-Total	\$0	\$760	\$50,412	\$0	\$0	\$0	\$5,696	\$0	\$0	\$2,088	\$59,956
	Zeigler Engineers											
\$240	Principal	\$0	\$960	\$960	\$0	\$480	\$240	\$480	\$0	\$960	\$480	\$4,560
\$178	Project Engineer	0	0	712	0	534	0	712	0	0	0	1,958
\$156	Engineer	0	0	0	0	0	0	0	0	0	0	0
124	CAD designer	0	0	1,488	0	0	0	0	0	620	0	2,108
	Direct Cost	0	0	0	0	0	0	0	0	0	0	\$0
	Sub-Total	\$0	\$960	\$3,160	\$0	\$1,014	\$240	\$1,192	\$0	\$1,580	\$480	\$6,626
	TOTAL FEE	\$15,398	\$17,429	\$67,412	\$11,002	\$17,316	\$6,405	\$56,044	\$11,683	\$11,184	\$55,796	\$336,518

Direct costs in the project budget include reimbursable expenses, including but not limited to: air or auto travel, hotel, parking, car rental, meals during out-of-town travel, printing, mailing, and other similar expenses.

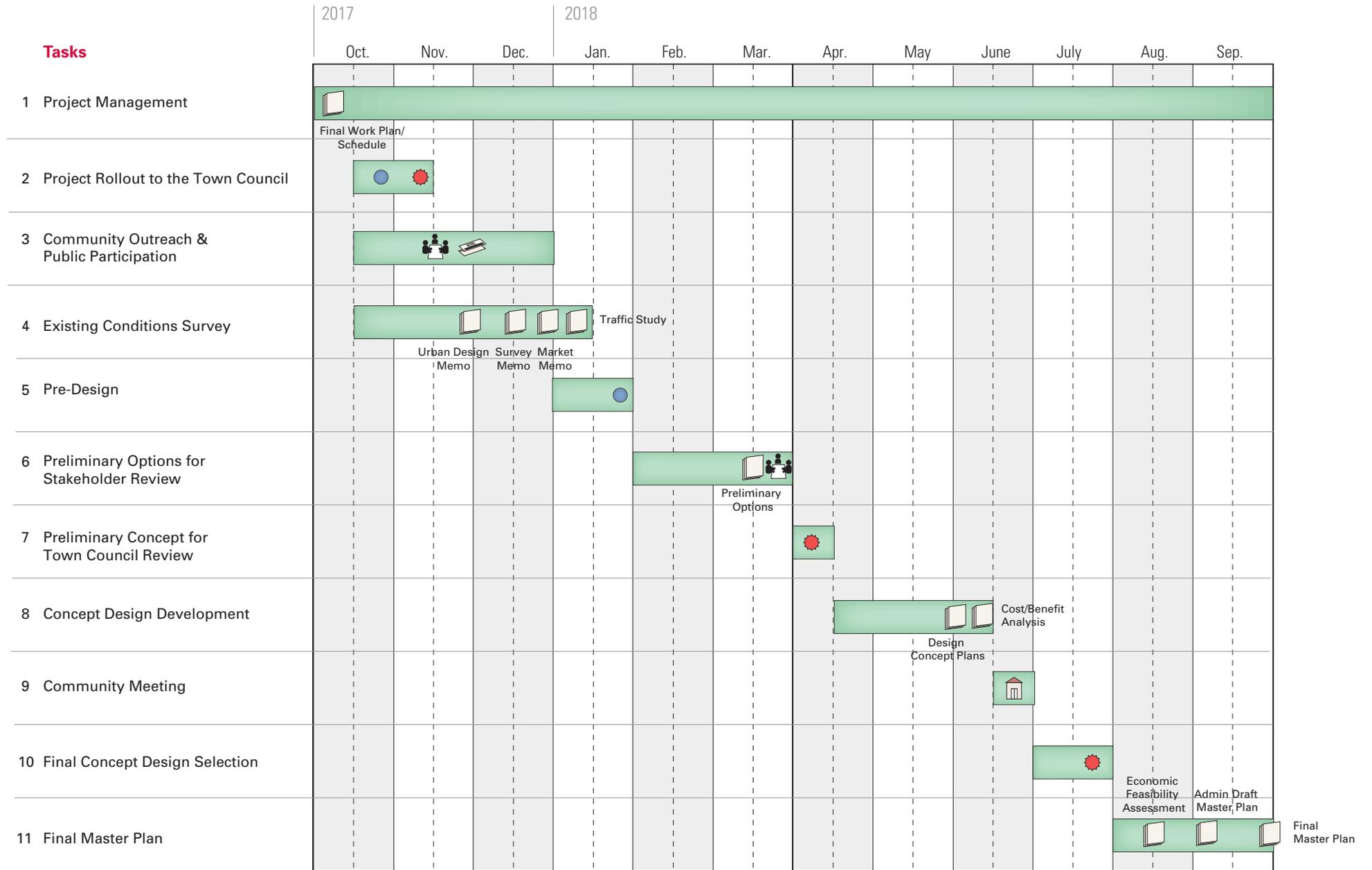
Hourly rates may be adjusted during the course of the contract, but the total amount shall not change.

Additional services beyond those identified in the scope of work will be provided at the market billing rates of the firm at the time the additional services are requested.

EXHIBIT C
Activity Schedule

Schedule

Town of Colma Serramonte Boulevard and Collins Avenue Master Plan







STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Kirk Stratton, Chief of Police
 VIA: William C. Norton, Interim City Manager
 MEETING DATE: October 11, 2017
 SUBJECT: Reserve Police Officer Program

RECOMMENDATION

No recommendation at this time. Staff seeks City Council and resident feedback on implementing a Reserve Police Officer Program. No council action will take place at this time; however, staff seeks comments, questions, and feedback during the study session. The information will then be used to craft recommendations for a Reserve Police Officer Program at a later meeting. Potential benefits of a Reserve Police Officer Program include:

- Parking enforcement
- Traffic details
- Assisting patrol with calls for service
- Transportation
- Community events

EXECUTIVE SUMMARY

Reserve officers assist the Patrol Division by enforcing laws and in maintaining peace and order within the community. Assignments may vary; however, generally they will be assigned in patrol and may be assigned to other areas as needed.

A Reserve Police Officer is required to meet the same criteria as a regular fulltime police officer and must complete a POST approved police academy and complete a Field Training Program. Reserve officers are required to work (16) sixteen hours per month and must complete 24 hours of continuous professional training every two years in order to keep their POST certification.

Reserve officers are considered at-will employees and may receive an hourly rate of pay. Reserve officers must meet and pass the same pre-employment procedures as regular police officers and are supervised by a Reserve Coordinator who normally holds the rank of a Sergeant. A manageable reserve officer program may consist of 1-4 reserve officers.

FISCAL IMPACT

The startup cost for one reserve officer for training and equipment is approximately \$28,150.

- Uniforms and safety equipment = \$1,500
- 484 hours of field training at \$50 per hour = \$24,200
- The cost for (4) four reserve officers would be approximately \$112,600.

After the initial startup costs, the annual costs would be determined based on the (16) hours required per month per reserve officer, mandatory POST training, court time and additional work hours as needed.

- 16 hours per month = \$800
- (4) four reserves per month at 16 hours each = \$3,200

Potential revenues generated by reserve officer parking and traffic enforcement can help offset expenditures created by implementing the Reserve Police Officer Program.

BACKGROUND

The Colma Police Department utilized a Reserve Police Officer program until 2007. The program was dissolved during the recession and has not been re-implemented since then. The reserve program has many benefits to include: augmenting the Patrol Division, assisting with parking and traffic enforcement, community events and covering shifts as needed. Establishing a reserve program is also beneficial when there are police officer job openings. Reserve officers have already been vetted out by completing an extensive background check, psychological exam, medical exam and completion of the Field Training Program. Hiring from a list of qualified candidates saves time and money.

ANALYSIS

Throughout the past year the Colma Police Department has experienced an increase in calls for service, including a 7% increase in larceny, or theft. A theft arrest may require a subject to be transported and booked into the San Mateo County jail in Redwood City. In this case, a Reserve Police Officer could assist by transporting the subject without depleting resources.

Due to recent changes to the Parking Code and Municipal Codes, enhanced enforcement will be required. Reserve officers would assist in parking enforcement to help establish consistency in enforcement efforts.

The Reserve Police Officer Program is managed by a Colma Police Sergeant who is responsible for assignments, scheduling, maintaining and ensuring performance evaluations are completed and monitoring the overall Reserve Program. The Field Training Program is managed by a Colma Police Sergeant who assures that the reserve officer completes the 484 hours of training and is competent to work as a solo reserve officer, or a Level I Reserve.

A reserve officer is an at will employee who does not receive the same benefits as fulltime regular employees. A reserve officer may receive an hourly rate of pay for time worked and is

on call as needed. Reserve officers are required to work a minimum of 16 hours per month and shall receive POST mandated training.

Several North County police departments have reserve programs. Some reserves are voluntary while others are paid. The hourly rate of pay is between \$30-\$52 per hour.

Council Adopted Values

Implementing a Reserve Police Officer Program will assist the Patrol Division with many duties including enhanced traffic and parking enforcement, and is consistent with the Council's value of *Responsibility* because Council is considering the negative impacts of increased crime and parking issues in the community, and with the Council's value of *Vision* because implementing a Reserve Police Officer Program can be an innovative way to enhance police department staffing and quality of life for our residents and businesses.

CONCLUSION

Information received from the discussion will assist staff to bring back a recommendation to City Council in the near future.

