



**AGENDA  
REGULAR MEETING**

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

**Wednesday, April 10, 2019  
7:00 PM**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

**ADOPTION OF AGENDA**

**PRESENTATION**

- Peninsula Council of Lions Clubs Police and Fire Award Winner Sergeant Dawn Marchetti
- Recognition of Recreation Manager Cynthia Morquecho

**PUBLIC COMMENTS**

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

**CONSENT CALENDAR**

1. Motion to Accept the Minutes from the March 27, 2019 Regular Meeting.
2. Motion to Accept Report of Check Paid for March 2019.
3. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the First Quarter of 2019.
4. Motion to Adopt a Resolution to Accept Work Performed by VAS Security, DBA Edgeworth Integration, LLC, for the Town's Access Control System Project and Authorize the Director of Public Works to File a Notice of Completion with the County Recorder's Office and Make the Final Payment to Edgeworth Integration, LLC in Accordance with State Prompt Payment Laws.
5. Motion to Adopt a Resolution Adopting Road Maintenance and Rehabilitation Account (RMRA) Project List For Fiscal Year 2019-2020 Funded by SB 1: the Road Repair and Accountability Act of 2017.
6. Motion to Adopt a Resolution Approving and Authorizing the City Manager to Execute an Agreement With Fehr & Peers in the Amount of \$199,108.09 for the El Camino Real Bicycle and Pedestrian Improvement Plan.
7. Motion to Adopt a Resolution Increasing Salaries for Recreation Leader Positions, and Increasing Salaries for Facility Attendant Positions.

## **NEW BUSINESS**

### **8. APPROVAL OF MEMORANDUMS OF UNDERSTANDING AND COST OF LIVING INCREASES**

- a. *Consider:* Motion to Adopt a Resolution Approving Memorandum of Understanding Between the Town of Colma and the Colma Peace Officers Association for the Period of April 7, 2019 to June 30, 2022.
- b. *Consider:* Motion to Adopt a Resolution Approving Memorandum of Understanding Between the Town of Colma and the Colma Police Communication/Records Association for the Period of April 7, 2019 to June 30, 2022.
- c. *Consider:* Motion to Adopt a Resolution Approving Cost of Living Salary Increases for Certain Unrepresented Employees and Modifying the Town's Salary Schedule.
- d. *Consider:* Motion to Adopt a Resolution Amending Subchapter 3.02 and 3.06 of the Colma Administrative Code, Relating to Retention Pay and Sick Leave.

## **STUDY SESSION**

### **9. GREEN INFRASTRUCTURE**

### **10. FY 2019-20 BUDGET**

*These items are 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, 1198 El Camino Real, Colma, CA during normal business hours (Mon – Fri 8am-5pm). Persons interested in obtaining an agenda via e-mail should call Caitlin Corley at 650-997-8300 or email a request to [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov).

### Reasonable Accommodation

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

**MINUTES  
REGULAR MEETING**

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

**Wednesday, March 27, 2019**

**CLOSED SESSION – 6:00 PM**

**REGULAR SESSION – 7:00 PM**

**CLOSED SESSION – 6:00 PM**

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

Agency Negotiators:	Brian Dossey, City Manager Pak Lin, Administrative Services Director Austris Rungis, IEDA
Employee Organizations:	Colma Peace Officers Association and Colma Communications/Records Association
Unrepresented Employees:	All

**CALL TO ORDER – 7:00 PM**

Mayor Joanne F. del Rosario called the meeting back to order at 7:09 p.m.

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

Staff Present – City Manager Brian Dossey, City Attorney Christopher Diaz, Police Chief Kirk Stratton, Administrative Services Director Pak Lin, Director of Public Works Brad Donohue, City Planner Michael Laughlin, City Clerk Caitlin Corley and Assistant Planner Brandon DeLucas were in attendance.

**REPORT FROM CLOSED SESSION**

Mayor del Rosario announced that no action had been taken at the closed session and that Council would reconvene in closed session following the regular session.

**ADOPTION OF THE AGENDA**

Mayor del Rosario 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 Colvin moved to adopt the agenda; the motion was seconded by Vice Mayor Goodwin and carried by the following vote:

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

## PRESENTATIONS

- City Planner Michael Laughlin introduced new Assistant Planner Brandon DeLucas.
- Mayor del Rosario presented a proclamation in honor of Women’s History Month.
- Mayor del Rosario announced that Colma would participate in the National Mayor's Challenge For Water Conservation from April 1-30, 2019. To participate, residents enter the name Colma at [www.mywaterpledge.com](http://www.mywaterpledge.com) and make a series of pledges to conserve water and energy. Cities with the highest percentage of residents who take the challenge in their population category are deemed the winner. Participants are entered to win an array of environmentally positive prizes. In addition, residents who submit proof that they took the pledge will be given a chance to win two tickets to the Town Holiday Party.

## PUBLIC COMMENTS

Mayor del Rosario opened the public comment period at 7:18 p.m. and seeing no one come forward to speak, she closed the public comment period.

## CONSENT CALENDAR

2. Motion to Accept the Minutes from the March 13, 2019 Regular Meeting.
3. Motion to Adopt an Ordinance Adding Section 6.01.78, Regarding Parking Space Markings/"One Space/One Vehicle," to the Colma Municipal Code (second reading).

**Action:** Council Member Gonzalez moved to approve the Consent Calendar items #2 and 3; 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	
Joanne F. del Rosario, Mayor	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
	5	0			

## NEW BUSINESS

### 4. MINOR HOME REPAIR GRANT PROGRAM REPEAL

City Attorney Christopher Diaz presented the staff report. Mayor del Rosario opened the public hearing at 7:21 p.m. and seeing no one come forward to speak, she closed the public comment period.

**Action:** Council Member Fiscaro made a motion to Adopt a Resolution Repealing Colma Administrative Code Subchapter 1.06, Relating to the Minor Home Repair Grant Program; the motion was seconded by Vice Mayor Goodwin and carried by the following vote:

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

## 5. **BROWN ACT UPDATE – PUBLIC MEETINGS/MEETING MANAGEMENT**

City Attorney Christopher Diaz presented the staff report. Mayor del Rosario opened the public hearing at 7:38 p.m. and seeing no one come forward to speak, she closed the public comment period.

**Action:** Vice Mayor Goodwin made a motion to acknowledge that Council has Received a Brown Act Update Presentation on New or Trending Legal Issues Regarding Public Meetings/Meeting Management; the motion was seconded by Council Member Gonzalez and carried by the following vote:

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

## **COUNCIL CALENDARING**

The next Regular Meeting will be on Wednesday, April 10 2019 and Wednesday, April 24, 2019 at 7:00PM in the Town Hall Council Chamber.

## **REPORTS**

### Mayor Joanne F. del Rosario

- Chamber Crab Feed, 3/21/19

### Vice Mayor John Goodwin

- HEART Member Agency Committee Meeting – 3/21/19

### Council Member Helen Fiscaro

- Chamber Crab Feed, 3/21/19

### Council Member Raquel Gonzalez

- Skyline President's Breakfast, 3/21/19
- Chamber Crab Feed, 3/21/19

City Manager Brian Dossey gave a report on the following topics:

- Council Photos will be taken at 5:30 p.m. before the Regular Meeting on April 10, 2019.
- A German documentary crew will be in Town from April 1 though 10, interviewing residents and business owners.

- The Police held a very successful Youth Outreach event on March 25, 2019, with approximately 20 teens from Colma and surrounding neighborhoods.
- Mercy Housing will be hosting a tree-planting event on June 19, 2019.
- Supervisor David Canepa is hosting a District 5 Community Fair on March 30, 2019.

**ADJOURNMENT**

Mayor del Rosario adjourned the regular session at 7:45 p.m. in memory of Colma resident Gary Kearns. Council returned to closed session. The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Caitlin Corley  
City Clerk

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49537	3/1/2019	00068	03012019 B	3/1/2019	COLMA PEACE OFFICERS: P/	600.21	600.21
49538	3/1/2019	01164	03012019 B	3/1/2019	STATE - WAGE GARNISHMEN	450.00	450.00
49539	3/1/2019	01340	03012019 B	3/1/2019	FLEX 125 PLAN: PAYMENT	658.84	658.84
49540	3/1/2019	01375	03012019 B	3/1/2019	NATIONWIDE: PAYMENT	4,850.00	
			03012019 M	3/1/2019	NATIONWIDE: PAYMENT	700.00	5,550.00
49541	3/1/2019	02377	03012019 B	3/1/2019	WAGE GARNISHMENT: PAYM	871.38	871.38
49542	3/1/2019	02944	03012019 B	3/1/2019	PORAC: PAYMENT	18.00	18.00
49543	3/1/2019	02945	03012019 B	3/1/2019	PORAC LDF: PAYMENT	167.40	167.40
93882	3/1/2019	00521	03012019 M	3/1/2019	FEDERAL TAX: PAYMENT	911.88	911.88
93883	3/1/2019	01360	03012019 M	3/1/2019	ICMA CONTRIBUTION: PAYME	464.42	464.42
93884	3/1/2019	00631	03012019 M	3/1/2019	PERS MISC NON-TAX: PAYME	630.29	630.29
93885	3/1/2019	00282	03012019 M	3/1/2019	MARCH 2019 ACTIVE PREMIL	7,348.84	7,348.84
93886	3/1/2019	00130	03012019 B	3/1/2019	CALIFORNIA STATE TAX: PAY	11,204.65	11,204.65
93887	3/1/2019	01340	03012019 B	3/1/2019	COMMUTER PLAN: PAYMENT	47.00	47.00
93888	3/1/2019	00521	03012019 B	3/1/2019	FEDERAL TAX: PAYMENT	53,953.57	53,953.57
93889	3/1/2019	00282	03012019 B	3/1/2019	MARCH 2019 ACTIVE PREMIL	63,896.08	63,896.08
93890	3/1/2019	00631	03012019 B	3/1/2019	PERS - BUYBACK: PAYMENT	40,751.46	40,751.46
93891	3/1/2019	01360	03012019 B	3/1/2019	ICMA CONTRIBUTION: PAYME	4,217.97	4,217.97

Sub total for TRI COUNTIES BANK:

191,741.99

17 checks in this report.

Grand Total All Checks:

191,741.99



## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49544	3/5/2019	00051	CALIFORNIA WATER SERVICE6544607057	2/15/2019	6544607057 S.W. CORNER HI	122.14	122.14
49545	3/5/2019	00254	METRO MOBILE COMMUNICA190321	3/1/2019	MAINTENANCE CONTRACT	602.00	602.00
49546	3/5/2019	00280	OFFICE DEPOT, INC.	2/14/2019	PAPER TOWELS, RECYCLED	136.38	
				2/6/2019	BINDING COMBS, PAPER, PE	105.72	
				2/7/2019	COFFEE SUPPLIES	96.87	338.97
49547	3/5/2019	00307	PACIFIC GAS & ELECTRIC	2/25/2019	PG&E	2,692.49	
				2/20/2019	PG&E	84.67	2,777.16
49548	3/5/2019	00433	GRAINGER INC	2/26/2019	ELEC PED PESTAL HEATER	110.84	
				2/26/2019	CFL BALLAST ELECTRONIC	35.08	145.92
49549	3/5/2019	01037	COMCAST CABLE	02/25-03/24 Intei	8155 20 022 0097051 Internet	298.33	
				2/20/2019	8155 20 022 0097028 427 F ST	298.33	
				2/17/2019	8155 20 022 0002770 1520 HIL	10.75	607.41
49550	3/5/2019	01340	NAVIA BENEFIT SOLUTIONS	10183518	SECTION 125 PARTICIPANT &	75.00	75.00
49551	3/5/2019	01370	VERIZON WIRELESS SERVICE	19824232815	CELL PHONE SERVICE	1,558.04	1,558.04
49552	3/5/2019	01687	UNITED SITE SERVICES OF	114-8099509	STANDARD AND REGULAR SI	149.37	149.37
49553	3/5/2019	02144	DOMINIC A. DE LUCCA DBA D	February 2019	TAE KWON DO	900.00	900.00
49554	3/5/2019	02182	DALY CITY KUMON CENTER	Jan 2019	TUTORING	5,845.00	5,845.00
49555	3/5/2019	02294	CRISTANDO HOUSE, INC.	03/19/19 Wellne:	MAR 19, 2019 M. KENDRICK V	100.00	100.00
49556	3/5/2019	02468	ULINE, INC.	105860688	3 BOXES 3M8210PLUS DUST	106.90	106.90
49557	3/5/2019	02583	CRIME SCENE CLEANERS, IN	69993	CLEAN & DISINFECT, REMOV	175.00	
				67050	CAR #6 CLEAN & DISINFECT	70.00	245.00
49558	3/5/2019	02793	DITO'S MOTORS	19590	OIL & FILTER CHANGE	137.89	137.89
49559	3/5/2019	02849	U.S. BANK PARS ACCOUNT, 6	March 2019 OPE	OPEB CONTRIBUTION	141,560.00	141,560.00
49560	3/5/2019	03061	NORTH BAY PETROLEUM	2019753	PW GAS PURCHASES	348.55	348.55
49561	3/5/2019	03113	AIRGAS USA, LLC	9085705041	ORANGE & LIME SAFETY VES	298.19	298.19
49562	3/5/2019	03157	NEW ALPHA TWO	12315	TOW	285.00	285.00
49563	3/5/2019	03200	IBEX ENTERPRISES, RESOUF	29552	BOND FOR ADDITIONAL SER'	874.00	874.00
49564	3/5/2019	03224	DECORATIVE PLANT SERVICE	10012367	2019 Maintenance Guaranteed,	157.31	157.31
49565	3/5/2019	03247	D & M TRAFFIC SERVICES, IN	63165	JACK STAND W/TELESPAR, C	869.58	869.58
201903	3/5/2019	00282	CALIFORNIA PUBLIC EMPLOY	1000000155876;	MEDICAL INSURANCE	5,041.40	5,041.40
<b>Sub total for TRI COUNTIES BANK:</b>						<b>163,144.83</b>	

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03/04/2019 1:34:50PM

Final Check List  
Town of Colma

Page: 2

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23 checks in this report.

Grand Total All Checks: 163,144.83

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49566	3/12/2019	00013	Feb 2019	2/28/2019	SERVICE	48.94	48.94
49567	3/12/2019	00051	Feb 2019	2/27/2019	ANDY'S WHEELS & TIRES CALIFORNIA WATER SERVICE Feb 27, 2019	2,755.68	2,755.68
49568	3/12/2019	00057	Feb 2019	3/7/2019	CLEANNING SERVICE	1,282.94	1,282.94
49569	3/12/2019	00181	22468	3/7/2019	OUTSIDE & INSIDE MATS AT	288.84	1,571.78
49570	3/12/2019	00309	13435	3/1/2019	LABOR RELATIONS CONSULT	1,419.00	1,419.00
49571	3/12/2019	00500	Feb 2019	1/31/2019	01/23/2019 FLORAL ARRANGE	54.38	54.38
49572	3/12/2019	00623	Feb 2019	3/4/2019	ALLOCATION OF PARKING PE	1,841.70	1,841.70
49573	3/12/2019	00812	FY 2019/2020	2/28/2019	UNIFORM SERVICE	412.00	412.00
49574	3/12/2019	00830	1623036076	3/6/2019	FY 2019/2020 ANNUAL MEMBI	100.00	100.00
49575	3/12/2019	00928	480176056	2/25/2019	DEC 28, 2018 - FEB 15, 2019 I	1,231.06	1,231.06
49576	3/12/2019	01030	1901189	2/28/2019	PAPER TOWELS, TURKISH T	304.49	304.49
			1901143	2/20/2019	MONTHLY SERVICE CONTRA	5,622.00	
			March 2019	2/20/2019	JAN 2019 HOURS IN EXCESS	2,316.25	7,938.25
49577	3/12/2019	01037	COMCAST CABLE	2/26/2019	8155 20 022 0094769 TOWN C	13,511.59	
			03/02/19-04/01/1	2/27/2019	8155 20 022 0097069 INTERNI	293.33	13,804.92
49578	3/12/2019	01164	STATE OF CALIFORNIA, FRAN	3/12/2019	CA PERSONAL INCOME TAX	222.50	222.50
49579	3/12/2019	01430	LSA ASSOCIATES, INC.	2/25/2019	JAN 2019 PROFESSIONAL SE	8,465.81	8,465.81
49580	3/12/2019	01680	NBS GOVERNMENT FINANCE	2/28/2019	USER FEE CONSULTING SER	102.50	102.50
49581	3/12/2019	02082	VINCE'S OFFICE SUPPLY, INC	2/28/2019	OFFICE SUPPLIES	649.21	649.21
49582	3/12/2019	02128	CA LAW ENFORCEMENT ASS	3/6/2019	03/20/19 TRAINING & MEETIN	25.00	25.00
49583	3/12/2019	02182	DAILY CITY KUMON CENTER	3/7/2019	TUTORING	6,450.00	6,450.00
49584	3/12/2019	02190	GOGAN, REA	3/7/2019	03/07/19 MILEAGE AND COLO	55.37	55.37
49585	3/12/2019	02216	RAMOS OIL CO. INC.	3/7/2019	PD GASOLINE PURCHASES 1	1,383.48	
			602222	2/20/2019	PD GASOLINE PURCHASES 1	1,351.96	
			600745	2/10/2019	PD GASOLINE PURCHASES 2	1,120.81	
			603671	2/28/2019	RECREATION GASOLINE PUF	39.03	3,895.28
			601207	2/10/2019	491 C ST: REMOVE AND REPI	4,958.00	
49586	3/12/2019	02606	F. FERRANDO & CO.	2/27/2019	CLARK AVE. & C ST: REMOVE	4,906.00	
			42703	2/27/2019	490 D ST: REMOVE AND REPI	4,435.00	14,299.00
			42701	2/27/2019	COOKING CLASSES	667.50	667.50
			42702	2/27/2019	03/20/19 SPRING LUNCH/TRA	76.00	76.00
49587	3/12/2019	02623	BLOEBAUM, CYNTHIA	3/7/2019	INTERNET ACCESS 128070	719.34	719.34
49588	3/12/2019	02700	FBINAA CA SF	3/6/2019	FIRE & BURGLAR PANIC ALAI	45.00	45.00
49589	3/12/2019	02743	UTILITY TELEPHONE, INC	3/1/2019	RIMS INTERNET W/SSF	400.00	400.00
49590	3/12/2019	02787	AECO SYSTEMS, INC.	3/1/2019			
49591	3/12/2019	02799	WAVE	2/23/2019			

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49592	3/12/2019	02863	67940	1/31/2019	JAN 2019 MISSION ROAD BIC	6,327.17	6,327.17
49593	3/12/2019	02909	03/01/19	Reimbt 3/7/2019	03/01/19 SHARKS GAME PARI	25.00	25.00
49594	3/12/2019	03015	02/22/19	Morque 2/22/2019	CREDIT CARD CHARGE	4,440.71	
			02/22/19	Gogan 2/22/2019	CREDIT CARD CHARGE	2,992.99	
			02/22/19	Dossey 2/22/2019	CREDIT CARD CHARGE	2,013.48	
			02/22/19	Tapia 2/22/2019	CREDIT CARD CHARGE	1,720.20	
			02/22/19	Strattor 2/22/2016	CREDIT CARD CHARGE	725.00	
			02/22/19	Pfotenl 2/22/2016	CREDIT CARD CHARGE	561.03	
			02/22/19	Gotelli 2/22/2019	CREDIT CARD CHARGE	352.05	
			02/22/19	Lum 2/22/2016	CREDIT CARD CHARGE	38.03	
49595	3/12/2019	03125	1474	3/7/2019	03/07/19 INNER PERSPECTIV	521.75	12,843.49
49596	3/12/2019	03155	2001477.003	3/1/2019	03.01.19 REFUND SANTA CLA	10.00	521.75
49597	3/12/2019	03208	AAA BUSINESS SUPPLIES & II2063998-0	3/7/2019	2PKT BLUE PORTFOLIO, CRE	26.92	10.00
			2063998-1	3/8/2019	CREAMER, DAIRY, HALF&HAI	7.24	34.16
49598	3/12/2019	03216	COMMUNITY PLAYGROUNDS 10944	2/28/2019	FEB 2019 FINAL BILLING STE	34,046.95	34,046.95
49599	3/12/2019	03248	V. FONTANA AND CO. 2019-033	2/5/2019	STERLING PARK GRANITE SI	2,100.00	2,100.00

Sub total for TRI COUNTIES BANK: 123,463.23

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34 checks in this report.

Grand Total All Checks: 123,463.23

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49600	3/12/2019	00038	BROADMOOR LUMBER & PLYFeb 2019	2/28/2019	PW PURCHASES	83.08	83.08
49601	3/12/2019	00174	HOME DEPOT CREDIT SERVIJan 30-Feb 26, 2	2/27/2019	PW SUPPLY PURCHASES	1,310.95	1,310.95
49602	3/12/2019	00307	PACIFIC GAS & ELECTRIC 0567147369-1	3/1/2019	0567147369-1 JSB S/O SERRA	183.97	183.97
49603	3/12/2019	02118	BAY AREA NEWS GROUP 0001181581	2/28/2019	FEB 16-22, 2019 MASTER FEE	128.62	128.62
49604	3/12/2019	02742	WOO, CASSANDRA Jan 8-11, 2019 F	3/11/2019	JAN 8-11, 2019 CSMFO REIME	947.71	947.71
49605	3/12/2019	02827	CORODATA SHREDDING, INC.RS3055079	2/28/2019	STORAGE, PICKUP/DELIVER	64.82	64.82
49606	3/12/2019	03015	U.S. BANK CORPORATE PMT 02/22/19	Abellan 2/22/2019	CREDIT CARD PURCHASE	3,318.74	
			02/22/19 Corley	2/22/2019	CREDIT CARD PURCHASE	719.52	
			02/22/19 De Leo	2/22/2019	CREDIT CARD PURCHASE	190.40	
<b>Sub total for TRI COUNTIES BANK:</b>							<b>6,947.81</b>

7 checks in this report.

Grand Total All Checks:

6,947.81

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49607	3/15/2019	00047	C.L.E.A.	3/15/2019	CLEA: PAYMENT	245.00	245.00
49608	3/15/2019	00068	COLMA PEACE OFFICER'S	3/15/2019	COLMA PEACE OFFICERS: P/	600.21	600.21
49609	3/15/2019	01164	STATE OF CALIFORNIA, FRAN	3/15/2019	STATE - WAGE GARNISHMEN	450.00	450.00
49610	3/15/2019	01340	NAVIA BENEFIT SOLUTIONS	3/15/2019	FLEX 125 PLAN: PAYMENT	658.84	658.84
49611	3/15/2019	01375	NATIONWIDE RETIREMENT S	3/15/2019	NATIONWIDE: PAYMENT	4,850.00	4,850.00
49612	3/15/2019	02224	STANDARD INSURANCE COM	3/15/2019	LIFE INSURANCE: PAYMENT	481.50	481.50
49613	3/15/2019	02377	CALIFORNIA STATE DISBURS	3/15/2019	WAGE GARNISHMENT: PAYM	871.38	871.38
93893	3/15/2019	00130	EMPLOYMENT DEVELOPMEN	3/15/2019	CALIFORNIA STATE TAX: PAY	10,824.61	10,824.61
93894	3/15/2019	00521	UNITED STATES TREASURY	3/15/2019	FEDERAL TAX: PAYMENT	52,750.21	52,750.21
93895	3/15/2019	00631	P.E.R.S.	3/15/2019	PERS - BUYBACK: PAYMENT	40,859.49	40,859.49
93896	3/15/2019	01360	VANTAGE TRANSFER AGENT	3/15/2019	ICMA CONTRIBUTION: PAYME	4,217.96	4,217.96
<b>Sub total for TRI COUNTIES BANK:</b>						<b>116,809.20</b>	



11 checks in this report.

Grand Total All Checks:

116,809.20

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49614	3/19/2019	00003	A. S. F. ELECTRIC	2/28/2019	FURNISH & INSTALL NEW WI	1,500.00	1,500.00
49615	3/19/2019	00020	ASSOCIATED SERVICES INC	3/1/2019	RENTAL	69.00	78.00
49616	3/19/2019	00099	D.C. LOCK & SECURITY SERV	3/1/2019	Spring Water 5 Gal	9.00	352.75
49617	3/19/2019	00112	DEPARTMENT OF JUSTICE	3/11/2019	2 S/S DEADBOLT W/F KEY 61:	352.75	542.00
49618	3/19/2019	00211	KELLY-MOORE PAINTS	3/4/2019	PD ACCOUNT #140503	542.00	62.95
49619	3/19/2019	00345	SMC SHERIFF'S OFFICE	2/28/2019	PAINT AND SUPPLIES	62.95	125.00
49620	3/19/2019	00388	SONITROL	04.30.19-05.03.19 J. ALVARAD	MONTHLY MONITORING	125.00	1,073.81
49621	3/19/2019	00412	TELECOMMUNICATIONS ENG	3/10/2019	Facilities Mgmt & Maintenance	1,073.81	1,328.00
49622	3/19/2019	00414	TERMINEX INTERNATIONAL	3/13/2019	PEST CONTROL	1,328.00	205.00
49623	3/19/2019	00534	SMC INFORMATION SERVICE	11/30/2018	601 F St.	66.00	337.00
49624	3/19/2019	01367	DUO DANCE ACADEMY	3/13/2019	601 F St.	66.00	778.08
49625	3/19/2019	01565	BAY CONTRACT MAINTENAN	3/8/2019	MICRO CHANNEL & LINES	778.08	520.00
49626	3/19/2019	01569	DARLING INGREDIENTS INC.,	3/11/2019	DANCE CLASSES	520.00	10,663.93
49627	3/19/2019	01808	THIRD DEGREE COMMUNICA	3/10/2019	JANITORIAL SERVICES	10,663.93	102.71
49628	3/19/2019	02155	HUB INTERNATIONAL OF CA	3/5/2019	TRAP SERVICE	102.71	225.00
49629	3/19/2019	02179	FRANK AND GROSSMAN LANI	3/12/2019	04.17.19 CRITICAL INCIDENT	225.00	672.21
49630	3/19/2019	02274	SUN RIDGE SYSTEMS, INC.	2/28/2019	PARTS	672.21	390.30
49631	3/19/2019	02443	GE CAPITAL INFORMATION	3/12/2019	INSURANCE EVENTS	390.30	9,820.00
49632	3/19/2019	02499	STARVISTA	3/1/2019	LANDSCAPE MAINTENANCE	9,820.00	16,801.00
49633	3/19/2019	02566	DYETT & BHATIA, URBAN AN	3/8/2019	10.01.18-09.30.19 RIMS ANNU	16,801.00	808.92
49634	3/19/2019	02676	DITO'S MOTORS	3/1/2019	PD COPY MACHINE RENTAL	808.92	601.18
49635	3/19/2019	02793	FLEX ADVANTAGE	2/27/2019	REC COPY MACHINE RENTAL	601.18	2,500.00
49636	3/19/2019	03034	NORTH BAY PETROLEUM	10/31/2018	FY 2018-2019 COUNCIL APPR	2,500.00	15,312.22
49637	3/19/2019	03061	AIRGAS USA, LLC	3/4/2019	SERRAMONTE BLVD & COLLI	15,312.22	24.00
49638	3/19/2019	03113	WATERLOGIC AMERICAS LLC	3/11/2019	REPLACE BATTERY	24.00	170.00
49639	3/19/2019	03204	WATERLOGIC AMERICAS LLC	2/28/2019	FLEX PROCESSING FEES	170.00	80.78
				2/28/2019	PW GAS PURCHASES	80.78	198.80
				2/28/2019	SAFETY VESTS, LARGE, 4 EA	198.80	199.48
				3/7/2019	SERVICE AGREEMENT 42726	199.48	65,268.12
<b>Sub total for TRI COUNTIES BANK:</b>							

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26 checks in this report.

Grand Total All Checks:

65,268.12

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49640	3/19/2019	00307	3007220528-6	3/11/2019	3007220528-6 1199 EL CAMIN	2,698.70	2,698.70
49641	3/19/2019	00364	CLO5682	2/28/2019	LAB FEES	1,120.00	1,120.00
49642	3/19/2019	01037	03/11-04/10 601	3/7/2019	8155 20 022 0096715 601 F ST	118.33	118.33
49643	3/19/2019	01312	MOSS RUBBER AND EQPMT (CA94-944766	3/5/2019	RAIN JACKETS, HI-VIZ YELLC	231.61	231.61
49644	3/19/2019	01414	VERANO HOMEOWNERS ASS4	4/1/2019	VERANO OWNERS ASSOCIAT	320.00	320.00
49645	3/19/2019	02787	AECO SYSTEMS, INC.	3/12/2019	SERVICE FOR INTERMITTEN	540.00	540.00
49646	3/19/2019	03034	FLEX ADVANTAGE	3/18/2019	HEALTH REIMBURSEMENT A	46,344.13	46,344.13

Sub total for TRI COUNTIES BANK: 51,372.77

7 checks in this report.

Grand Total All Checks:

51,372.77

03/25/2019 10:58:16AM

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49647	3/26/2019	00004	AT&T	3/13/2019	C3-A/B-12-10-TS-01	1,539.25	1,539.25
49648	3/26/2019	00071	CSG CONSULTANTS, INC.	01/26/19-02/22/1	CSG	100,180.52	100,180.52
49649	3/26/2019	00112	DEPARTMENT OF JUSTICE	3/4/2019	HR ACCOUNT #145931	49.00	49.00
49650	3/26/2019	00117	DELTA DENTAL OF CALIFORNIA	4/1/2019	DENTAL INSURANCE	13,174.00	13,174.00
49651	3/26/2019	00280	OFFICE DEPOT, INC.	3/5/2019	30% RECYCLED PAPER, 20 LI	109.34	
				3/11/2019	OFFICE SUPPLIES	101.56	
				3/11/2019	OFFICE SUPPLIES	46.71	
				3/5/2019	RECYCLED PAPER REFUND I	-48.34	
49652	3/26/2019	00307	PACIFIC GAS & ELECTRIC	3/12/2019	PG&E	9,879.10	209.27
49653	3/26/2019	00388	SONITROL	3/12/2019	SYSTEM FD3321A TAXABLE S	1,565.92	
				3/12/2019	FB3321A 1520 HILLSIDE ONE	1,420.89	
				3/12/2019	MARCH - APRIL 2019 SYSTEM	60.00	
				3/12/2019	MONTHLY MONITORING	49.07	
49654	3/26/2019	00464	HINDERLITER, DE LLAMAS	3/15/2019	SALES TAX SERVICES	2,888.15	3,095.88
49655	3/26/2019	00928	SUPPLYWORKS	3/6/2019	C.S. TURKISH RECYCLEABLE	50.78	2,888.15
49656	3/26/2019	01183	BEST BEST & KRIEGER LLP	3/14/2019	CITY ATTORNEY SERVICES	18,572.00	50.78
				3/14/2019	CITY ATTORNEY BASIC SER	4,535.60	
				3/14/2019	CITY ATTORNEY SPECIAL SE	3,291.30	
				3/14/2019	TELECOMMUNICATIONS	3,158.40	
				3/14/2019	EMPLOYEE BENEFITS/TAX	59.40	29,616.70
49657	3/26/2019	02208	INTERNATIONAL ASSOCIATIO	3/25/2019	2019 MEMBERSHIP J. WOLLM	50.00	50.00
49658	3/26/2019	02224	STANDARD INSURANCE COM	3/15/2019	LIFE INSURANCE	210.00	210.00
49659	3/26/2019	02274	FRANK AND GROSSMAN LANI	3/19/2019	CORNER OF C & CLARK: 15 C	528.80	528.80
49660	3/26/2019	02545	MURRAY, JOHN MICHAEL	3/19/2019	03.18.19 DEPOSIT REFUND	50.00	50.00
49661	3/26/2019	02773	GRAPHICS ON THE EDGE	3/22/2019	ACCIDENT SUV #5-DECALS/L	1,020.38	1,020.38
49662	3/26/2019	02949	WELLS FARGO VENDOR FINA	3/15/2019	ADMIN COPY MACHINE	1,362.61	1,362.61
49663	3/26/2019	03191	MAZE & ASSOCIATES	2/28/2019	ACCOUNTING SERVICES	2,932.50	2,932.50
49664	3/26/2019	03208	AAA BUSINESS SUPPLIES & I	3/20/2019	CREAMER, DAIRY, HALF&HAI	122.50	122.50
49665	3/26/2019	03230	PADILLA, MICAEALA	2/18/2019	03.18.19 DEPOSIT REFUND	300.00	300.00

Sub total for TRI COUNTIES BANK:

167,259.44

19 checks in this report.

Grand Total All Checks: 167,259.44

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49666	3/29/2019	00068	COLMA PEACE OFFICER'S 03292019 B	3/29/2019	COLMA PEACE OFFICERS: P/	600.21	600.21
49667	3/29/2019	01164	STATE OF CALIFORNIA, FRAN03292019 B	3/29/2019	STATE - WAGE GARNISHMEN	450.00	450.00
49668	3/29/2019	01340	NAVIA BENEFIT SOLUTIONS 03292019 B	3/29/2019	FLEX 125 PLAN: PAYMENT	658.84	658.84
49669	3/29/2019	02377	CALIFORNIA STATE DISBURS03292019 B	3/29/2019	WAGE GARNISHMENT: PAYM	871.38	871.38
93898	3/29/2019	00130	EMPLOYMENT DEVELOPMEN03292019 B	3/29/2019	CALIFORNIA STATE TAX: PAY	12,364.81	12,364.81
93899	3/29/2019	00521	UNITED STATES TREASURY 03292019 B	3/29/2019	FEDERAL TAX: PAYMENT	56,822.58	56,822.58
93900	3/29/2019	00631	P.E.R.S. 03292019 B	3/29/2019	PERS - BUYBACK: PAYMENT	41,165.70	41,165.70
93901	3/29/2019	01360	VANTAGE TRANSFER AGENT03292019 B	3/29/2019	RETIREMENT HEALTH SAVIN	355.16	355.16
<b>Sub total for TRI COUNTIES BANK:</b>						<b>113,288.68</b>	



8 checks in this report.

Grand Total All Checks:

113,288.68





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Cynthia Morquecho, Recreation Manager  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 10, 2019  
 SUBJECT: Recreation Services Department Quarterly Review, January – March 2019

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## RECOMMENDATION

Staff recommends that the City Council adopt:

MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE FIRST QUARTER OF 2019.

## EXECUTIVE SUMMARY

In the first quarter of 2019, a total of 874 participants attended 60 programs. This represents a decrease of 88 participants from the first quarter of 2018. Staff attributes the decrease to the Eggstravaganza event occurring in the second quarter of 2019.

Staff estimates that 39 percent of the population had a current Colma I.D. during the first quarter of 2019, suggesting that residents participated in multiple programs.

There was a total of 83 rentals, which is an increase of six rentals from the first quarter of 2018.

## 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 115 adults and seniors participated in enrichment programs. This represents an increase of 7 participants from the first quarter of 2018. Staff attributes the increase to an increase in participation in Fitness programs and activities such as Ladies Social and Adult Cooking.

- A total of 163 adults and seniors participated in trips and events. This represents a decrease of 72 participants from the first quarter of 2018. Staff attributes the decrease to cancellation of two adult field trips and the Aladdin theater event occurring during the first quarter of 2018.
- A total of 386 youth and teens participated in Enrichment Programs. This represents an increase of 22 participants from the first quarter of 2018. Staff attributes the increase to higher participation in programs such as Kumon Math and Kumon Reading.
- A total of 20 youth and teens participated in events and trips. This represents a decrease of 1 participant from the first quarter of 2018.
- A total of 190 youth, adults and seniors participated in Community Programs. This represents a decrease of 44 participant from the first quarter of 2018. Staff attributes the decrease to the Eggstravaganza event occurring during the first quarter of 2018.

The attachment contains a detailed breakdown of participation by program.

### Rental Activity

The Colma Community Center was rented for 83 different events:

- Resident Rentals (31 social events and 2 meetings)
- Resident Non-profit group (1 fundraiser and 6 meeting)
- Non-Resident Rentals (3 funeral receptions and 2 social events)
- Non-Resident Non-profit Groups (12 programs, 4 fundraisers and 2 meeting)
- In House Reservations (20 meetings/trainings)

The Sterling Park Recreation Center was rented for 20 different events:

- Sterling Park Resident Rentals (20 social events)

### **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 quarter, all programs and events, provided cups, plates, forks, knives, and spoons were made from recyclable content.

### **ATTACHMENTS**

- A. 2019 Recreation Services Department Quarterly Review – Participation Detail

**Recreation Services Department Quarterly Review  
January – March 2019  
Participation Detail**

**Adult/Senior Enrichment Programs**

<b>Program</b>	<b>Registered</b>	<b>Sessions</b>	<b>New or Existing Program</b>
Boot Camp Fitness	6	2	Existing
Adult Cooking Classes	18	2	Existing
Colma Ladies Social	18	3	Existing
Creekside Villas Activities	17	3	Existing
Cyber Safety Training	5	1	Existing
Dragon Boat Paddling for Beginners	Cancelled	1	Existing
Gentle & Invigorating Yoga	9	1	Existing
Golf	Cancelled	3	Existing
Let's Talk About It- Life, Liberty and Pursuit of Happiness	2	1	<b>NEW</b>
New York Life Financial Workshops	4	2	<b>NEW</b>
Parent and Baby Yoga	Cancelled	1	<b>NEW</b>
Yoga for Seniors	9	1	Existing
Zumba	11	2	Existing
Zumba Toning	16	1	Existing

**Adult & Senior Trips & Events**

<b>Program</b>	<b>Registered</b>	<b>Sessions</b>	<b>New or Existing Program</b>
A Day at the Movies	13	1	Existing
Arm Chair Travel	21	2	Existing
Breakfast Bingo	30	3	Existing
Friday Films	27	3	Existing
Mission Santa Clara de Asis	Cancelled	2	<b>NEW</b>
Museum of African Diaspora	11	1	<b>NEW</b>
Senior Luncheon (Backyard BBQ)	22	1	Existing
Senior Luncheon (Buon Appetito!)	18	1	Existing
Senior Luncheon (Japanese Tea)	21	1	Existing
The Biggest Loser	Cancelled	1	Existing

**Youth & Teen Enrichment Programs**

<b>Program</b>	<b>Registered</b>	<b>Sessions</b>	<b>New or Existing Program</b>
Ballet, Tap & Hip Hop	9	1	Existing
Chamber Orchestra	1	1	<b>NEW</b>
Cooking Class	7	2	Existing
Golf	Cancelled	3	Existing
Guitar Workshop	2	1	Existing
Keyboard	8	2	Existing
Kids' Club Afterschool Program	77	7	Existing
Kumon Math Tutoring	100	3	Existing

Kumon Reading Tutoring	82	3	Existing
Parents' Night Out	8	2	Existing
Performance and Stage Class	Cancelled	1	Existing
President's Week Day Camp	20	1	Existing
President's Week Day Camp Afternoon Care	8	1	Existing
President's Week Day Camp Early Morning Care	7	1	Existing
Private Lessons with Vibo	1	1	<b>NEW</b>
Tae Kwon Do	34	3	Existing
Teen Financial Workshop	Cancelled	1	<b>NEW</b>
Teen LEYP	20	2	Existing
Ukulele Workshop	Cancelled	1	Existing
Vibo Youth Ensemble	2	2	Existing
Violin Workshop	Cancelled	2	Existing

### Youth and Teen Events & Trips

Program	Registered	Sessions	New or Existing Program
Day in the Snow	Cancelled	1	Existing
Ice Cream Arts & Crafts	Cancelled	3	Existing
Ice Skating at Union Square	Cancelled	1	Existing
Queens of Colma	14	1	<b>NEW</b>
Teen Center Hours	6	1	Existing

### Community Programs

Program	Registered	Sessions	New or Existing Program
Colma Game Night	46	1	Existing
Miniature Golf with the Family	Cancelled	1	<b>NEW</b>
Project Read Learning Wheels	16	1	Existing
Project Read Nutrition Program	22	2	Existing
Project Read Science Club	24	2	Existing
San Jose Sharks Game	10	1	<b>NEW</b>
Super Bowl Party	72	1	Existing

Note: Programs were cancelled due to insufficient participation.



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 Patrick Yu, Associate Engineer/Project Manager  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 10, 2019  
 SUBJECT: Edgeworth - Completion of Access Control System Project

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## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION TO ACCEPT WORK PERFORMED BY VAS SECURITY, DBA EDGEWORTH INTEGRATION, LLC, FOR THE TOWN'S ACCESS CONTROL SYSTEM PROJECT AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO FILE A NOTICE OF COMPLETION WITH THE COUNTY RECORDER'S OFFICE AND MAKE THE FINAL PAYMENT TO EDGEWORTH INTEGRATION, LLC IN ACCORDANCE WITH STATE PROMPT PAYMENT LAWS

## EXECUTIVE SUMMARY

On or about December 2019, Edgeworth Integration, LLC (Edgeworth) completed contract work for the Town Access Control System Project (Project). Edgeworth performed the scope of work and approved extra work between March 2018, when the contract was awarded, through December 2019, when Edgeworth substantially completed the Project. Edgeworth and the Town's contract obligations are now fully complete, and the Town should move forward with filing Notice of Completion for the Project.

## FISCAL IMPACT

The City Council approved Project budget is \$335,000. The total construction cost for the Project came to \$260,755.92. The Project construction budget along with contingency was approved for \$256,389.72 – the construction cost exceeded the construction budget by \$4,366.20. There is still sufficient budget to absorb the construction cost overage thus there is not a fiscal impact as shown in the following table.

<b>PROJECT BUDGET</b>		<b>\$ 335,000.00</b>
<b>CONSTRUCTION CONTRACT</b>	<b>\$ (233,081.56)</b>	
<b>APPROVED CHANGE ORDERS</b>	<b>\$ (27,674.36)</b>	
<b>TOTAL CONSTRUCTION COST</b>		<b>\$ (260,755.92)</b>
<b>TOTAL DESIGN &amp; PM COST</b>		<b>\$ (51,920.40)</b>
<b>REMAINING PROJECT BUDGET</b>		<b>\$ 22,323.68</b>

## **BACKGROUND**

This Project included the design, purchase and installation of equipment to upgrade the current access control system that serves the Colma Police Station and a future system in the renovated Town Hall. The upgrades to the system include access control hardware, video monitoring and access systems. This Project was coordinated and installed during the Town Hall Renovation Project.

The Project was awarded to Edgeworth on March 14, 2018. The Project involved installing one control system that would operate the New Town Hall facility along with the Police Station. The Project spanned over an 18-month period, the first phase addressed the Police Station access and video systems. The existing access control system was located at the Police Station but due to space restrictions within the Police Station computer room, the new access control system main hard drives are now located in the new Town Hall computer room. The second phase included the install of the access control and video systems at Town Hall along with tying in the various access control feature at the Police Station.

Edgeworth substantially completed the Project along with extra work in December 2018. Following substantial completion, Edgeworth completed various punch list items including fine tuning the access control and video systems while employees and facility operations were in full force.

## **ANALYSIS**

Edgeworth completed the scope of work plus extra work added by change orders. A summary of the approved change orders are as follows:

- Replacement of all cameras in Police Station interview rooms. The original scope of work for this Project was to re-use the original cameras located in the interview rooms. However, it was discovered that the cameras had become unreliable over the years. It had come to a point where officers were recording interviews with their smart phones because they could never be sure if the camera recording would work. In consultation with Police and Town Hall staff, the interview room cameras were replaced with new units to provide reliable video and audio recordings. This change also significantly increased the video storage requirements resulting in the need for a larger server with more storage capacity.
- Additional video monitoring equipment at Town Hall and the Police Station. The original specifications included two (2) video monitoring stations at the Police Station and one



(1) at Town Hall. All monitoring stations were originally specified with 27-inch displays. These smaller displays were changed out to 43-inch displays to facilitate functional visibility for staff working in Dispatch and in the Squad Room. A second video monitoring station was also installed adjacent to the pantry area of Town Hall at the direction of staff for a total of two (2) stations at Town Hall.

- An additional camera at Town Hall was installed to monitor activity in the exterior mechanical yard pit, located at the north side of the Town Hall facility. This camera allows staff to have visibility should anyone enter this restricted area. As the video storage requirements for the Town Hall site are less stringent than for the Police Station, the addition of this camera had minimal impact on video storage requirements.
- Procurement and installation of missing hardware. An oversight was made in the project plans in that no vendor was specified for installation of the power supplies required to make the electrified doors of the access control system work.
- Resolve issues at Council Chamber kitchen door. The legacy door at the Council Chamber kitchen presented several problems for the contractors attempting to convert it into an access controlled door with an electrified door handle as specified in the plans. This final change order was for labor and swapping out parts to change the access control from the electrified door handle to an electrified door strike.

Edgeworth has been paid for all contract work plus approved change orders to date less the required five percent retention.

Staff requests the City Council accept work performed on the Project and authorize the Director of Public Works to file a Notice of Completion with the San Mateo County Recorder's Office.

The filing of the Notice of Completion means:

- The Town is satisfied Edgeworth has completed the Project in accordance with the plans and specifications.
- At the time of the filing of the Notice of Completion, there has not been a claim filed against the Town.
- The Town accepts Edgeworth's work as complete.
- The time frame for the filing of stop payment notice claims is shortened once the Notice of Completion has been filed with the San Mateo County Recorder's Office

Thirty days after the NOC has been recorded, if no claims from subcontractors and suppliers have been filed with the Town, the Town can release the remaining 5% retention to Edgeworth in the amount of \$13,037.80.

To date there have been no stop notices or claims filed with the Town for the Project.

### **Council Adopted Values**

By approving and accepting the Project as complete, the City Council has reviewed and approved the work performed by Edgeworth, thus taking a ***Responsible*** position requesting that the Notice of Completion be filed with the County Recorder's Office and that final payment be timely made to Edgeworth.

## **Alternatives**

The City Council can choose not to adopt the resolution accepting the Project and directing the filing of the Notice of Completion for the Project. The Town would then not accept the Project as complete and file the Notice of Completion with the San Mateo County Recorder's Office nor release retention to Edgeworth and close out the construction contract. Such action would increase the time for subcontractors and material suppliers to file claims and could result in penalties under prompt payment laws.

## **CONCLUSION**

Staff has reviewed the completed work and recommends that the City Council adopt the resolution thereby accepting the Project as complete and authorizing the Director of Public Works to file a Notice of Completion with the San Mateo County Recorder's Office and make final payment to Edgeworth in accordance with the State's prompt payment laws.

## **ATTACHMENTS**

- A. Resolution No. 2019-\_\_\_\_
- B. Notice of Completion - Access Control System Project

**RESOLUTION NO. 2019-\_\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION ACCEPTING THE ACCESS CONTROL SYSTEM PROJECT (CIP 983) AS COMPLETE AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO FILE A NOTICE OF COMPLETION FOR THE ACCESS CONTROL SYSTEM PROJECT WITH THE SAN MATEO COUNTY RECORDER'S OFFICE**

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

**1. Background.**

- (a) The Town of Colma opened bids for the Access Control Project – CIP 983 ("Project") on March 7, 2018.
- (b) Town Staff determined that VAS Security, DBA Edgeworth Integration, LLC ("Edgeworth"), was the lowest responsible bidder submitting a responsive bid in the amount of 233,081.56, and the City Council awarded a construction contract to Edgeworth for 233,081.56 plus a 10% contingency (total construction budget of \$256,389.72).
- (c) Total construction costs were 260,755.92, which exceeded the total construction budget, due to several necessary change orders.
- (d) Edgeworth substantially completed work on the Project in December 2018 and has now fully completed all work including punch list items.

**2. Finding.**

- (a) The City Council finds that the Project is complete to the satisfaction of the Town.

**3. Order**

- (a) The Project is accepted as complete.
- (b) The Director of Public Works is directed to file a Notice of Completion for the Project with the San Mateo County Recorder's Office.
- (d) Town staff is directed to release the 5% retention to Edgeworth within 30 days of the recording of the Notice of Completion for the Project in accordance with applicable prompt payment laws.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-\_\_ was duly adopted at a regular meeting of said City Council held on April 10, 2019 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor					
Helen Fiscaro					
Raquel Gonzalez					
Diana Colvin					
John Irish Goodwin					
Voting Tally	0	0			

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne F. del Rosario, Mayor

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

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p>   <p><b>Town of Colma 1198 El Camino Real Colma, CA 94014-3212 Attn: Brad Donohue, PW Director</b></p>	<p>THE AREA ABOVE IS RESERVED FOR RECORDER'S USE</p>
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**[NO RECORDING FEE SHALL BE CHARGED PURSUANT TO GOVERNMENT  
CODE SECTIONS 6103 AND 27383]**

## TOWN OF COLMA

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The Town of Colma is the owner of a work of improvement described as the Access Control Project - CIP 983,\_(hereafter, the "Work"), and of the real property on which the Work is situated, which real property is located in the County of San Mateo, State of California and specifically described as follows: 1198 & 1199 El Camino Real, Colma, CA 94014; and
2. VAS Security Systems, Inc., dba Edgeworth Integration, LLC is the contractor that was awarded the construction/installation contract by the Town of Colma for the Work, and
3. The Work was completed by VAS Security dba Edgeworth Integration, LLC and accepted by the Town of Colma on April 10, 2019; and
4. The nature of the interest of the Town of Colma is as a fee simple owner in the above-described real property; and
5. The address of the Town of Colma is 1198 El Camino Real, Colma, California 94014; and
6. I, Brad Donohue, contract Public Works Director of the Town of Colma, am authorized by the City Council of the Town of Colma to execute and file this Notice of Completion with the County Recorder of the County of San Mateo as an authorized agent of the Town of Colma. I have read the Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Date and Place)

\_\_\_\_\_  
Brad Donohue  
Director of Public Works





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 10, 2019  
 SUBJECT: Road Maintenance and Rehabilitation Account (RMRA) Project List

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## RECOMMENDATION

Staff recommends the City Council adopt:

RESOLUTION ADOPTING ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) PROJECT LIST FOR FISCAL YEAR 2019-2020 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

## EXECUTIVE SUMMARY

Requirements have been imposed by the State as part of the State Gas Taxes that began collection on November 1, 2017. In order to receive an allocation of the Gas Tax revenue, estimated as part of the adopted Budget to be \$25,000 in Fiscal Year 2019-20, a list of projects proposed to be funded with SB 1 funds must be adopted. Also, the Town is required to demonstrate that the revenue and expenditures are included in the Fiscal Year 2019-20 Budget. The funds are proposed to be allocated to the Mission Road Bicycle and Pedestrian Improvements project to be constructed in 2020.

## FISCAL IMPACT

An estimated \$25,000 in Gas Tax Funds, are proposed to be added to the current appropriation of \$1,608,500 million 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 excise taxes (\$0.12 per gallon), as well as increased diesel fuel sales taxes and vehicle registration fees. The use of the 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.

On November 1, 2017, the State Controller (Controller) began to 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 for the Fiscal Year 2019-20, the proposed 2019-20 budget allocation will include an estimated \$25,000 RMRA funds that will be expensed per SB 1 Accountability and Transparency Guidelines, adopted on March 21, 2018.

## ANALYSIS

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

The total estimated project cost for the Mission Road Bicycle and Pedestrian Improvements Project to complete the design, construction, and project management is currently estimated at \$1,633,500 (Inclusive of this year's RMRA allocation). The project funding is supported by a variety of sources as shown below:

No.	Source of Fund	Amount
1	Total Livable Communities (TLC) program - One Bay Area Grant 2 (OBAG 2)	\$525,000
2	Federal Local Streets and Roads (LSR) program One Bay Area Grant 2 (OBAG 2)	\$100,000
3	Safe Routes to School-Green Streets Infrastructure	\$200,000
4	Local Measure A	\$160,000
5	RMRA (SB 1) fund FY 2017-18	\$8,500
6	RMRA (SB 1) fund FY 2018-19	\$25,000
7	RMRA (SB 1) fund FY 2019-20	\$25,000
8	Colma Fund #32 (General CIP- General Funds allocated to Capital Projects)	\$590,000
<b>TOTAL</b>		<b>\$1,633,500</b>

The 2019-20 RMRA Gas Tax allocation will be included in the upcoming 2019-20 Fiscal Year Budget. If approved by City Council, the adoption of the project list will appropriate \$25,000 as an additional appropriation for the Mission Road Improvements (CIP Project #903). If approved, Town Staff by way of a Resolution, will be required to provide the annual RMRA project list and expenditure reporting to the CTC.



## **REASONS FOR THE RECOMMENDED ACTION**

The recommended actions are a requirement of the 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 May 1, 2019 the Town would potentially lose or not receive the estimated RMRA Gas Tax Funds for Fiscal Year 2019-20.

## **COUNCIL ADOPTED VALUES**

The City Council by commissioning the RMRA funds to be used for the Mission Road Bicycle and Pedestrian Improvement Project exhibited a **visionary** approach using the allocated funds to promote a safer and roadway corridor for vehicles, bicyclists and pedestrians within the Mission Road neighborhood.

## **CONCLUSION**

It is recommended that the City Council adopt a resolution approving Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2019-2020.

## **ATTACHMENTS**

- A. Resolution Adopting Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2019-20
- B. RMRA Project List



**RESOLUTION NO. \_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED  
BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

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

**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 to address the significant multi-modal transportation funding shortfalls statewide; and

(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; and

(c) The Town must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, 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; and

(d) The Town, will receive an estimated \$25,000 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

(e) This is the third year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

(f) The Town has undergone a robust public process to ensure public input into our community's transportation priorities/the project list. The Town conducted community outreach workshop and online survey during implementation of Systemic Safety Analysis Report (SSAR) project to give the community the opportunity to identify high-risk locations and discuss road safety concerns and potential safety treatments within Town's roadway network. The Town also conducted on 1/17/2019 a community outreach for Mission Road Bicycle and Pedestrian Improvements project that gave the community another opportunity to identify the improvements needed; and

(g) The Town used a CIP budget to develop the SB 1 project list using Town General Plan, studies, observation, along with City Council, Public and Staff input to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

(h) The Towns allotment of SB 1 funds will help fund the Mission Road Bicycle and Pedestrian Improvements (CIP Project #903); and

(i) The scope of work for CIP Project #903 includes various "Complete Streets" elements that will improve and enhance safety for bicycle and pedestrian activity along the Mission Road corridor, funding these enhancements are Gas Tax / RMRA eligible expenses; and

(j) The Fiscal Year 2017-18 adopted Town Budget for Capital Improvement Project #903 Mission Road Bicycle and Pedestrian Improvements is \$1,383,500 funded by CIP General Funds as well as OBAG 2 Grants and SB 1 funds for FY 2017-18.

(k) In the Fiscal Year 2018-19 Town Budget for Capital Improvement Project #903 Mission Road Bicycle and Pedestrian Improvements will be \$1,608,500 after including Safe Routes to School and Green Streets Infrastructure and SB 1 FY 2018-19 funds.

(m) In the Fiscal Year 2019-20 Town Budget for Capital Improvement Project #903 Mission Road Bicycle and Pedestrian Improvements will be \$1,633,500 after including SB 1 FY 2019-20 funds.

(n) The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to local and statewide communities.

## **2. Findings.**

The City Council finds that:

(a) The foregoing recitals are true and correct.

(b) The following previously proposed and adopted projects may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the Town is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

### **RMRA 2019-20 Project List**

The Project was originally listed in SB 1 for Fiscal Year 2017-2018 and re-listed for Fiscal Year 2018-2019.

**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 with green pavement

markings; construction of stormwater curb extension with bioretention/infiltration basins for stormwater treatment and high visibility crosswalks with rectangular rapid flashing beacons; installation of speed feedback signs and energy efficient street lights.

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

**Scheduled Construction Completion:** October 2020 (Design by December 2019. Bidding and completion of the improvements by April 2020.)

**Estimated Useful Life:** 20 Years.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2019-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on April 10, 2019, by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne F. del Rosario, Mayor

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



**Attachment B - Project List**

STATE OF CALIFORNIA • CALIFORNIA TRANSPORTATION COMMISSION

**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 Camino Real	Colma	CA	94014
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\*Agency Contact:

\*Agency Contact Title:

Brad Donohue	Director of Public Works
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\*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:**

<b>FY</b>	<b>19/20</b>
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\*Budget Support Documentation: ?

Please briefly describe the budget support documentation being provided.

Town's adopted Resolution No. 2019-XX and Staff Report specifying the Mission Road Bike/Pedestrian Improvements project (CIP Project#903) for approving Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2019-2020 funded by SB 1: The Road Repair and Accountability Act of 2017.
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**Average Network PCI:**

81
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**Measurement Date:**

(Month)	(Year)
07	2017

**Additional Information: ?**

Mission Road Bike/Pedestrian Improvements project has been identified by Town of Colma as a high-priority capital improvement project. With the inclusion of the Veteran's Housing facility on Mission Road, it's close proximity to BART and the area being in a Priority Development Area (PDA), the Town believes that various improvements are needed for bicycle and pedestrian facilities along the corridor. These improvements will
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**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 Bike/Pedestrian Improvements	CIP#903	Complete Streets Components		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 with green pavement markings; construction of stormwater curb extension with bioretention/infiltration basins for stormwater treatment and high visibility crosswalks with rectangular rapid flashing beacons (RRFB); installation of speed feedback signs and energy efficient street lights. An additional crosswalk with RRFB has been considered into the scope of the project. This proposed improvement on Mission Road was requested through the participants in the community workshop that Town conducted for this project in January 2019.	Mission Road, between El Camino Real and Lawndale Boulevard.	10/2019	10/2020	10	20	11					19			Yes	No	No	Yes	Improve the accessibility and safety of bicycle and pedestrian facilities in compliance with Town's General Plan and Completed Streets Policies, in addition to Green Streets Infrastructure that includes bioretention areas (Rain Garden) for stormwater treatment.	
PP02	5264																								
PP03	5264																								
PP04	5264																								
PP05	5264																								
PP06	5264																								
PP07	5264																								
PP08	5264																								
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PP44	5264																								
PP45	5264																								
PP46	5264																								



**Senate Bill (SB) 1 Proposed Project List Form**

## Local Streets and Roads Program

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

FY
19/20

### 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.
<b>PP01</b>	Mission Road Bike/Pedestrian Improvements	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 with green pavement markings; construction of stormwater curb extension with bioretention/infiltration basins for stormwater treatment and high visibility crosswalks with rectangular rapid flashing beacons (RRFB); installation of speed feedback signs and energy efficient street lights. An additional crosswalk with RRFB has been considered into the scope	Mission Road, between El Camino Real and Lawndale Boulevard.	10/2019	10/2020	10	20
<b>PP02</b>							
<b>PP03</b>							
<b>PP04</b>							
<b>PP05</b>							
<b>PP06</b>							
<b>PP07</b>							
<b>PP08</b>							
<b>PP09</b>							
<b>PP10</b>							
<b>PP11</b>							
<b>PP12</b>							
<b>PP13</b>							
<b>PP14</b>							
<b>PP15</b>							





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Public Works Director  
 Abdulkader Hashem, Associate Engineer  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 10, 2019  
 SUBJECT: El Camino Real Bicycle and Pedestrian Improvement Plan

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## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FEHR & PEERS IN THE AMOUNT OF \$199,108.09 FOR THE EL CAMINO REAL BICYCLE AND PEDESTRIAN IMPROVEMENT PLAN

## EXECUTIVE SUMMARY

The proposed contract with Fehr & Peers is for the preparation of El Camino Real Bicycle and Pedestrian Improvement Plan. (commonly called a master plan or feasibility study)

The Road Maintenance & Rehabilitation Account (RMRA) Sustainable Communities Grant will fund the El Camino Real Bicycle and Pedestrian Improvement Plan (Plan) along the El Camino Real (ECR), State Route 82 corridor.

The Plan will evaluate existing conditions along ECR from the County of San Mateo/Colma border to South San Francisco/Colma border, addressing bicycle and pedestrian access along with public transportation connectivity deficiencies, while developing a conceptual plan and strategy to incorporate various improvements to enhance mobility, accessibility and connectivity for all modes of transportation along the ECR corridor. The Plan will address connectivity to various public transit hubs, provide continuous bicycling and walking paths, and provide strategies to reduce greenhouse gas (GHG) emissions. The Plan will also incorporate Vision Zero strategies with a strong emphasis on increasing safety for those who chose to use ECR for walking or biking. In developing the Plan, the intent is to engage the local community, disadvantaged communities, neighboring cities, Caltrans, and transit agencies in the decision making processes. The final Plan will include an implementation strategy, design concept, funding sources, partnerships and programs to move this project into the next phase of engineered drawings and construction.

## FISCAL IMPACT

Caltrans awarded the Town of Colma a RMRA-Sustainable Communities Grant in the amount of \$199,192 for the El Camino Real Bicycle and Pedestrian Improvement Plan. The negotiated proposal to start and complete the Plan was agreed to by Fehr & Peers is for \$199,108.09, which will be reimbursed by the RMRA grant. The Town also was required to provide a local match in the amount of \$25,808 for project management. After further review and analysis staff is also requesting an additional \$25,000 in FY 19-20 to manage the 20-month project and for project contingency.

The Town's proposed funding plan for the El Camino Real Planning Study is as follows:



\*\* Staff will formally request an additional appropriation of \$25,000 in the 2019-20 budget for Project No 914.

## BACKGROUND

The Town has been allocated \$199,192 in State funds from the Road Maintenance & Rehabilitation Account (RMRA) – Sustainability Communities Programs. The Restricted Grant Agreement (RGA) was executed with CalTrans on 9/26/2018 for administrating this project under Agreement No. 74A1080. This RGA shall expire on 2/28/2021.

The objective of El Camino Real Bicycle and Pedestrian Improvement Plan is to develop a Plan that will improve safety and mobility for pedestrians, bicycling and public transportation pathways and facilities along El Camino Real. The Plan will address deficiencies and set goals and planning practices to improve and enhance roadway facilities for all modes of transportation. The grant requirements are very specific in the areas of public outreach. The consultant will be responsible for engaging members of the local community, those who represent the disadvantaged communities, Transit agencies, neighboring cities and local businesses.

On January 23, 2019, the Town of Colma released a Request for Proposals (RFP) for the preparation of the El Camino Real Bicycle and Pedestrian Improvement Plan. The RFP contained a very specific scope of work along with timely deliverables. Three consultants responded to the RFP on February 20, 2019, including: W-Trans; Fehr & Peers; and Kittelson & Associates. All three firms submitted proposals that satisfied the RFP requirements, so all three consultants were interviewed by a panel consisting of Town Staff.

The Town followed the Caltrans's Local Assistance Procedures Manual (LAPM) in the consultant selection process. The evaluation was based on the technical merit of proposals and cost proposals were kept confidential and sealed until all proposals had been reviewed and consultants were interviewed. The panel reviewed cost proposal from Fehr & Peers as being the top-ranked consultant and entered into contract negotiations with them. The unsuccessful cost proposals from other consultants remained sealed and returned back to the respective consultant.

## ANALYSIS

The Town of Colma's El Camino Real Bicycle and Pedestrian Improvement Plan (Plan) will provide guidelines and directives for a comprehensive bicycle and pedestrian safety program along a portion of El Camino Real corridor, (State Route 82) in the Town of Colma. The improvement plan will stretch from the San Mateo County/Colma border to the North and go to South San Francisco/Colma to the South. Currently vast segments of this portion of (ECR) lacks cohesive connectivity for those who want to walk or bicycle from the various transit hubs that are served from this corridor. ECR is challenged with non-accessible or non-existent walkways thus rendering the pedestrian or bicycle portions of the right-of-way unavailable for safe and productive travel. The Plan will strive to improve community mobility along this portion of the roadway by creating a vision to increase and enhance various modes of transportation, including walking and bicycling, while providing opportunities to increase ridership on public transportation.

The Plan will review and implement the standards and goals that are stated in the California Transportation Plan 2040, California State Bicycle and Pedestrian Plan, Caltrans District 4 Bicycle Plan, San Mateo County Comprehensive Bicycle and Pedestrian Master Plan, and Grand Boulevard Initiatives (GBI) Goals.

The community outreach efforts that are programed into the Plan will gather input from all segments of the community. This would include disadvantaged communities and organizations that represent those with special needs, in addition to active stakeholders inclusive of CalTrans, local business owners, and the transit districts, through a number of interactive community workshops and council meetings. Along with what is stated above, the plan will develop several design strategies (conceptual drawings) for public outreach. It is the Town's intent that once this Plan is complete, it will lead to implementation and development.

The Consultant shall be responsible for undertaking the following tasks under the scope of services, summarized below:

- Task 1 – Project Initiation
  - Task 1.1 – Staff Coordination/Progress Meetings
  - Task 1.2 – Project Kick-off Meeting
  - Task 1.3 – Identify Existing Conditions
- Task 2 – Public Outreach
  - Task 2.1 – Workshop #1
  - Task 2.2 – Workshop #2
  - Task 2.3 – Workshop #3
- Task 3 – Bicycle and Pedestrian Improvement Plan
  - Task 3.1 – Develop Bicycle and Pedestrian Improvement Design Concept
  - Task 3.2 – Develop Conceptual Design Alternative
  - Task 3.3 – Draft Bicycle and Pedestrian Improvement Plan
  - Task 3.4 – Joint Coordination with Caltrans
  - Task 3.5 – Identify Potential Funding Sources
  - Task 3.6 – Final Bicycle and Pedestrian Improvement Plan
  - Task 3.7 – City Council Adoption

Fehr & Peers has shown proficiency with similar studies in transportation planning, Vision Zero Action Plan, innovative bicycle design, and complete street implementation pertaining to El Camino Real Corridor and other street projects. Their experience with Grand Boulevard

Initiative (GBI) goals and lessons learned reports that they developed at the end of the planning process of different segments they recently completed on El Camino Real in Redwood City and Palo Alto will enhance the planning process of Colma's segment of ECR corridor.

With all the components in the scope of work, the project is anticipated to take approximately twenty (20) months to complete. After contacting references and a review of project scope and budget, staff is recommending to the City Council that Fehr & Peers and their subconsultant EnviroIssues be hired to develop the El Camino Real Bicycle and Pedestrian Improvement Plan.

### **Council Adopted Values**

The El Camino Real Bicycle and Pedestrian Improvement Plan is *visionary*, because it involves putting a conceptual plan together that will provide safe, attractive and sustainable paths of travel for those who walk, bike or use public transportation to and from work along ECR.

### **Sustainability Impact**

Creating safe and attractive routes of travel for pedestrians, bicyclists and those who travel using public transit will attract more of the public to use these modes of transportation thus having a positive impact in lowering the Town's GHG's.

### **CONCLUSION**

Staff recommends that the City Council adopt the resolution approving and authorizing the City Manager to execute the contract with Fehr & Peers for the preparation of El Camino Real Bicycle and Pedestrian Improvement Plan.

### **ATTACHMENTS**

- A. Resolution
- B. Fehr & Peers Professional Services Agreement with attached scope of work, budget and schedule

**RESOLUTION NO. 2019-XX  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH FEHR & PEERS IN THE AMOUNT OF \$199,108.09 FOR THE EL  
CAMINO REAL BICYCLE AND PEDESTRIAN IMPROVEMENT PLAN**

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

**1. Background.**

(a) The Town of Colma has been allocated \$199,192 in State funds from the Road Maintenance & Rehabilitation Account (RMRA) – Sustainability Communities Programs by the California Department of Transportation. The RMRA grant will fund the Town’s El Camino Real Bicycle and Pedestrian Improvement Plan (Plan) along the El Camino Real, State Route 82 corridor.

(b) The goal of the Plan is to improve safety and mobility for pedestrians, bicycling and public transportation pathways, and facilities along El Camino Real. The Town will evaluate existing conditions along El Camino Real and strategize on various improvements needed to enhance mobility, accessibility and connectivity for all modes of transportation along the corridor. The Town will also engage the local community (including in particular disadvantaged communities), Transit agencies, neighboring cities and local businesses in developing the Plan.

(c) On January 23, 2019, the Town released a Request for Proposals (RFP) for the preparation of the Plan. Three firms responded to the RFP on February 20, 2019, and were interviewed by a panel consisting of Town staff. The Town followed Caltrans’s Local Assistance Procedures Manual in the consultant selection process, and reviewed references, proposed scope of work, and project budget. The Town determined that Fehr & Peers is the top-ranked consultant.

(d) Therefore, the Town desires to approve a contract with Fehr & Peers in the amount of \$199,108.09 for preparation of the Plan.

(e) The Town is required by the RMRA grant to provide a local match in the amount of \$25,808 for project management of the Plan.

**2. Order**

(a) The contract between the Town of Colma and Fehr & Peers for preparation of the El Camino Real Bicycle and Pedestrian Improvement Plan, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.

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

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-XX was duly adopted at a regular meeting of said City Council held on April 10, 2019 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne F. del Rosario, Mayor

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



**CONTRACT NO. CIP914  
TOWN OF COLMA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of April \_\_\_\_, 2019 by and between the Town of Colma, a public agency organized and operating under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 (“Town”), and Fehr & Peers, a California corporation with its principal place of business at 332 Pine Street, 4<sup>th</sup> Floor, San Francisco, CA 94104 (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:

El Camino Real Bicycle and Pedestrian Improvement Plan (hereinafter referred to as “the Project”).

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

C. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Town on the terms and conditions set forth in this Agreement.

D. Town desires to engage Consultant to render such services for the Project as set forth in this Agreement

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

F. This Agreement is wholly or partially funded by state funds administered by the California Department of Transportation (“Caltrans”) pursuant to that certain Sustainable Communities Grants (State – SB 1) Restricted Grant Agreement (“Grant Agreement”), a copy of which is attached hereto as Exhibit “D” and incorporated herein by reference.

**AGREEMENT**

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

1. Services and Additional Services

a. Consultant promises and agrees to furnish to Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including

Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the Town, which approval shall not be unreasonably withheld.

b. At Town's request, Consultant may be asked to perform additional services not otherwise included in this Agreement, not included within the scope of services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted practices applicable to Consultant's profession. If changes in the scope of services seem merited by the Town, it shall be processed in the following manner: (1) Town shall communicate the requested additional services to Consultant in writing; (2) If Consultant has the capacity and ability to perform the additional services, Consultant shall prepare a letter outlining the changes, which shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule; (3) an amendment to this Agreement shall be prepared by the Town and executed by both Parties before performance of such additional services. Consultant shall not perform any additional services prior to execution of a written amendment to this Agreement memorializing the additional services. Once additional services are approved pursuant to a written amendment executed by the Parties, such additional services shall be deemed as being part of the Services and shall be subject to the same terms and conditions of this Agreement as if the additional services had originally been included in the scope of services listed in Exhibit "A". Any written amendment adding additional services to the scope of services listed in Exhibit "A" shall not render ineffective or invalidate unaffected portions of this Agreement.

c. As used herein, "additional services" mean: (1) any services which are determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as additional services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, additional services without prior written authorization from Town and without an agreement between the Town and Consultant as to the compensation to be paid for such additional services. Town shall pay Consultant for any approved additional services, pursuant to the compensation provisions herein, so long as such additional services are not made necessary through the acts or omissions of Consultant.

## 2. Allowable Costs and Payments

a. The method of payment for this Agreement will be based on actual cost plus a fixed fee. Town will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, attached hereto as Exhibit "B", unless additional reimbursement is provided for by written amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds Town's approved overhead rate set forth in the Cost Proposal. In the event, that Town determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the contract time or actual costs reimbursable by Town shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in subsection h, below,

shall not be exceeded, unless authorized by written amendment.

b. In addition to the allowable incurred costs, Town will pay Consultant a fixed fee of Fifteen Thousand Seven Hundred Sixty-Six and 60/100 Dollars (\$15,766.60). The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by written amendment.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources.

d. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

e. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, Town shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 21, Termination.

f. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

g. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by Town's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Town including any equipment purchased under the provisions of Section 27 Equipment Purchase of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Town's Contract Administrator

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1198 El Camino Real  
Colma, CA 94014  
Attn: Brad Donohue, Director of Public Works

h. The total amount payable by Town including the fixed fee shall not exceed One Hundred Ninety-Nine Thousand One Hundred Eight and 9/100 Dollars (\$199,108.09).

i. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Town's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3. Funding Requirements

a. It is understood and agreed that this Agreement is in funded in whole or in part by a grant administered by Caltrans pursuant to the attached Grant Agreement. Consultant agrees that it and its subconsultants will comply with all applicable flow down requirements under the Grant Agreement in the performance of this Agreement. In the event of a conflict between the terms of the Grant Agreement and the terms of this Agreement, the provision that enforces the stricter obligation upon Consultant shall be deemed to apply.

b. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

b. This Agreement may be terminated if sufficient funds are not made available to the Town for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the Town governing body that may affect the provisions, terms, or funding of this Agreement in any manner.

c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

d. The Town has the option to terminate the Agreement under the 30-day termination clause pursuant to Section 20, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

4. Retention of Funds

a. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

b. No retainage will be withheld by the Town from progress payments due the Consultant. Retainage by the Consultant or subconsultants is prohibited, and no retainage will be held by the Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE Consultant and subconsultants.

5. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government

Code 8546.7; Consultant, subconsultants, and the Town shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor, Town, or any duly authorized representative of the federal government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

6. Audit Review Procedures

a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Town.

b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the Town of unresolved audit issues. The request for review shall be submitted in writing.

c. Neither the pendency of a dispute nor its consideration by the Town shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

d. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by the Town contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by the Town at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

7. Performance Period

a. This Agreement shall go into effect on April \_\_\_\_, 2019, contingent upon approval by the Town, and Consultant shall commence work after notification to proceed by the Town's Contract Administrator ("Notice to Proceed"). This Agreement shall end on February 28, 2021, unless extended by written amendment. The Town shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than 2 additional one-year terms.

b. Consultant is advised that any recommendation for Agreement award is not binding on the Town until this Agreement is fully executed and approved by the Town.

c. The Notice to Proceed shall set forth the date of commencement of work. Consultant shall not proceed with performance of any Services under this Agreement unless and until the Town provides the Notice to Proceed. Consultant shall meet any established schedules and deadlines as specified in Exhibit "C". Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the Town and within any completion schedules adopted for the Project. Consultant agrees to coordinate with Town's staff, contractors and consultants in the performance of the Services, and shall be available to Town's staff, contractors and consultants at all reasonable times.

e. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Town's Contract Administrator.

#### 8. Delays in Performance

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

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

#### 9. 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 its Services or operations performed under this Agreement.

#### 10. Standard of Care

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to Town for damages sustained by the Town and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the Town for any increased costs incurred by the Town as a result of any such delays to the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, experts and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, experts and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee or subconsultant who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or subconsultant who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 11. Key Personnel

Consultant has represented to the Town that certain additional key personnel and subconsultants will perform the Services under this Agreement. Should one or more of such personnel or subconsultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel or subconsultants, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel or subconsultants who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel and subconsultants for performance of this Agreement are as follows:

- Dana Weissman, Project Manager – Fehr & Peers
- Bob Grandy, Principal – Fehr & Peers
- Geoff Rubendall, Associate – Fehr & Peers
- Carrie Modi, Associate – Fehr & Peers
- Kendra Rowley, Senior Engineer – Fehr & Peers
- Ingrid Ballus Armet, Engineer – Fehr & Peers
- Thao Nguyen, Planner – Fehr & Peers
- Katie DeLeuw, Senior Associate – Envirolssues
- Alison Brown, Associate – Envirolssues

#### 12. Subcontracting

a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Town and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the Town for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Town's obligation to make payments to the Consultant.

b. Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by the Town's Contract Administrator, except that, which is expressly identified in the Consultant Cost Proposal attached hereto.

c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by the Town.

d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

e. Any substitution of subconsultant(s) must be approved in writing by the Town's Contract Administrator prior to the start of work by the subconsultant(s).

### 13. Independent Contractor

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.

### 14. 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 subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

#### a. Commercial General Liability

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

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

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



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

- (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 Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

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

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

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

b. Automobile Liability

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

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

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

(iv) The business automobile 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. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Pollution Liability

(i) Pollution Liability is required should any of the Services involve pollutants or hazardous materials. Liability coverage shall include coverage for the environmental risks associated with the Project and expenses related to such, including bodily injury, property damage, on and off site clean-up, transporting, carrying or storing pollutants, and coverage for non-owned disposal sites.

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

(iii) The pollution 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.

f. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
Pollution Liability	\$1,000,000 each loss/\$2,000,000 aggregate

(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

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

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

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

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

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

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.

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

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

k. Subconsultant Insurance Requirements Consultant shall not allow any 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 subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Town may approve in writing different scopes or minimum limits of insurance for particular subconsultants.

## 15. Safety

a. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by the Town Safety Officer and other Town representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

b. Pursuant to the authority contained in Section 591 of the Vehicle Code, the Town has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

c. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.

d. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## 16. Indemnification

a. For all matters not arising out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8) and to the fullest extent permitted by law, Consultant shall defend (with counsel of Town's choosing), indemnify and hold the Town, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement,

including without limitation the payment of all damages, reasonable expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Town, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon the Parties mutual agreement in settlement or obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

17. California Labor Code Requirements

a. State Prevailing Wage Rates

1. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work ("Prevailing Wage Laws").

2. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

3. When prevailing wages apply to the Services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

b. 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 ("Prevailing Wage Laws"). 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 (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public

works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

c. 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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

d. This Agreement 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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant’s performance of Services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Town. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

#### 18. 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.

#### 19. Cost Principles and Administrative Requirements

a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

b. Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the Town.

20. 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.

21. Termination

a. The Town reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

b. The Town may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. If the Town terminates this Agreement with Consultant, the Town shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to the Town exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

c. Upon termination, Consultant shall provide to Town all Project Documents, as defined below, to which Town would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, Town shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to Town upon request and without additional compensation other than as may be approved as a reimbursable expense.

22. Project Documents

a. All original field notes, written reports, drawings and specifications and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of Town. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subconsultants, the Project Documents shall be the property of Town whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to Town copies of all Project Documents required by Town. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Town upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify Town and provide Town with the opportunity to obtain the documents. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein for any purpose related to the Project. Consultant shall require any and all subconsultants to agree in writing that Town is



granted a non-exclusive and perpetual license for the work of such subconsultants performed pursuant to this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold Town harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section.

b. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

c. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the Town of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the Town of the Project Documents on other projects for additions to this Project, or for the completion of this Project by others, except only such use as may be authorized in writing by Consultant.

d. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

e. The Town may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that Caltrans shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

### 23. Confidentiality

a. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of Town, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of Town.

b. All financial, statistical, personal, technical, or other data and information relative to the Town's operations, which are designated confidential by the Town and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

c. Permission to disclose information on one occasion, or public hearing held by the Town relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

d. Consultant shall not comment publicly to the press or any other media regarding the Agreement or the Town's actions on the same, except to the Town's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

e. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than the Town.

#### 24. Disputes

a. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Town's Contract Administrator and City Manager, who may consider written or verbal information submitted by Consultant.

b. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by the City Manager of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

c. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

#### 25. Claims Filed by the Town's Construction Contractor

a. If claims are filed by the Town's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the Town's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

b. Consultant's personnel that the Town considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the Town. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.

c. Services of Consultant's personnel in connection with the Town's construction contractor claims will be performed pursuant to a written amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

#### 26. The Town's Contract Administrator

The Town hereby designates Brad Donohue, Director of Public Works or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Town's Contract Administrator"). Town's Contract Administrator shall have the power to act on behalf of the Town for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the Town's Contract Administrator or his or her designee.

27. Limitation of Agreement

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

28. Equipment Purchase

a. Prior authorization in writing, by the Town's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the Town's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the Town shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, the Town may either keep the equipment and credit the Town in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Town procedures; and credit the Town in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the Town and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by the Town. 2 CFR, Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

29. Statement of Compliance

a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed,

national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

c. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

d. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

### 30. Debarment and Suspension Certification

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the Town.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by Caltrans.

31. Inspection of Work.

Consultant and any subconsultant shall permit the Town and the state to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

32. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

33. Disadvantaged Business Enterprises (DBE) Participation

[Reserved]

34. Notice

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

TOWN:  
Town of Colma  
1198 El Camino Real  
Colma, CA 94014  
Attn: Brian Dossey, City Manager

CONSULTANT:  
Fehr & Peers  
332 Pine Street, 4<sup>th</sup> Floor  
San Francisco, CA 94104  
Attn: Bob Grandy, Principal

and shall be effective upon receipt thereof.

35. 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.

36. 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.

37. Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

38. 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.

39. Severability

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

40. 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.

41. Non-Waiver

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

42. Time of Essence

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

43. Town's Right to Employ Other Consultants

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

44. Prohibited Interests

a. Contingent Fee

Consultant warrants by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, the Town has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. 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.

b. Conflict of Interest

1. Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Town construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Town construction project, which will follow.

2. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement.

3. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

4. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

c. Rebates, Kickbacks or Other Unlawful Consideration.

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Town employee. For breach or violation of this warranty, Town shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

d. Prohibition of Expending Town, State, or Federal Funds for Lobbying.

1. The Consultant certifies that to the best of his or her knowledge and belief that:

A. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", attached hereto as Exhibit "F" and incorporated herein by this reference, in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

45. Paper Waste Reduction Policy

Consultant shall utilize double-sided printing and recycled paper for all Project Documents, notices and correspondence placed on standard Letter sized paper (ANSI A - 8.5"x11") or equivalent whenever practicable. Consultant shall endeavor to utilize electronic correspondence in the performance of the Services, the Project and this Agreement except where written notice is expressly required under the terms of this Agreement in which case Consultant shall comply with the notice requirements set forth above.

46. Assignment

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.

47. Evaluation of Consultant

Consultant 's performance will be evaluated by the Town. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.



**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF COLMA  
AND FEHR & PEERS**

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

TOWN OF COLMA

FEHR & PEERS

By: \_\_\_\_\_  
Brian Dossey, City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christopher J. Diaz, City Attorney

**EXHIBIT "A"**  
**Scope of Services**

[INSERT SCOPE OF SERVICES]

# El Camino Real Bicycle and Pedestrian Improvement Plan

Prepared for

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Town of Colma

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February 20, 2019 (Revised March 18, 2019)

FEHR  PEERS

# Scope of Work

## Task 1. Project Initiation

### Task 1.1 Staff Coordination/Progress Meetings

We will participate in monthly half hour calls with Town staff to provide updates on work activity and milestones, as well as to discuss upcoming deliverables and outreach activities. Additionally, we will participate in six one-hour in-person meetings with Town staff, aligned with key project milestones.

Our project manager, **Dana Weissman**, will ensure that Town staff are updated and involved in key decisions throughout the project by way of the check-in calls and in-person meetings, as well as through emails and phone conversations, as needed.

### Task 1.2 Task 1.2 Project Kick-off Meeting

Fehr & Peers will facilitate an in-person, one-hour project kick-off meeting with key Town staff and Caltrans staff to initiate the project (distinct from the six in-person meetings with Town staff for project coordination). At this meeting, we will review with Caltrans and Town staff the final scope of work determined during the pre-contracting phase. Drawing on our experience with the Grand Boulevard Safe and Healthy Corridor Communities Studies, we will develop a flexible work flow under the terms of the Caltrans Sustainable Transportation Planning Grant framework. This will serve as the first opportunity to establish a shared vision between the Town and Caltrans, through a cohesive set of goals that will be refined through the first outreach phase.

We will also engage our Visual Communications Team to establish a branding template at the outset of the project, through the development of the first set of graphics under Task 1.3 (story maps). The branding template will be used for graphic deliverables throughout the project.

### Task 1.3 Identify Existing Conditions

#### REVIEW BACKGROUND STUDIES & PLANNING DOCUMENTS

Fehr & Peers will review the background studies and planning documents identified in the work directive scope of services to identify relevant parameters and goals for the visioning process. We will document key takeaways from each plan/study related to its impact or application to the study corridor. We will create a map of the locations and extents of planned streetscape or safety improvements that overlap with our study area. This will help provide context for the public and other stakeholders during the outreach stage, illustrating opportunities to expand and incorporate these improvements into our vision and design to create a consistent look and feel in the area.

#### GATHER DATA

We will collect and compile existing data along the corridor, including traffic counts, parking data, and relevant GIS layers.

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#### DATA COLLECTION (COMPILED BY FEHR & PEERS)

Fehr & Peers will collect a series of data that we see as critical for successful project execution.

One important set of data will be multimodal traffic volumes to understand the existing use of the corridor and to inform potential roadway reconfiguration alternatives developed in a later phase of the project. To the extent possible, we will use count data available from other recent projects and will only collect new counts where necessary. Prior to scheduling counts, we will confirm the locations and types of data collection with Town staff. We anticipate collecting the following:

- **Daily Hose Counts** – Daily volume, vehicle classification, and travel speeds for all vehicles over a 7-day period using pneumatic hoses at specific locations along the corridor.
- **Peak Period Multimodal Intersection Turning Movement Counts** – Weekday AM, weekday PM, and weekend midday peak period intersection turning movement counts at major intersections along the corridor.

In addition to the multimodal traffic volume counts, we will collect and compile the following data:

- On-street parking supply along the corridor, as well as weekday AM, weekday PM, and weekend midday peak periods
- Existing bicycle and pedestrian facilities along the corridor
- Field observations during weekday AM, weekday PM, and weekend midday peak periods along the corridor, including intersection operations, queuing, and multimodal behavioral patterns
- GIS layers with community demographics information to identify Communities of Concern, defined based on ATP guidelines (to supplement available layers from the Town)

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#### ADDITIONAL DATA ELEMENTS (AS AVAILABLE)

We will incorporate the following data into our base maps and other project graphics, as available from the Town, Caltrans, or SamTrans. These data would be helpful, but they are non-essential for successful project execution.

- Right of way limits (GIS or CAD format)
- As-builts or topographic survey within the study areas (CAD format)
- Transit GTFS files that show existing bus routes, stops, and headways; bus ridership by stop (geocoded)
- Other information in GIS format, including:
  - Roadway centerlines
  - Sidewalk inventory
  - Curb inventory
  - Lighting inventory
  - Land-use data, such as zoning files
  - Bike facilities (existing and proposed)

## **EVALUATE EXISTING CONDITIONS & RECOMMENDATIONS FROM BACKGROUND STUDIES**

Our Feasibility & Design Team will review existing pedestrian and bicycle infrastructure, as well as the proposed designs for intersections along El Camino Real from the *Systemic Safety Analysis Report (SSAR)* and the *Serramonte Boulevard and Collins Ave Master Plan*, to ensure feasibility, adequacy, and consistency with current design standards and best practices. We will evaluate compliance with ADA Accessibility Guidelines (ADAAG), Caltrans design standards, and Town design standards. In addition, for this task and throughout the development of the plan, we will reference a set of design guidelines for El Camino Real that we developed as part of the Grand Boulevard Safe and Healthy Corridor Communities Studies. These design guidelines include, among other elements, intersection guidelines for protected bike lanes. Finally, for this evaluation we will leverage our team's access to companywide expertise through the Complete Streets Design Group, which holds monthly design review meetings.

## **CREATE STORY MAPS**

With this information, we will create a series of story maps that illustrate existing conditions on the corridor, to be used for the final plan and outreach efforts. We envision creating four story maps, which have proven to be useful resources on previous corridor studies. We assume that four maps will be sufficient to illustrate the following existing conditions information, but we will prepare a fifth if needed for legibility:

- Project purpose
- Transportation facilities, adjacent land uses, and community demographics
- Existing travel conditions and constrains/opportunities
- Parking occupancy
- Background studies and plans

## **STATE OF THE CORRIDOR MEMORANDUM**

We will prepare a State of the Corridor memorandum to summarize the key takeaways from the existing conditions assessment. This memorandum will be brief and, to the extent possible, will include the information in a visual manner through a set of graphics or story maps to illustrate the context for each corridor and set the stage for the subsequent project work.

In the process of preparing this proposal, we completed an initial review of recent transportation studies in Colma (i.e. the *Systemic Safety Analysis Report (SSAR)* and the *Serramonte Boulevard and Collins Ave Master Plan*), selected local and regional plans (e.g. San Mateo County Comprehensive Bicycle and Pedestrian Master Plan, Caltrans District 4 Bicycle Plan), and collected a series of publicly available data to develop an initial El Camino Real State of the Corridor map.

## **DEVELOP BASE MAPS**

We will create a base map in CAD using high resolution aeriels and available as-builts to draw the locations of existing curb and gutter, striping, etc. to serve as the foundation for the conceptual improvement drawings developed during a later stage of the project.

## **Deliverables**

- Agendas and minutes for monthly calls and six in-person meetings with Town staff (Task 1.1)
- Kick-off meeting agenda, facilitation and minutes (Task 1.2)
- State of the Corridor memo, including (Task 1.3):

- Summary of background documents and planning studies relevant for the corridor
  - Summary of data collection findings
  - Evaluation of existing design conditions and feasibility assessment of the SSAR and the Serramonte Boulevard and Collins Ave Master Plan design recommendations
  - Four story maps documenting existing conditions, community demographics, and context for the corridor
- Base map of the corridor in CAD

## Task 2. Community Outreach

The Town of Colma's El Camino Real Bike and Pedestrian Improvement Plan must reflect the diverse voices of Colma and nearby communities. We will draw from our experience with the *Grand Boulevard Safe and Healthy Corridor Communities Studies*, the *Story-Keys Study*, and various other corridor studies to develop an outreach plan that combines in-person strategies with a robust online presence, all focused on an equitable approach.

In addition to the outreach activities specified in the RFP's scope of work (Tasks 2.1-2.3), we recommend the following enhancements to maximize participation and diversity of input strategies. Each of these enhancements will occur for every stage of outreach.

### **PUBLIC MEETING PROMOTION AND ADVERTISING**

To inform the community about upcoming opportunities to participate in the project, we will prepare announcements to be included in the Live Wire and distributed through the Town's existing social media channels. To reach community members who do not follow these channels, we will develop business cards with meeting dates and the project website URL and distribute them to local businesses, at the Colma and South San Francisco BART stations, at Sterling Park Rec Center, at the Colma Community Center, and at community events, such as the Colma and South San Francisco annual Streets Alive celebrations.

### **ONLINE OUTREACH**

Our partner EnviroIssues will create a robust project website to be used through all stages of the process, where interested community members may find updated information as the project progresses. Additionally, EnviroIssues will use its online public participation platform, participate.online (<https://participate.online>), which translates in-person outreach events into an online workshop format to engage people digitally anywhere and at any time. This platform emulates an in-person open house where participants can visit virtual "stations" to learn about a project and provide feedback along the way through embedded surveys or interactive maps. Online open house information also can be translated into multiple languages and optimized for accessibility to maximize the experience for people with disabilities.

### **STAKEHOLDER ENGAGEMENT**

We plan to conduct three meetings with the Technical Advisory Committee (TAC), one after each outreach phase, to ensure that key stakeholders, including Caltrans, are involved in the decision-making process throughout the project. We will use our experience on the *Grand Boulevard Safe and Healthy Corridor Communities Studies* to determine the most appropriate topics to cover during these meetings, taking advantage of the stakeholder collaboration time to identify multi-agency performance measures, shared concerns, and key design decisions. For each meeting, we will coordinate with attendees for scheduling, develop a plan (agenda and materials needed), facilitate the meeting, and provide meeting minutes.



In coordination with Town staff, we will determine the participants of the Technical Advisory Committee (TAC), which could include representation from the Town of Colma, the City Council, Caltrans, South San Francisco, Daly City, BART, SamTrans, Managers Mobility Partner, and the Silicon Valley Bike Coalition.

Each of the three phases of outreach will include participation in a City Council meeting, distinct from the three TAC meetings.

### **Task 2.1 Community Workshop #1 – Neighborhood-Based Workshops**

For this first stage of outreach, we will host two neighborhood-based workshops: one in the neighborhood at the north end of the town, near the Colma BART station, and one towards the south edge of the town. Each workshop will include an introduction to the project, an introduction to basic streetscape improvements concepts with the aid of a visual glossary, and a walking audit of a section of the corridor near the neighborhood meeting point. Participants will have the opportunity to learn about the project and provide input on current constraints and opportunities along the corridor.

Prior to the workshops, we will work with the Town to define a set of performance measures that align with local and regional goals. At the workshops, we will gather input from the community on which performance measures are most important to them and how they feel the corridor meets those measures. The same performance measures will be discussed at the first TAC meeting for stakeholders to weigh in as well.

EnviroIssues will provide an interactive webmap on the project website where community members can provide input on current constraints and opportunities. The website also will include a survey where community members can comment on the performance measures.

### **Task 2.2 Community Workshop #2 – Community Events Pop-Up Meetings**

During this second round of outreach, we will present the three design alternatives developed as part of Task 3.2, request input on the design elements, and generate feedback on the community's preferred alternative.

To “meet people where they are,” we will host a table at three community events: one in Colma, one in South San Francisco, and one in Daly City. Events in the spring or summer could include the Colma Super Bowl Party or summer concerts, national night out events, South City's Concert in the Park, local farmers' markets, or Daly City's summer kick-off or summer luau events. In the fall and winter, pop-up meetings could occur at the 280 Metro Center's Snow Day, winter/holiday events in Colma, Daly City, or South City, a City or Town council meeting, or at the Serra Center on a holiday shopping weekend.

In addition, to help reach business owners and employees, we will implement a business-focused meeting in Colma at a location such as Molloy's Tavern, which is near the corridor and central to many Colma businesses.

For this effort to be successful, it is critical that the ideas presented be communicated effectively. Our Visual Communications Team will prepare a series of graphics to help the public understand even the most complex streetscape design concepts. For each alternative, we will prepare plan view conceptual designs (Task 3.2) and 3D cross-section graphics, allowing the public to fully visualize the designs. We will prepare two cross-section graphics per alternative – one for the northern portion of the El Camino Real corridor and another for the southern portion of the El Camino Real corridor near the Mission Road “Y” intersection. Exact cross-section locations will be determined in coordination with Town staff through the project process.

To complement the in-person events, EnviroIssues will include on the project website a survey where community members may vote for their preferred alternative and provide further comments.

### **Task 2.3 Community Workshop #3 – Living Preview**

For the final phase of outreach, we will lead a “Living Preview” project installation at one intersection or one block of the corridor. The installation will demonstrate key design features of the preferred alternative design concept, as determined in Task 3.3, through a “tactical urbanism” approach which uses inexpensive materials and community support. Design features may include a separated bikeway, pedestrian improvements such as bulb-outs, or other improvements of interest to the community. We will use our experience working with Caltrans on the Living Preview in Redwood City during the *Grand Boulevard Safe and Healthy Corridor Communities Study* to determine what location and what design features would be best suited for the event, in coordination with the Town and Caltrans staff.

The Living Preview event also will serve as a pop-up workshop where the community may provide feedback on the preferred alternative design concept.

Through our experience implementing a Living Preview on El Camino Real in Redwood City, we will use our knowledge of the Caltrans permitting process to assist the Town with the planning process early and efficiently. In addition to finalizing the layout and materials for the temporary installation, our budget includes preparation of necessary materials for the required encroachment permit, such as route maps and traffic control plans, and assumes that the Town will complete and submit the completed Encroachment Permit Application and form. Well in advance of the event, we will work with Town staff to determine final assignments for planning the event; for example, the Town may prefer to have Town or Caltrans staff develop traffic control plans and use Fehr & Peers’ staff time to work on more focused advertising and coordination with the community.

On the project website, EnviroIssues will embed the preferred alternative design concept into a webmap, where community members can leave comments on specific features.

### **Deliverables**

- Project website and online tool (Tasks 2.1-2.3)
- Promotional materials for public meetings (Tasks 2.1-2.3)
- Support in convening of Technical Advisory Committee and facilitation of three TAC meetings, including scheduling, meeting agendas, meeting materials (e.g., brief project overview PowerPoint Presentation slides) and meeting minutes (Tasks 2.1-2.3)
- Brief presentation at three City Council meetings, including brief project overview PPT slides for first meeting (Tasks 2.1-2.3)
- Facilitation of Community Workshop #1 – Neighborhood-Based Workshops – and development of event materials, including boards, visual glossary, walking audit guides, and brief project overview PowerPoint Presentation slides (Task 2.1); photo documentation and summary of input
- Facilitation of Community Workshop #2 – Community Events & Business-Focused Pop-Up Meetings – and development of event materials, including boards and two 3D cross-section graphics per alternative (Task 2.2); photo documentation and summary of input

- Facilitation of Community Workshop #3 – Living Preview – and preparation of event materials, including boards, living preview materials, traffic control plans and permits, and staff time for set-up (Task 2.3); photo documentation and summary of input

## Task 3. Bicycle and Pedestrian Improvement Plan

### Task 3.1 Develop Bicycle and Pedestrian Improvement Design Concept

Fehr & Peers will summarize the fundamental needs and potential improvements for the corridor in a preliminary design concept graphic based on findings from the existing conditions assessment (Task 1.3) and input received during the first phase of community outreach (Task 2.1), including input from the TAC. We also will refine the performance measures for the corridor, which will guide the development of the design alternatives, based on input from the community and the TAC (Task 2.1).

### Task 3.2 Develop Conceptual Design Alternatives

Fehr & Peers will develop the preliminary improvement design concept into three design alternatives for the corridor, each illustrating two potential cross-sections (one for the north end and one for the south end of the corridor) and recommended bicycle and pedestrian improvements. We will evaluate the alternatives according to the performance measures refined in Task 3.1. The design alternatives and their tradeoffs, based on the performance measure evaluations, will be presented to the community during the second phase of outreach (Task 2.2). For this task, we recommend maintaining the design alternatives as concepts with high-level tradeoffs, thereby providing the appropriate high level of detail and context for this stage of the input-seeking and decision-making process.

### Task 3.3 Draft Bicycle and Pedestrian Improvement Plan

Fehr & Peers will work with Town staff to identify a preferred alternative based on guidance from the TAC and feedback from the second phase of outreach (Task 2.2). We will develop a conceptual design plan of the preferred alternative using AutoCAD software (CAD) with a conceptual color template. The plan will be in a format that may easily be refined and modified to develop subsequent design plans in the next phase of the project after this contract.

If a topographic survey and right-of-way mapping are not available from the data provided by others in Task 1.3, we will develop the conceptual design plan of the preferred alternative over a traced aerial, using the aerial base map from Task 1.3. We will include locations of the proposed streetscape and green infrastructure changes through colored patterns/hatching in CAD.

As part of this task, Fehr & Peers also will develop a detailed concept design of the two intersections identified as high risk in the Town's recent SSAR: Collins Avenue and Mission Road. The detailed designs will consider the feasibility assessment conducted for Task 1.3 and input from the community during the first two phases of outreach.

Fehr & Peers will develop a preliminary construction cost estimate for the preferred design alternative. As part of the Fehr & Peers DG efforts, we have developed a planning-level cost-estimating tool that has been reviewed and vetted by experts from across the company and has been designed specifically for these types of applications.

Finally, Fehr & Peers will prepare a Draft Bicycle and Pedestrian Improvement Plan focused on the concept design drawings and outlining a realistic implementation plan, incorporating previous deliverables into the appendices (state of corridor memo, outreach results).

### **Task 3.4 Joint Coordination with Caltrans**

Caltrans will be involved from the kick-off meeting, through the decision-making process, and to the final design. In addition to the kick-off meeting, six in-person meetings with Town staff, three TAC meetings and four City Council meetings, we will organize two meetings with Caltrans at the District office. We have a strong working relationship with Caltrans staff through longstanding relationships, and we have a clear understanding of specific needs and processes unique to Caltrans through our work on projects such as the *Grand Boulevard Safe and Healthy Corridor Communities Studies* and the *San Pablo Avenue Multimodal Corridor Study*.

We recommend that the first meeting with Caltrans be held after the second round of public outreach to present the three alternatives and identify Caltrans' preferred option. This meeting will occur before the TAC and Council meetings so that the team, including Town staff, may understand Caltrans' needs and preferences before presenting alternatives to the larger group of stakeholders.

The second meeting with Caltrans will occur after the draft plan has been developed, potentially the same day as the final TAC meeting, to review the concept plans closely with Caltrans staff and discuss design feasibility. The purpose of this meeting will be to identify design refinements based on Caltrans feedback and develop a draft list of anticipated design exceptions requiring future Caltrans approval. The final list of design exceptions will be included as part of the final plan in Task 3.6.

### **Task 3.5 Identify Potential Funding Sources**

Our Feasibility & Design Team members will utilize their experience on recent studies such as the Grand Boulevard Safe and Healthy Corridor Communities Studies and the Bancroft Protected Bikeway to refine the preliminary cost estimate from Task 3.3, and will provide a reliable and context-based cost estimate for implementation of the plan. The cost estimate will include project administration, preparation of plans, specifications and estimates, mobilization, traffic control, construction costs and contingency. We typically account for these as percentages of the overall construction costs.

Carrie Modi, lead of the Planning & Outreach pillar, is our grants expert and will develop a list of potential funding sources tailored to this project.

We will include the cost estimates and potential funding sources in a section of the plan.

### **Task 3.6 Final Bicycle and Pedestrian Improvement Plan**

Fehr & Peers will develop a final Bicycle and Pedestrian Improvement Plan for El Camino Real. The final version will address community input from the third round of outreach (Task 2.3) and Caltrans' comments from the design review meeting (Task 3.4).

Our Visual Communications Team will ensure that the final plan is consistent with the project branding developed at the onset of the project.

### Task 3.7 City Council Adoption

Fehr & Peers will present the Final El Camino Real Bicycle and Pedestrian Improvement Plan at the fourth and final City Council meeting and will address any critical issues to aid in the adoption of the plan.

#### Deliverables

- Graphic summarizing public and stakeholder input on the corridor from Task 2.1 (Task 3.1)
- Three design concept alternatives with cross sections (two per alternative) and 3D illustrations (Task 3.2)
- Draft El Camino Real Bicycle and Pedestrian Improvement Plan with preferred design alternative (Task 3.3)
- Facilitation and preparation of materials for two Caltrans meetings, as well as meeting notes (Task 3.4)
- Summary of planning-level cost estimates and funding sources to be included in the plan (Task 3.5)
- Final El Camino Real Bicycle and Pedestrian Improvement Plan: 10 hard copies and one electronic copy (Task 3.6)
- Participation in City Council meeting for adoption of Final Plan (Task 3.7)

## EXHIBIT "B"

### Schedule of Charges/Payments

#### **[INSERT APPROVED COST PROPOSAL FOR CONSULTANT AND SEPARATE COST PROPOSALS FOR EACH SUBCONSULANT]**

For the satisfactory performance and completion of the Services under this Agreement, Town will pay Consultant compensation as set forth herein.

#### 1. INVOICING

Consultant shall submit invoices in accordance with the following requirements:

##### 1.1 GENERAL REQUIREMENTS

- 1.1.1 Consultant shall prepare invoices on a monthly basis for each complete calendar month. Invoices shall be submitted as soon as possible, but no later than forty-five (45) calendar days after month's end.
- 1.1.2 Charges shall be billed in accordance with the terms and rates included herein.
- 1.1.3 Base services and additional services shall be charged separately, and the charges for each task listed in Exhibit A, Scope of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.
- 1.1.4 Each invoice submittal should bear the following identification:
  - 1.1.4.1 Town's Agreement number.
  - 1.1.4.2 Town's Purchase Order number.
  - 1.1.4.3 The sequential billing number under the Agreement (1, 2, 3, etc.).
  - 1.1.4.4 Consultant's internal invoice number.
  - 1.1.4.5 Date of invoice.
  - 1.1.4.6 Calendar period covered by invoice.
  - 1.1.4.7 Name and phone for Point of Contact for invoice inquiries.

1.1.4.8 Remittance Address

1.1.5 The invoice submittal should bear the following certification signed by an officer of the firm:

“I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.”

Signed

Title \_\_\_\_\_

Date \_\_\_\_\_

Invoice No. \_\_\_\_\_

1.1.6 The invoice submittal shall consist of the following:

1.1.6.1 A transmittal letter, stating the period covered and briefly highlighting overall project status and any significant scope, schedule or budget issues.

1.1.6.2 Monthly progress report.

1.1.6.3 Invoice as outlined and specified in paragraph 1.1.4 above.

1.1.7 Invoices furnished by Consultant under this Agreement must be submitted on Consultant letterhead, specify Consultant’s address for purposes of payment delivery, and be in a form acceptable to Town.

1.1.8 In addition to a paper copy of the invoice submittal, at Town’s request, Consultant will also submit an electronic version in .pdf format of the invoice and the items identified in paragraph 1.1.6 above.

2. PAYMENT

2.1 Payment will be made in accordance with Section 2 of the Agreement and this Exhibit “B.”

2.2 The total amount payable by Town shall not exceed Total Compensation shown under Section 2 of this Agreement.

**[INSERT EXHIBIT 10-H1 COST PROPOSAL FROM CHAPTER 10 – LOCAL ASSISTANCE  
PROCEDURE MANUAL]**





**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours #REF!)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$55,607.99	1,239		\$44.88	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$44.88	+	3.50%	=	\$46.45	Year 2 Avg Hourly Rate
Year 2	\$46.45	+	3.50%	=	\$48.08	Year 3 Avg Hourly Rate
Year 3	\$48.08	+	3.50%	=	\$49.76	Year 4 Avg Hourly Rate
Year 4	\$49.76	+	3.50%	=	\$51.50	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	1239.0	=	247.8	Estimated Hours Year 1
Year 2	70.00%	*	1239.0	=	867.3	Estimated Hours Year 2
Year 3	10.00%	*	1239.0	=	123.9	Estimated Hours Year 3
Year 4		*	1239.0	=		Estimated Hours Year 4
Year 5		*	1239.0	=		Estimated Hours Year 5
Total	100%		Total	=	1239.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$44.88	*	247.8	=	\$11,121.60	Estimated Hours Year 1
Year 2	\$46.45	*	867.3	=	\$40,287.99	Estimated Hours Year 2
Year 3	\$48.08	*	123.9	=	\$5,956.87	Estimated Hours Year 3
Year 4	\$49.76	*		=		Estimated Hours Year 4
Year 5	\$51.50	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$57,366.45	
	Direct Labor Subtotal before Escalation			=	\$55,607.99	
	Estimated total of Direct Labor Salary Increase			=	<b>\$1,758.46</b>	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Bob Grandy Title\*: San Francisco Office Principal-in-Charge  
 Signature:  Date of Certification (mm/dd/yyyy): 3/27/2019  
 Email: b.grandy@fehrrandpeers.com Phone Number: (415) 426-2520  
 Address: 332 Pine Street, 4th Floor, San Francisco, CA 94104

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Transportation planning and engineering
---



**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours #REF!)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$7,072.10	163		\$43.39	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.39	+	3.00%	=	\$44.69	Year 2 Avg Hourly Rate
Year 2	\$44.69	+	3.00%	=	\$46.03	Year 3 Avg Hourly Rate
Year 3	\$46.03	+	3.00%	=	\$47.41	Year 4 Avg Hourly Rate
Year 4	\$47.41	+	3.00%	=	\$48.83	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	*	163.0	=	97.8	Estimated Hours Year 1
Year 2	40.00%	*	163.0	=	65.2	Estimated Hours Year 2
Year 3		*	163.0	=		Estimated Hours Year 3
Year 4		*	163.0	=		Estimated Hours Year 4
Year 5		*	163.0	=		Estimated Hours Year 5
Total	100%		Total	=	163.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.39	*	97.8	=	\$4,243.26	Estimated Hours Year 1
Year 2	\$44.69	*	65.2	=	\$2,913.70	Estimated Hours Year 2
Year 3	\$46.03	*		=		Estimated Hours Year 3
Year 4	\$47.41	*		=		Estimated Hours Year 4
Year 5	\$48.83	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$7,156.96	
	Direct Labor Subtotal before Escalation			=	\$7,072.10	
	Estimated total of Direct Labor Salary Increase			=	<b>\$84.87</b>	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Amy Grotefendt Title\*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 3/27/2019

Email: [agrotefendt@enviroissues.com](mailto:agrotefendt@enviroissues.com) Phone Number: 206.269.5041

Address: 101 Stewart St., Suite 1200 Seattle WA 98101

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EnviroIssues will provide community outreach and facilitation support.

**Fee Proposal for El Camino Real Bicycle and Pedestrian Improvement Plan**

March 27, 2019

	Fehr & Peers (Prime)								Fehr & Peers			EnvirolIssues (Subconsultant)				EnvirolIssues			Total Costs		
	Project Manager Dana Weissman \$167.95	Principal Bob Grandy \$367.37	Associate Geoff Rubendall \$212.92	Senior Engineer Kendra Rowley \$146.96	Associate Carrie Modi \$169.45	Engineer Ingrid Ballús Armet \$133.46	Planner Thao Nguyen \$113.96	AutoCAD Operator, Designer \$139.82	Labor Hours	Direct Costs	Fehr & Peers Total	Senior Associate Katie DeLeuw \$153.58	Associate Alison Brown \$98.52	Web Developer \$113.01	Graphic Designer \$130.45	Labor Hours	Direct Costs	EnvirolIssues Total			
10-H Billing Rate																					
<b>Tasks</b>																					
<b>Task 1 - Project Initiation</b>																					
1.1 Staff Coordination/Progress Meetings		72			8			84	20		184				13				\$1,997	\$28,754	
1.2 Project Kick-off Meeting		6						6			12						0		\$0	\$1,808	
1.3 Identify Existing Conditions		10	1	12	10			40	24	30	127	\$3,000				0		\$0	\$21,338		
<b>Task 2 - Community Outreach</b>																					
2.1 Community Workshop #1		12	1		8	10		34		10	75	\$300		20	20	28	5	73	\$400	\$9,259	\$20,747
2.2 Community Workshop #2		12	1		8	10		36		10	77	\$383		22	15	10	0	47	\$100	\$6,087	\$17,925
2.3 Community Workshop #3		12	1	4	8	10		42	20	10	107	\$500		10	10	10	0	30		\$3,651	\$19,538
<b>Task 3 - Bicycle and Pedestrian Improvement Plan</b>																					
3.1 Develop Bicycle and Pedestrian Improvement Design Concept		4	1	2	2	6		20	30	30	95						0		\$0	\$13,058	
3.2 Develop Conceptual Design Alternatives		8		10	16			40	100	30	204						0		\$0	\$26,753	
3.3 Draft Bicycle and Pedestrian Improvement Plan		12	3	2	16			30	84	15	162						0		\$0	\$21,568	
3.4 Joint Coordination with Caltrans		14			4			16			34						0		\$0	\$5,075	
3.5 Identify Potential Funding Sources		4		4	4			12	46		70						0		\$0	\$8,955	
3.6 Final Bicycle and Pedestrian Improvement Plan		12		2	6			10	16	30	76	\$500					0		\$0	\$11,176	
3.7 City Council Adoption		8						8			16						0		\$0	\$2,411	
<b>Total for all Tasks</b>		<b>186</b>	<b>8</b>	<b>36</b>	<b>90</b>	<b>36</b>	<b>378</b>	<b>340</b>	<b>165</b>		<b>1,239</b>	<b>\$4,683</b>	<b>\$178,116</b>	<b>65</b>	<b>45</b>	<b>48</b>	<b>5</b>	<b>163</b>	<b>\$500</b>	<b>\$20,993</b>	<b>\$199,108</b>

**Notes:**

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Direct costs include mileage/travel, materials, and reproduction charges.

**EXHIBIT "C"**

**Activity Schedule**

[INSERT ACTIVITY SCHEDULE]





# Project Timeline


## El Camino Real Pedestrian Bicycle and Pedestrian Improvement Plan


March 22, 2019


Task #	Task Title	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21
<b>1 Project Initiation</b>																								
1.1	Staff Coordination/Progress Meetings				★			★			★			★			★				★			
1.2	Project Kick-off Meeting																							
1.3	Identify Existing Conditions																							
<b>2 Public Outreach</b>																								
2.1	Community Workshop #1							★	★															
2.2	Community Workshop #2													★	★									
2.3	Community Workshop #3																							
<b>3 Bicycle and Pedestrian Improvement Plan</b>																								
3.1	Develop Bike & Ped Improvement Design Concept																							
3.2	Develop Conceptual Design Alternatives																							
3.3	Draft Bicycle and Pedestrian Improvement Plan																							
3.4	Joint Coordination with Caltrans																							
3.5	Identify Potential Funding Sources																							
3.6	Final Bicycle and Pedestrian Improvement Plan																							
3.7	City Council Adoption																							

 F&P working period

 Town review period

 In-person meeting with Town (6)

 TAC meeting (3)

 Caltrans meeting (2)

 Council meeting (4)

**EXHIBIT "D"**  
**SUSTAINABLE COMMUNITIES GRANTS (STATE – SB1)**  
**RESTRICTED GRANT AGREEMENT**

**[ATTACHED]**

**SUSTAINABLE COMMUNITIES  
GRANTS (STATE – SB 1)**

**RESTRICTED GRANT  
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **Town of Colma**, hereinafter referred to as **AGENCY**, will commence on **October 1, 2018**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2021**.

**RECITALS**

1. Under this RGA, and pursuant to Budget Act Line Item 2660-102-3290, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

NOW, THEREFORE, based upon the terms, covenants and conditions of this RGA, the parties agree as follows:

**SECTION I**

**AGENCY AGREES:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**SECTION II**

**CALTRANS AGREES:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS's** budget and (b) for the purpose of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.
2. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (**Attachment I**), Scope of Work and Project timeline (**Attachment II**), and Grant Application Guide, available at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, and funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the “**El Camino Real Bicycle and Pedestrian Improvement**,” hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Application Guide.

California Government Code Section 14460(a)(1) provides: “The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department.”

In case of conflict between any applicable Federal, State and Local laws, regulations, and ordinances, and/or any applicable policies, procedures or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this Agreement shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any federal funds.

6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
Road Maintenance and Rehabilitation Account (RMRA)	State (SB-1)	\$199,192.00
LOCAL MATCH	Agency Provided	\$25,808.00
	<b>Total Project Costs</b>	<b>\$225,000.00</b>

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops.Cal.Atty.Gen. 586 (1975), 63 Ops.Cal.Atty.Gen. 290 (1980), 74 Ops.Cal.Atty.Gen. 10 (1991), and 88 Ops.Cal.Atty.Gen. 56.

8. Notification of Parties

- a. **AGENCY's** Project Manager for PROJECT is Abdulkader Hashem.
- b. **CALTRANS's** Contract Manager is Elliot Goodrich, "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**Town of Colma**

Attention: Abdulkader Hashem, Grantee Project Manager,  
Associate Engineer  
Phone Number: (650) 757-8888  
Email: ahashem@colma.ca.gov  
1188 El Camino Real  
Colma, CA 94014

**California Department of Transportation**

District 4, Planning  
Attention: Elliot Goodrich, Contract Manager  
Phone Number: (510) 286-7227  
Email: Elliot.goodrich@dot.ca.gov  
111 Grand Ave, MS 10D  
Oakland, CA 94612

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **October 1, 2018**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2021**.

- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

#### **10. Changes in Terms/Amendments**

This RGA may only be amended or modified by mutual written agreement of the parties.

#### **11. Cost Limitation**

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$199,192.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

#### **12. Termination**

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

#### **13. Budget Contingency Clause**

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this Agreement and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either

terminate this Agreement with no liability occurring to **CALTRANS**, or offer a RGA Amendment to **AGENCY** to reflect the reduced amount.

#### **14. Payment and Invoicing**

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this Agreement and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this Agreement and in the performance of the Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub- recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm)  
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III – Notification of Parties, Item 8.c**.
- e. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each

employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.

- 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III – Termination, Item 12**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, and submit the Project's Final Product(s) as defined in **Attachment II** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

#### **15. Local Match Funds**

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of



Regional Planning (ORP) website:

<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

## **16. Cost Principles**

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

## **17. Americans with Disabilities Act**

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**18. Indemnification**

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its sub-recipients, or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY**, shall fully defend, indemnify and save harmless **CALTRANS** and all of **CALTRANS's** officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this RGA.

**19. Nondiscrimination Clause (2 CCR 11105 Clause b)**

- a. During the performance of this RGA, the **AGENCY**, its contractors, its sub-recipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in

turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

## **20. Retention of Records/Audits**

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to GC Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application

forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA Agreement shall contain all the provisions of this article.

## **21. Disputes**

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS's** final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

## **22. Third-Party Contracts**

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by **CALTRANS** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 22, Third Party Contracts. The LAPM can be found and the following link: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients,

contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.

- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub-recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors and subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the sub-recipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

### **23. Drug-Free Workplace Certification**

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(a)(2) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(a)(3), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free policy statement.
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

#### **24. Relationship of Parties**

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

#### **25. State-Owned Data**

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

**26. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to and not a limitation of the **AGENCY's** indemnification obligations contained elsewhere in this Agreement, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, sub-recipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, sub-recipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, sub-recipients, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents, and/or employees.

**27. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if **AGENCY** generates four (4) cubic yards of organic waste per week the **AGENCY** shall arrange for organic waste recycling services. "Organic waste" means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

The **AGENCY** shall take at least one of the following actions:

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

When applicable, **AGENCY** must comply with these provisions.

**28. Project Close Out/Final Product**

- a. **AGENCY** will provide two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

**29. OWNERSHIP OF PROPRIETARY PROPERTY**

a. **Definitions**

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this Agreement including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this Agreement. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY** and/or **AGENCY's** contractor, subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or sub-recipient and/or the **AGENCY's** contractor, subcontractor and/or sub-recipient's employees with one or more employees of **CALTRANS**, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of **Work** issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Ownership of Work Product**: Except in regard to **Pre-existing Works**, all Work Product derived by the Work performed by the **AGENCY**, its employees or by any of the **AGENCY's** contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by **CALTRANS** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or sub-recipient for **CALTRANS**. **CALTRANS** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the **Work Product** was produced, followed by the words "California



Department of Transportation. All Rights Reserved" For example, a **Work Product** created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

- 2) **Vesting of Copyright Rights:** **AGENCY**, its employees and all of **AGENCY's** contractor's, subcontractor's and sub-recipient's employees agrees to perpetually assign, and upon creation of each **Work Product** automatically assigns, to **CALTRANS**, its successors and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor and/or sub-recipient from **CALTRANS**. From time to time upon **CALTRANS's** request, the **AGENCY's** contractor, subcontractor, and/or sub-recipients and/or its/their employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as **CALTRANS** may request. **CALTRANS**, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **INVENTIONS**

- 1) **Vesting of Patent Ownership:** The **AGENCY**, its employees and all **AGENCY's** contractors, subcontractors and sub-recipients hereby agrees to assign to **CALTRANS**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain **CALTRANS's** property regardless of whether such protection is sought. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees and/or **AGENCY's** contractor, subcontractor and/or sub-recipient believes to be new or different. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall, upon **CALTRANS's** request and at **CALTRANS's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS**, and shall sign all such applications over to **CALTRANS**, its successors, and assigns. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall give **CALTRANS** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** may consider necessary or appropriate to carry out the intent on this Agreement.

- 2) **Agency:** In the event that **CALTRANS** is unable for any reason whatsoever to secure the **AGENCY's**, its employees and/or **AGENCY's** contractor's, subcontractor's and/or sub-recipient's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees and **AGENCY's** contractor, subcontractor, and sub-recipient hereby irrevocably designates and appoints **CALTRANS** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees and **AGENCY's** contractor's, subcontractor's, and/ sub-recipient behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient. **CALTRANS** shall have no obligations to file any copyright, trademark or patent applications.
- d. **ADDITIONAL PROVISIONS**
- 1) **Avoidance of infringement:** In performing services under this Agreement, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any **Work** under this Agreement, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** acknowledges that all **Work Product** shall be the sole and exclusive property of **CALTRANS**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the Agreement but utilized in connection with the Agreement (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this Agreement and hereby grants to **CALTRANS** a non-exclusive, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Sub-recipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, sub-recipients, and service vendors (hereinafter "**AGENCY's Contractor/ Subcontractor/Sub-recipient**") providing services under this Agreement to conform to the provisions of this Exhibit. In performing services under this Agreement, **AGENCY's Contractor/Subcontractor/Sub-recipient** shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Sub-recipient** becomes aware of any such possible infringement in the course of performing any **Work** under this Agreement, **AGENCY's Contractor/Subcontractor/Sub-recipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** shall then immediately notify **CALTRANS** in writing.

e. **OWNERSHIP OF DATA**

- 1) Upon completion of all Work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in **CALTRANS** and no further agreement will be necessary to transfer ownership to **CALTRANS**. The **AGENCY** shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by **AGENCY** under this Agreement; further, **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**.
- 4) Any sub-agreement in excess of \$25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.

**SECTION IV**

**ATTACHMENTS:**

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**TOWN OF COLMA**

By: *Carla Briseno*  
Printed Name: ~~Kathleen Stonetakai~~  
CARLA BRISENO Contract Officer

Title: Contract Officer

Date: *9/26/18*

By: *RM*  
Printed Name: *Brian Rossy*

Title: *City Manager*

Date: *9/13/18*

By: *Caitlin Corley*  
Printed Name: *Caitlin Corley*

Title: *City Clerk*

Date: *9/13/18*

By:

Printed Name:

Title:

Date:

**RESOLUTION NO. 2018-31  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH  
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE EL CAMINO REAL  
BICYCLE AND PEDESTRIAN IMPROVEMENT PLAN AND AMENDING THE TOWN'S  
2018-2019 CAPITAL IMPROVEMENT PLAN**

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

**1. Background**

- a) The Town is eligible to receive federal and/or state funding for certain transportation planning related plans, through the California Department of Transportation.
- b) Town staff would like to use such funding for the El Camino Real Bicycle and Pedestrian and Improvement Plan (the "Plan").
- c) The Restricted Grant Agreement needs to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs for the Plan.
- d) The Town of Colma wishes to delegate authorization to execute these agreements and any amendments thereto to allow for funding of the Plan.
- e) Further, if these agreements are executed to fund the Plan, Town staff would also like to amend the Town's 2018-2019 Capital Improvement Plan to include the El Camino Real Bicycle and Pedestrian and Improvement Plan.

**2. Order**

- a) The City Council does hereby authorize the City Manager, or his designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation, subject to review by the City Attorney, to allow for funding of the Plan.
- b) The City Council does hereby amend the Town's 2018-2019 Capital Improvement Plan to include the El Camino Real Bicycle and Pedestrian and Improvement Plan.

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**Certification of Adoption**

I certify that the foregoing Resolution No. 2018-31 was duly adopted at a regular meeting of the City Council of the Town of Colma held on July 11, 2018, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel "Rae" Gonzalez, Mayor	X				
Joanne F. del Rosario	X				
John Irish Goodwin	X				
Diana Colvin	X				
Helen Fisicaro	X				
<i>Voting Tally</i>	5	0			

Dated 7/11/18

Raquel P. Gonzalez  
 Raquel "Rae" Gonzalez, Mayor

Attest: Caitlin Corley  
 Caitlin Corley, City Clerk

**EXHIBIT "E"**

**Disadvantaged Business Enterprises (DBE) Participation**

**[RESERVED]**

**EXHIBIT "F"**

**Disclosure of Lobbying Activities**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <u>Bob Grandy</u> Print Name: <u>Bob Grandy</u> Title: <u>Principal</u> Telephone No.: <u>415-348-0300</u> Date: <u>3/19/19</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL	



EXHIBIT "F"

Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity (If individual, last name, first name, MI)

11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

\$ actual planned

14. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify

13. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature Value

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Diane Adams
Print Name: Diane Adams
Title: Principal
Telephone No.: 206.269.5041 Date: 3.20.19

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Standard Form - LLL

Federal Use Only:





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Cynthia Morquecho, Recreation Manager  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 10, 2019  
 SUBJECT: Salary Schedule Adjustment for Recreation Leader and Facility Attendant

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## RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION INCREASING SALARIES FOR RECREATION LEADER POSITIONS, AND  
 INCREASING SALARIES FOR FACILITY ATTENDANT POSITIONS.

## EXECUTIVE SUMMARY

Recent salary surveys show that Recreation Leader and Facility Attendants' hourly wages were below the San Mateo County average for similar positions. Staff has seen a significant drop off in the number of applicants for Recreation Leader and Facility Attendant positions and has lost staff to higher paying jobs.

To ensure the Department attracts and retains top talent, functions at a high level and continues to offer programs and services for all populations, Staff recommends that the City Council adopt a resolution increasing salaries for Recreation Leader and Facility Attendant positions.

## FISCAL IMPACT

The proposed wages are estimated to increase the Recreation Services Department part-time salaries to \$196,000 or approximately \$6,000 over budget; however, the overage can be absorbed by the Department's full-time staff budget due to a two-month vacancy in the Recreation Manager position in fiscal year 2018-19.

In fiscal year 2019-20 staff anticipates an increase of \$20,000 in part-time salaries due to the proposed increase in hourly wages.

## BACKGROUND

On April 4, 2016, California Governor Jerry Brown signed legislation (SB 3, Leno) which will raise California's minimum wage in increments of \$1 each year until it reaches \$15 per hour by

2022. In September of 2018, Council adopted a resolution complying with State Law and increased the Part Time Recreation Staff wages to meet minimum wage standards.

Even though the Town is meeting the States minimum wage standard, the Recreation Department has struggled to recruit and retain top talent. Recently, Staff reviewed the salary schedules of other cities in San Mateo County as well as local businesses, and discovered the Town was once again below the hourly wage average for similar positions. Therefore, staff is recommending an adjustment to the part-time Recreation department salary schedule.

## **ANALYSIS**

The proposed pay ranges for the Recreation Leader & Facility Attendant positions are in alignment with the salary ranges for the same positions within San Mateo County as well as local businesses. Please see below for the proposed salary schedule.

	Step I	Step II	Step III	Step IV
Recreation Leader	13.00	13.65	14.33	15.06
Senior Recreation Leader	16.46	17.28	18.14	19.05
Facility Attendant	16.46	17.28	18.14	19.05

Staff recommends the proposed salary increase in an effort to stay ahead of the County averages, and to have an advantage in recruiting and retaining key part-time staff.

## **Council Adopted Values**

Adoption of the attached resolution is the *fair* course of action because the City Council will be bringing the salaries for these two positions in alignment with similar positions in San Mateo County. Adoption of the resolution is also the *responsible* course of action because the Council has considered the long term fiscal implications of this decision and the importance of attracting and retaining staff at all levels.

## **Alternatives**

The Council could choose to not adopt the proposed resolution, or to request modifications to the proposed salary ranges. Doing so is not recommended, however, because the salary ranges are based on comparable entities within San Mateo County.

## **CONCLUSION**

Staff recommends adoption of the attached resolution.

## **ATTACHMENTS**

- A. Resolution

**RESOLUTION NO. 2019-XX  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION INCREASING SALARIES FOR RECREATION LEADER POSITIONS, AND  
INCREASING SALARIES FOR FACILITY ATTENDANT POSITIONS**

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

**1. Background.**

- (a) In September 2018, the City Council adopted Resolution No. 2018-41 to provide salary increases for part-time recreation staff in order to meet state minimum wage standards, and to continually adjust salaries on an annual basis to ensure continued compliance with the state minimum wage law.
- (b) Despite the adjustment, the Town continues to struggle to attract and retain top talent for part-time recreation staff positions.
- (c) Staff reviewed the salary schedules of similar positions in other cities and local businesses in the County of San Mateo, and found that the Town's pay ranges are below the hourly wage average for similar positions in the County.
- (d) The City Manager is now recommending that the City Council approve salary increases for recreation leader position and facility attendant positions as provided for in this Resolution.

**2. Salary Scale for Part-Time Recreation Staff (including Recreation Leader, Senior Recreation Leader, and Facility Attendant).**

- (a) The Town shall pay the respective hourly salaries shown below, with the City Manager determining the appropriate step in accordance with Subchapter 3.02 of the Colma Administrative Code relating to Employment:

	Step I	Step II	Step III	Step IV
Recreation Leader	13.00	13.65	14.33	15.06
Senior Recreation Leader	16.46	17.28	18.14	19.05
Facility Attendant	16.46	17.28	18.14	19.05

**3. Salary Schedule Adopted.**

- (a) The City Council hereby directs staff to amend the pay or salary schedule to memorialize the changes proposed by this Resolution, with the applicable pay or salary for each position listed, in compliance with Title 2 of the California Code of Regulations Section 570.5.

- 4. No Contract.** Nothing herein shall be construed as a contract with any employee, and the City Council shall have the discretion to modify the respective salaries in accordance with any applicable state or local provisions.

**5. Effective Date.** This resolution shall become effective upon adoption.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2019-XX was duly adopted at a regular meeting of said City Council held on April 10, 2019 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne F. del Rosario, Mayor

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



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brian Dossey, City Manager  
 MEETING DATE: April 10, 2019  
 SUBJECT: Approval of MOUs and Cost of Living Increases

---

## RECOMMENDATION

Staff recommends that the City Council adopt the following Resolutions:

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF COLMA AND THE COLMA PEACE OFFICERS ASSOCIATION FOR THE PERIOD OF APRIL 7, 2019 TO JUNE 30, 2022;

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF COLMA AND THE COLMA POLICE COMMUNICATION/RECORDS ASSOCIATION FOR THE PERIOD OF April 7, 2019 TO JUNE 30, 2022; and,

RESOLUTION APPROVING COST OF LIVING SALARY INCREASES FOR CERTAIN UNREPRESENTED EMPLOYEES AND MODIFYING THE TOWN'S SALARY SCHEDULE

RESOLUTION AMENDING SUBCHAPTER 3.02 AND 3.06 OF THE COLMA ADMINISTRATIVE CODE, RELATING TO RETENTION PAY AND SICK LEAVE CONVERSION

## EXECUTIVE SUMMARY

The attached resolutions: (1) approve the memorandum of understanding (MOU) between the Town and the Colma Peace Officers Association; (2) approve the MOU between the Town and Colma Police Communications/Record Association; (3) approve cost of living increases for certain unrepresented employees; and (4) amend the Colma Administrative Code to establish retention pay for unrepresented employees. As discussed by the City Council throughout the course of negotiations, the general parameters of the MOUs are as follows:

1. Two percent pay increases every six months for all affected employees for the duration of the MOUs (April 7, 2019 through June 30, 2022). Two percent pay increase for July 1, 2021 and January 1, 2022 are contingent on FY2021-22 revenue projections exceeding operational expenditures for the FY2021-22 Budget.

2. 2.5% retention pay salary increase for 10 years of service and 2.5% retention pay salary increase for 20 years of service.
3. A modification to the Town's existing sick leave payout option upon retirement. New employees hired after July 1, 2019 will be able to convert their accrued unused sick leave to additional CALPers service credit; however, the accrued unused sick leave will have no cash value.

## **FISCAL IMPACT**

The approval of the attached resolutions will increase Town salaries and benefits by a cost of approximately \$894,063 over the life of the MOUs and Unrepresented employees. This amount has been calculated into the Town's long term financial forecast and can be accommodated. The Town will see significant long term savings from the modifications to the Town-wide accrued unused sick leave policy changes.

## **BACKGROUND**

The Town's MOUs with the Peace Officers Association and the Dispatch/Records Association is scheduled to expire on June 30, 2019. Upon direction from the City Council, the City Manager and the Town's labor negotiator were directed to begin labor negotiations prior to the expiration on the existing contract in an effort to complete negotiations prior to the June 30, 2019 contract expiration. Negotiations on the successor agreement with each association began in February and due to both sides working diligently together, an agreement has been reached. The results of the negotiations, which are governed by the Meyers Milias Brown Act (a State law that requires specific actions related to public employee negotiations), are now presented to Council for approval in the form of the two MOUs, Administrative Code changes, and salary schedule modifications.

Upon conclusion of the negotiations with the POA and Dispatchers Group, the City Council directed the City Manager to implement the same salary & benefit changes or "me too" clause for the unrepresented employees.

## **ANALYSIS**

Living and working in the Bay Area has become increasingly challenging over the past several years, and recruiting and retaining employees has been difficult with the unemployment rate for the San Francisco Bay Area at 2.9%.<sup>1</sup> Because of this, the City Council directed staff to begin labor negotiations prior to the expiration of the existing contract. The City Council wanted to address concerns regarding existing employees ability to make a living wage for their families and retention of employees for their commitment to the Town, rewarding them for their years of service.

A key issue Town Staff and the City Council wanted to address during negotiations was how to safeguard the Town's long term financial picture by controlling cash payout benefits upon retirement, specifically the paying out of accrued unused sick leave. If the MOUs and changes to the Administrative Code are approved, all new hires (as of July 1, 2019) are no longer eligible

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<sup>1</sup> Bureau of Labor Statistics January 2019



for sick leave payout upon retirement. Employees hired after July 1, 2019 will still be able to apply their accrued unused sick leave towards CALPers service credit.

Through the course of negotiations, the City Council came to the following agreements with the employee associations:

**Peace Officer Association:**

1. Each employee in the POA will receive two percent pay increase every six months for the life of the agreement. This amounts to a 12 percent pay increase over three years.<sup>2</sup>
2. Each employee in the POA will receive 2.5% retention pay salary increase for 10 years of service and 2.5% retention pay salary increase for 20 years of service.
3. All new employees in the POA hired after July 1, 2019 will no longer be eligible to receive a cash payout from their accrued unused sick leave upon retirement; however, the sick leave can be applied to CALPers service credit, not to exceed 1,092 hours.

**Dispatch/Records Association:**

1. Each employee in the Association will receive two percent pay increases every six months for the life of the agreement. This amounts to a 12 percent pay increase over three years.<sup>3</sup>
2. Each employee in the Association will receive 2.5% retention pay salary increase for 10 years of service and 2.5% retention pay salary increase for 20 years of service.
3. All new employees in the Association hired after July 1, 2019 will no longer be eligible to receive a cash payout from their accrued unused sick leave upon retirement; however, the sick leave can be applied to CALPers service credit, not to exceed 1,040 hours.

**Unrepresented Employees:**

The unrepresented employees are not members of any employee association. The Town has had an informal policy for some time that the unrepresented employees should be treated similarly to the POA and Dispatch Association. As a result, the City Council authorized the City Manager to provide the same increases/changes to the unrepresented employees, which was conveyed during a meeting with the unrepresented employees in March as follows:

1. Each employee (with the exception of the City Manager and Police Chief) will receive two percent pay increase every six months through June 2022. This amounts to a 12 percent pay increase over three years.<sup>4</sup>
2. Each Full Time employee will receive 2.5% retention pay salary increase for 10 years of service and 2.5% retention pay salary increase for 20 years of service. Each Part Time employee will receive a 2.5% retention salary increase based on the hours worked equaling 10 years of service and each Part Time employee will receive an additional 2.5% retention salary increase based on the hours worked equaling 20 years of service.

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<sup>2</sup> Year 3 salary increase are contingent upon revenues exceeding operational expenditures for the FY2021-22 Budget.

<sup>3</sup> Year 3 salary increase are contingent upon revenues exceeding operational expenditures for the FY2021-22 Budget.

<sup>4</sup> Year 3 salary increase are contingent upon revenues exceeding operational expenditures for the FY2021-22 Budget.

3. All new employees hired after July 1, 2019 will no longer be eligible to receive a cash payout from their accrued unused sick leave upon retirement; however, the sick leave can be applied to CALPers service credit, not to exceed 1,040 hours

If the proposed resolutions are approved, the salary increase will take effect retroactively on April 7, 2019.

### **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:* Treat all persons, claims and transactions in a fair and equitable manner.

### **ALTERNATIVES**

The City Council could choose to not adopt the resolutions approving the MOUs and unrepresented salary increases, or could choose to direct Staff to renegotiate any items within the MOUs. Doing so is not recommended.

### **CONCLUSION**

Staff recommends that the City Council adopt the attached resolutions.

### **ATTACHMENTS**

- A. Resolution Approving Memorandum of Understanding Between the Town of Colma and the Colma Police Officers Association for the Period of April 7, 2019 to June 30, 2022
- B. Memorandum of Understanding Between the Town of Colma and the Colma Police Officers Association for the Period of April 7, 2019 to June 30, 2022
- C. Resolution Approving Memorandum of Understanding Between the Town of Colma and the Colma Police Communications/Records Association for the period of April 7, 2019 to June 30, 2022
- D. Memorandum of Understanding Between the Town of Colma and the Colma Police Communications/Records Association for the period of April 7, 2019 to June 30, 2022
- E. Resolution Approving Cost of Living Salary Increases for Certain Unrepresented Employees and Modifying the Town's Salary Schedule
- F. Resolution Amending Colma Administrative Code Subchapter 3.02 and 3.06 Relating to Retention Pay and Sick Leave Conversion.

**RESOLUTION 2019-\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF COLMA AND THE COLMA PEACE OFFICERS ASSOCIATION  
FOR THE PERIOD OF APRIL 7, 2019 TO JUNE 30, 2022**

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

**1. Findings.** The City Council finds that the Town's Negotiating Team met and conferred with the POA's Negotiating Team several times over the past year, that the POA has ratified the proposed MOU, and that it is in the best interest of the Town of Colma to enter into the proposed agreement to secure the continued public safety services.

**2. Order.**

(a) The City Council hereby approves the Memorandum of Understanding between the Town of Colma and the Colma Peace Officers Association for the time period of April 7, 2019 to June 30, 2022, which is attached to the Staff Report for the April 10, 2019 City Council meeting.

(b) The Mayor shall be, and hereby is, authorized to execute the Memorandum of Understanding, subject to any changes in form or technical language approved by the City Manager and City Attorney.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2019-\_\_ was duly adopted at a regular meeting of said City Council held on April 10, 2019 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne del Rosario, Mayor

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



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF COLMA**

**AND**

**THE COLMA PEACE OFFICERS ASSOCIATION**

**April 7, 2019 to June 30, 2022**

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# MEMORANDUM OF UNDERSTANDING

[See Article 22 for definitions]

## ARTICLE 1 - PURPOSE AND INTENT

A. It is the intent and purpose of the parties that this Memorandum of Understanding shall set forth rules of pay, hours of work, and other terms and conditions of employment to be observed by the parties in connection with the Peace Officers Unit. The provisions of this Memorandum of Understanding shall apply only to the Members of the Peace Officers Unit (Member) and shall in no way establish terms and conditions of employment of other employees of the Town of Colma who are not Members of that Unit. The classifications included in that Unit are all sworn officers of the Colma Police Department except Reserve Police Officers, Police Recruits, the Commander, and the Police Chief. This agreement has been developed in the interest of promoting and improving employee relations between the Town of Colma (hereinafter referred to as the Town) and the Colma Peace Officers Association (hereinafter referred to as the Association).

B. This Memorandum is entered into pursuant to the Meyers-Milias-Brown Act (GOVERNMENT CODE sections 3500, et seq.) and Subchapter 3.09 of the Administrative Code of the Town.

## ARTICLE 2 - REPRESENTATION

A. The Town hereby recognizes the Association as the Recognized Employee Organization to act as bargaining agent for the Peace Officers Unit.

B. The Town shall deduct the Association dues from the Members' pay checks and transmit such monies to the duly authorized and designated employee organization representative or by direct deposit to the Association's bank account.

## ARTICLE 3 - RIGHTS RESERVED

A. The Association recognizes that the Town has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

B. The City Manager and Police Chief have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Memorandum and such decision-making shall not be subject in any way, directly or indirectly, to the grievance procedure contained herein.

C. The exclusive rights of the Town shall include, but not be limited to, the right to determine the organization of Town government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and Employment Rules and Regulations consistent with law and the specific provisions of this Memorandum to direct its employees, to take disciplinary

action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the Town's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

#### **ARTICLE 4 - MANAGEMENT OBLIGATIONS**

The Town shall, at its own expense, provide to every Member a copy of this Memorandum and all rules, regulations, general and special orders.

#### **ARTICLE 5 - SEVERABILITY**

If any article or section of this Memorandum of Understanding or if any chapter or section of the Town's Personnel Policies referred to in this Memorandum should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation by a court of competent jurisdiction, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the Town and Association may negotiate regarding that section or article on the anniversary of this Memorandum as provided by Article 8. However, in the event the legislation or decision referred to above affects wages, hours or working conditions, the Town and Association agree to meet and confer within sixty days of the effective date of the legislation or decision to renegotiate said article or section.

#### **ARTICLE 6 - WAIVER**

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement (except as provided in Article 5), even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement. However, in the event the Police Chief, the City Manager or the City Council imposes a change in policy regarding the Association which substantially affects wages, hours or other terms and conditions of employment not covered by this Memorandum of Understanding, the Association may request that the Town meet and confer regarding that change.

#### **ARTICLE 7 - MAINTENANCE OF BENEFITS**

A. The status of all existing benefits and conditions of employment now enjoyed by classifications represented by the Association shall not be deemed affected by this agreement, except as specifically modified by provisions of this Memorandum.



B. Except as expressly stated in this Memorandum, where this Memorandum refers to a benefit in the Town's Personnel Policies, that benefit may only be modified by the Town after meeting and conferring with the Association.

## **ARTICLE 8 - DURATION AND RENEWAL**

Unless otherwise specifically provided herein, this Memorandum of Understanding shall run from April 7, 2019 to June 30, 2022. It shall be automatically renewed from year to year thereafter, with no scheduled salary increases, unless either party shall have notified the other, in writing, at least sixty days prior to the expiration date that it desires to modify the Memorandum of Understanding. In the event that such notice is given, negotiations shall begin within thirty days of delivery of the notice of intent to modify the Memorandum of Understanding.

## **ARTICLE 9 - WORK PERIOD AND HOURS**

A. The work period established for Members is a regularly recurring period of eighty-four (84) hours in fourteen consecutive days. The Police Chief may, in writing, establish the beginning and ending day and time of a work period.

B. Except as provided in paragraph 9.C, all Members will be on the same fourteen day work period and will be scheduled to work up to eighty-four (84) hours in fourteen consecutive workdays. Members may be assigned to a team concept, working three days one week and four days the following week.

C. The work schedule shall include paid time for meal breaks, except for Members attending training classes and Members attending court sessions, in which case meal breaks shall not be compensable time.

D. Daylight Savings-Standard Time Transition

(1) In the spring when transitioning to Daylight Savings Time, Members working during the one hour transition from Standard Time to Daylight Savings Time will be paid for actual hours worked. Members working on a shift that includes the one hour transition may be granted an option by the Chief to work an additional hour at his or her base hourly rate or use compensatory time or vacation time to make up for the lost work hour.

(2) In the fall when transitioning to Standard Time, Members working during the one hour transition from Daylight Savings Time to Standard Time will be paid for actual hours worked and overtime pay, if actual hours worked or counted as worked in that work period exceed eighty-four (84) hours in a work period.

## **ARTICLE 10 - STAFFING LEVELS**

The Police Chief shall maintain a minimum of two sworn employees on each shift for patrol purposes.

## **ARTICLE 11 - SHIFT SELECTION**

Members will sign up for shifts by seniority in 6-month increments, for a one-year time frame (January through December). Shifts will rotate in January and July of every year and each Member must work six consecutive months on an alternative shift every two years. The police Chief or his designee may assign a Member to an alternate shift at any time for the good of the organization. Members who have not rotated after eighteen months will be assigned to an alternative shift by the Chief or his or her designee.

## **ARTICLE 12 - SHIFT EXCHANGE**

A. All Members may be permitted to substitute for another of equal rank during scheduled work hours, as herein provided. Trading shall be limited to one shift in any calendar week and any Member requesting a trade shall submit a written request to the Police Chief or designee seven days prior to the first day of the trade. No trade shall be made unless the Police Chief or designee approves the trade in writing. The traded shift shall be paid back within the same fourteen-day work period. This shift trading is strictly voluntary on the part of Members and is for their benefit, not the benefit of the Town. The Town shall exclude the hours worked as a trade in calculating overtime.

B. Once the exchange has been signed by both Members and approved by the Police Chief or his or her designee, it will be the responsibility of the person agreeing to work the shift to cover that shift.

## **ARTICLE 13 – SALARIES**

A. Effective in the first pay period beginning after the Council ratifies this MOU, the Town shall pay each Member an amount determined by multiplying the number of hours worked in a pay period by the applicable hourly base rate of pay shown for the Member in Appendix A. However, the increases scheduled for July 1, 2021 and January 1, 2022 are expressly contingent upon, and will not be implemented unless, the Town's projected revenues exceed its operation expense projections for FY 2021-22 as set forth in the FY2021-22 Budget upon adoption on June 9, 2021.

B. FICA and PERS Member Contributions  
Each Member shall pay the employee share of FICA (Social Security and Medicare) taxes and the employee's contributions to the Public Employees Retirement System (PERS).

C. Educational Incentive Program

(1) Except as provided in this section, there are no incentive pays.

(2) This Program is adopted for the benefit of the Members in recognition of certain specified educational achievements. Eligible Members shall receive the specified additional compensation only under one of the formulas:

(a) A four percent increase of his or her hourly base rate shall be provided to Members who possess an Associates of Arts Degree in Administration of Justice,

Police Science, or a related field, or an Intermediate POST Certificate. Members with this incentive shall be classified as Police Officer 2 or Police Sergeant 2 and compensated according to Appendix A. Once this salary increase is awarded it shall continue regardless of future promotions to higher non-management positions. However, it shall not be added to the incentive paid for more advanced degrees provided in subsections (b) and (c) below.

(b) A six percent increase of his or her hourly base rate shall be provided to Members who possess a Baccalaureate Degree in Administration of Justice, Police Science, or a related field, or an Advanced POST Certificate. Members with this incentive shall be classified as Police Officer 3 or Police Sergeant 3 and compensated according to Appendix A. Once this salary increase is awarded it shall continue regardless of future promotions to higher non-management positions. However, it shall not be added to the incentive paid for a more advanced degree provided in subsection (c) below.

(3) The following Members are eligible for Education Incentive Pay:

(a) A Member who is a regular, non-probationary employee of the Town and has had at least twelve months of sworn law enforcement experience in a municipal law enforcement agency; or

(b) A lateral hire with five years of law enforcement experience when the Police Chief has determined in his or her discretion to grant Education Incentive prior to the conclusion of the Member's probationary period.

(4) Documentation must be provided in order to receive the incentive. It is the Member's responsibility to forward to the Police Chief the documents which certify eligibility for educational incentives. The incentive will commence on the first day of the pay period following the award date of the degree and/or certificate.

#### D. Field Training Officer

A Member assigned to serve as a Field Training Officer will receive a five percent differential of his or her base rate as shown in salary tables above for actual hours worked as Field Training Officer, which may be less than an entire shift.

#### E. Detective

A Member assigned to serve as a Detective will receive a five percent differential of his or her base rate as shown in salary tables above for all hours compensated during the assignment.

#### F. Officer in Charge

A Police Officer assigned to serve as Officer in Charge will receive a five percent differential of his or her base rate as shown in salary tables above for actual hours worked, which may be less than an entire shift. The Officer in Charge (OIC) assignment and duration is made at the discretion of the Police Chief. Members who are currently under a performance improvement plan, received a sub-standard rating in one or more categories on his or her most recent annual

evaluation, or received a written reprimand or more serious discipline within six months from assignment may be restricted from applying for the OIC assignment. A minimum of at least two years of sworn Police Officer experience with the Colma Police Department is preferred.

#### G. Retention Pay

Effective in the first pay period beginning after Council ratification of this Agreement, eligible Members may begin to receive Retention Pay in the amount of 2.5% for continuous 10 years of Town of Colma service, and an additional 2.5% for 20 years of continuous Town of Colma service, to a combined maximum of 5% Retention Pay. The percentage of Retention Pay shall be calculated on the Members base pay (not including incentive pay or any other differential pay). After the effective date above, Members are eligible for Retention Pay beginning in the first pay period following their anniversary date in which the employee meets its 10 year or 20 year of continuous Town service. For purposes of this section, "continuous" service shall include Town-approved leaves of absence and other leaves required by law.

### **ARTICLE 14 – OVERTIME AND COMPENSATORY PAY**

A. Members will be routinely scheduled to work eighty-four (84) hours in a fourteen-day work period. Members will receive overtime when a Member has worked in excess of eighty-four (84) hours during the fourteen day work period, subject to the provisions below. For purposes of this section, vacation leave that was scheduled and approved at least twenty-eight (28) days prior to the date taken off, sick leave, bereavement leave and training hours will count towards hours worked. Vacation leave not scheduled and approved at least twenty-eight (28) days prior to the date taken off, administrative leave and compensatory time used will not count as hours worked for purposes of this section.

- (1) Overtime must be approved in advance by the Police Chief or Designee.
- (2) The overtime pay rate will be paid as defined in the FLSA.
- (3) All overtime worked which is less than one hour increments in a work shift shall be compensated in fifteen-minute increments.

B. Notwithstanding the foregoing, the Member may, in his or her sole discretion, take or bank Compensatory Time Off at the rate of one and one-half hours for each hour of overtime worked. A Member's Compensatory Time Leave Bank will be established with a maximum leave balance of eighty hours.

C. A Member who is subpoenaed to testify on his or her day off at any judicial, civil or administrative hearing, including but not limited to Superior Court, Municipal Court, Traffic Court, DMV hearing, civil deposition or parole hearing, on a matter arising out of the Member's course and scope of employment, shall earn overtime as follows:

- (1) While at the place of the hearing, the Member shall earn overtime from the time first required to be there until the time released, except for meal breaks. The Member will be paid for only one block of time in a day, regardless of the number of matters that may require the Member's appearance. Except for the circumstances described in

paragraphs (2) and (3), the Member will earn a minimum of four hours of overtime for the day.

(2) If placed on telephone standby by the District Attorney, the Member shall earn two hours of overtime for all time on standby. If the Member is called to court, he or she will receive overtime from the time first required to be there until the time released, except for meal breaks. The Member called to court will receive court overtime in lieu of standby overtime. In all cases, Members must have authorization from a supervisor prior to accepting the telephone standby.

(3) When a Member is required to be at the place of the hearing within four hours prior to his or her shift, the Member shall earn overtime from the time first required to be at the hearing until the beginning of his or her scheduled shift, except for meal breaks. When a Member is required to be at the place of the hearing within one hour after his or her shift, the Member shall earn overtime from the end of his or her shift until the time released, except for meal breaks.

(4) While testifying by telephone, Members shall earn overtime for the time the Member is required to be on the telephone.

D. A Member who is called to work within four hours of the start of his or her shift will receive at least one hour of regular pay, if actual time worked is less than one hour, and overtime pay, if actual hours worked or counted as worked in a work period exceed eighty-four (84) hours.

E. A Member, who is called to work on his or her day off, or after having been relieved of duty for the day at least one hour prior, shall earn overtime for the time the Member is called back, with a minimum of four hours of overtime. If the callback shift exceeds four hours, the Member will be compensated overtime on an hour for hour basis after the first four hours.

F. All training scheduled on a Member's day off will be compensated on an hour for hour basis and overtime pay, if actual hours worked or counted as worked in a work period exceed eighty-four (84) hours. Firearms training will normally be conducted while the Member is on duty. If the Member must attend the range while off duty, he or she will be limited to two hours per quarter and will be compensated on an hour for hour basis and overtime pay as required by FLSA. The first quarter begins in January of every year.

G. K-9 handlers will receive seven hours of overtime pay per pay period to compensate for any work after scheduled hours that may be required to feed and care for the canine unit in Member's charge.

## **ARTICLE 15 - HOLIDAY PAY**

A. In lieu of holiday pay, Members will be paid additional compensation at the rate of five percent of his or her base hourly rate of pay according to his or her classification as shown in salary tables above for all hours except overtime. Said compensation shall be paid at the same time and manner as the Member is usually paid his or her salary, without regard for the number of holidays occurring or worked during the pay period and will be included in the FLSA overtime

calculation. This policy is in lieu of the holiday schedule and holiday leave policy set forth in the Town's Personnel Policies.

B. Notwithstanding the above, Members who work on designated significant holiday shifts will be compensated at one and a half (1.5) times his/her base rate as defined in the salary tables. The designated significant holiday shifts are 6:00pm to 6:00am on Thanksgiving, December 24 and December 31 and 6:00am to 6:00pm on Thanksgiving, December 25 and January 1.

## **ARTICLE 16 - LEAVES**

### **A. Vacation Leave**

(1) Sign up for vacation periods for the upcoming calendar year shall be completed by December 31. Any Member who has not signed up for all vacation time he or she is entitled to by midnight on December 31 shall lose all priority he or she is entitled to because of higher seniority.

(2) A Member may accrue unused vacation time up to two times the number of hours the Member may earn in one year. For example, a Member with two years of service may accrue up to one hundred-sixty (160) hours of unused vacation time while a Member with more than fifteen years of service may accrue up to four hundred (400) hours.

(3) Once a Member has accrued the maximum number of unused vacation hours set forth in Article 16A (2) above, the Member shall not earn any additional vacation hours until vacation is utilized to bring the amount of accrued vacation below the applicable cap or vacation is cashed out as permitted by this policy.

4) A Member may cash out a portion of his/her accrued vacation hours in accordance with Town's Personnel Policies.

### **B. Personnel Leave**

Notwithstanding the provisions of the Town's Personnel Policies regarding *Leaves*:

(1) A Member shall accrue personal leave (as defined in the Town's Personnel Policies) while on disability leave of absence under Labor Code section 4850.

(2) Members will accrue sick leave at a rate of eight hours per month.

(3) Upon separation of employment with the Town, a Member is not entitled to be paid for his or her accrued and unused sick leave except as follows:

(i) a Member hired prior to or on July 1, 2019 who is eligible for and who has applied for retirement under the California Public Employees Retirement System within four (4) months of separation from the Town (as required by the Administrative Code) may, at the Member's option, convert unused and accrued sick leave to additional PERS

service credit or be paid for unused and accrued sick leave, provided that the number of hours to be converted or paid shall not exceed 1,092 hours.

(ii) a Member hired after July 1, 2019 who is eligible for and who has applied for retirement under the California Public Employees Retirement System within four (4) months of separation from the Town (as required by the Administrative Code) may, at the Member's option, convert unused and accrued sick leave to additional PERS service credit provided that the number of hours to be converted shall not exceed 1,092 hours. Accrued but unused sick leave shall have no cash value at separation for such Members.

(4) Nothing herein shall prevent a Member from accruing sick leave beyond 1,092 hours and, while employed, taking paid sick leave from the total amount of accrued sick leave in accordance with the Town's Sick Leave Policy.

C. The Town will administer Family Leave in accordance with state and federal law.

## **ARTICLE 17 - REIMBURSEMENTS**

A. Uniform and Equipment Allowance

(1) The Town agrees to pay to full-time Members a uniform allowance. The amount of the annual allowance shall be one thousand and twenty-five dollars (\$1,025). Payment of the uniform allowance shall be paid a pro-rata amount on each paycheck (for example \$1,025 divided by 26 = \$39.43 per pay period). A one-time payment shall be issued on the next regular pay period after ratification of this MOU which shall equal to amounts earned March 1, 2016 to the date of contract ratification. This uniform allowance is not CalPERS reportable compensation for Members hired on or after January 1, 2013, who were never members of a public employee retirement system or who had a break in service of more than six months.

(2) A Member shall not be required to purchase any item that the Town is required by law to provide to peace officers.

(3) The service weapon for new Members or for current Members who need to replace their existing personal weapon, shall be the service weapon provided and maintained by the Town at the Town's own expense, or a weapon provided and maintained by the Member which the Police Chief has approved. Upon termination of employment for any reason, a Member using a service weapon provided by the Town shall return the weapon to the department.

(4) The Town shall provide, at the Town's own expense, new full-time Members an initial uniform consisting of the items determined by the Chief and approved by the City Manager.

B. Damage to Personal Property and Uniforms

(1) The Town shall reimburse a Member for damage to uniforms that are damaged during duty hours or while stored in their locker at a Town facility, providing that the

Member made a reasonable effort to safeguard the uniform. This reimbursement shall be made on approval of the Police Chief.

(2) The Town shall reimburse a Member for damage of personal property in the performance of his/her duty, subject to the following restrictions:

(a) The maximum reimbursement for items of personal property necessity such as eye glasses and hearing aids shall be two hundred dollars (\$200.00).

(b) The maximum reimbursement for the damage of all other personal property shall be fifty dollars (\$50.00).

(c) Requests for reimbursement for the damage of personal property must be made within the shift in which the damage occurs.

(d) Reimbursement of damaged property must be approved by the Police Chief.

C. Tuition Reimbursement

Regular, full-time Members shall be entitled to the Tuition Reimbursement benefits as described in the Town's Personnel Policies.

**ARTICLE 18 - RETIREMENT, HEALTH AND WELFARE BENEFITS**

A. PERS Retirement

(1) Classic – Tier One Hired before August 1, 2012

Members hired before August 1, 2012, that are enrolled in the California Public Employees Retirement System (PERS) shall receive a retirement allowance under the "3% at 50 Modified," formula, One-Year Final Compensation retirement plan, to the extent provided by law.

(2) Classic – Tier Two Hired on or after August 1, 2012

Members hired on or after August 1, 2012, including Members hired on or after January 1, 2013 who are not classified as "new members" (as defined in Gov't Code 7522.04(f)) under Public Employees' Pension Reform Act (PEPRA), that are enrolled in PERS shall receive a retirement allowance under the "3% at 55 Modified" formula, Three-Year Final Compensation retirement plan, to the extent provided by law.

(3) PEPRA - Hired on or after January 1, 2013

Members hired on or after January 1, 2013, who are classified as "new members" (as defined in Gov't Code 7522.04(f)) under PEPRA, that are enrolled in PERS shall receive a retirement allowance under the "2.7% @ 57 formula", Three-Year Final Compensation retirement plan, to the extent provided by law.



(4) Each Member shall contribute to PERS the employee's rate of contribution required by law relevant to his/her retirement formula, as may be amended from time to time by the State of California. The Member does not have the right to directly receive the Member's PERS contribution in lieu of payment to PERS. The Town shall contribute all other costs and contributions necessary to implement this plan. If the Employer's contribution required by PERS increases over the present contribution, the Town shall pay the increase; if the Employer's contribution decreases, the Town shall keep the savings.

B. Deferred Compensation Plan

As to any Member who participates in the Town's deferred compensation plan, the Town will pay a sum equal to the amount withheld from salary by the Member and contributed to the Plan, up to one hundred dollars (\$100) per month. The City Manager may establish reasonable rules and procedures for implementing this plan. If the additional sum contributed by the Town causes the Member's contribution to exceed the maximum amount allowed under federal law as deferred compensation, then such sum shall be reported as taxable income of the Member.

C. Dental, Vision, and Life Insurances

Dental, vision, and life insurance are as provided in the Town's Personnel Policies, except that Members hired on or after January 1, 2008, will not receive Town-paid dental benefits upon retirement. Members hired prior to January 1, 2008, will continue to receive Town-paid dental benefits upon retirement to the same extent as other miscellaneous Town employees.

D. Medical Insurance

(1) PEMHCA Minimum Contribution

The Town contracts with PERS pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA) for the purpose of providing eligible Members, dependents and annuitants with access to medical insurance. The Town shall revise its current PEMHCA contract with CalPERS through the adoption of a new PEMHCA resolution to provide that the Town shall pay to PERS, on behalf of each eligible active Member and each retired Member who qualifies for retiree medical benefits, a monthly employer contribution equal to the minimum contribution required under Section 22892(b)(2) of PEMHCA (PEMHCA Minimum). This amount is established by CalPERS and may change annually.

Pursuant to PEMHCA and relevant PERS regulations, a retired Member will qualify for retiree medical benefits if his or her retirement from the Town is effective within 120 days of his or her separation from employment with the Town and the retired Member receives a retirement allowance from CalPERS resulting from his or her service with the Town (Annuitant). Annuitants are eligible to continue health coverage under PEMHCA. An Annuitant will receive the PEMHCA Minimum regardless of hire date.

Supplemental benefits will be provided to Active Members and Annuitants in accordance with the terms set forth in Sections (2), (3) and (4) below.

(2) Supplemental Benefit for Active Members

The Town offers an Internal Revenue Code Section 125 Plan (Plan) which contains premium conversion, health care reimbursement and dependent care reimbursement as available benefits. The availability of the Plan is contingent on compliance with State and Federal rules and regulations. The Town and Association agree to meet and confer if any part of the Plan is found to be noncompliant regarding a replacement provision. In addition to the PEMHCA Minimum, the Town contributes for eligible Active Members an additional amount to be used to pay for premiums for Health Insurance Coverage through the Plan. The amount of the additional monthly contribution for each Active Member's PERS health insurance premium is based on the date of hire. An Active Member may not use the contribution for other reasons.

(i) Active Members Hired Prior to June 1, 2008 (Tier A)

Active Members hired prior to June 1, 2008, will receive a contribution under the Plan equal to the full cost of the PERS health plan selected, for which he or she and his or her dependents are eligible and enrolled, minus the PEMHCA minimum contribution.

The Town may not require Tier A Active Members to pay or contribute premiums for medical or hospital insurance unless the Town has first met with and obtained the agreement of the Association.

(ii) Active Members Hired on or after June 1, 2008 but on or before June 30, 2012 (Tier B)

Active Members hired on or after June 1, 2008 and on or before June 30, 2012, will receive a contribution under the Plan equal to the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum. Members may select enrollment in a plan that exceeds the maximum Employer contribution and the difference in cost will be paid by the Member through payroll deductions.

(iii) Active Members Hired on or after July 1, 2012 but on or before December 31, 2016 (Tier C)

Active Members hired on or after July 1, 2012 and on or before December 31, 2016, will receive a contribution under the Plan in the same amount and manner as Active Members described in Tier B (section ii) above.

(iv) Active Members Hired on or after January 1, 2017 (Tier D)

Active Members hired on or after January 1, 2017, will receive a contribution under the Plan in the same amount and manner as Active Members described in Tier B (section ii) above.

(3) Supplemental Benefit for Annuitants Originally Hired Before January 1, 2017

In addition to the PEMHCA Minimum, each Annuitant hired by the Town on or before December 31, 2016 is eligible for an Employer contribution, as set forth below, to be used for reimbursement of additional medical costs under a Retiree Health Reimbursement Arrangement (HRA) established by the Employer. Receipt of Reimbursements may be made through a third-party administrator and subject to administrative requirements.

(i) Annuitants Who Were Originally Hired Prior to June 1, 2008 (Tier A)

Annuitants hired by the Town prior to June 1, 2008, will receive a monthly HRA contribution equal to the monthly cost of the PERS health plan selected, for which he or she and his or her dependents are eligible and enrolled, minus the PEMHCA Minimum.

The Town may not require Tier A Annuitants to pay or contribute premiums for medical or hospital insurance unless the Town has first met with and obtained the agreement of the Association.

(ii) Annuitants Who Were Originally Hired on or after June 1, 2008, but on or before June 30, 2012 (Tier B)

Annuitants hired by the Town on or after June 1, 2008, but on or before June 30, 2012, will receive an HRA contribution equal to the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum.

(iii) Annuitants Who Were Originally Hired on or after July 1, 2012 but on or before December 31, 2016 (Tier C)

Annuitants hired by the Town on or after July 1, 2012, but on or before December 31, 2016, who have five years of service with the Town and at least ten years of total PERS service credit, will receive an HRA contribution equal to the "applicable percentage" of the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of the second most costly plan offered by PERS, as adjusted by the "applicable percentage", minus the PEMHCA Minimum.

The “applicable percentage” shall be determined on the basis of the Annuitant’s years of service (with a minimum of five years of service with the Town) pursuant to the following vesting schedule:

<b>CREDITED YEARS OF SERVICE</b>	<b>APPLICABLE PERCENTAGE</b>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or More	100%

Notwithstanding the preceding service requirement, the contribution payable by the Town shall be equal to 100 percent of the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum, on behalf of any annuitant who retired for industrial disability.

This benefit is structured in accordance with the PERS statutory vesting schedule in Government Code Section 22893 such that Tier C Annuitants will receive retiree medical benefits calculated in accordance with the statutory vesting schedule and related provisions of Section 22893, as it may from time to time be amended, provided that only the PEMHCA Minimum will be paid directly to CalPERS and the remaining amount, as described in the first paragraph of this Section (D)(3)(iii), will be provided to Tier C Annuitants in the form of a reimbursement under the terms of the HRA.

(iv) Retiree Health Benefit Preserved in Event of Reinstatement and Subsequent Retirement

In accordance with AB 410 (2013), as codified in Government Code Section 22838, an Annuitant eligible for retiree health benefits pursuant to Section (D)(3)(i), (ii) or (iii) who reinstates from retirement may, upon his or her subsequent retirement, elect to enroll in a health benefit plan approved or maintained by CalPERS as an annuitant of the Town and receive the applicable benefit under Section (D)(3)(i), (ii) or (iii), if all of the following apply:

- (a) The subsequent retirement occurs on or after January 1, 2014;

- (b) The Annuitant is eligible for retiree health coverage through the Town prior to reinstatement from retirement;
- (c) The subsequent retirement occurs within 120 days of separation; and
- (d) The retiree health contribution available from the Town is higher than the retiree health contribution from the employer through which the subsequent retirement occurs.

To the extent that the Town's conversion to the PEMHCA Minimum causes the requirement at (d) above to fail and, as a result, the Annuitant enrolls in a PERS health benefit plan through the subsequent employer, the Town shall cause the difference between the total benefit described in Section (D)(3)(i), (ii) or (iii), as applicable, and the retiree health benefit to which he or she is entitled under the subsequent employer, to be paid to the Annuitant in the form of a reimbursement under the HRA of substantiated expenses for a PERS health insurance plan in which he or she has enrolled.

(4) Retirement Health Savings Program (RHSP)

As soon as administratively possible, the Town will establish a Retirement Health Savings Program (RHSP). The RHSP will use a third-party administrator selected by the Town. The design of the RHSP is intended to be a tax advantaged savings plan to be used exclusively for qualifying medical expenses during retirement.

(i) Mandatory Participation - Members Hired on or after January 1, 2017

Members hired on or after January 1, 2017 receive a monthly Employer contribution to an individual account under the RHSP. The Town shall contribute to the Member's individual RHSP account an amount equivalent to one and one-half percent (1.5%) of the Member's monthly base salary as shown in the Town's adopted salary schedule. The base salary for the initial month of service and final month of service shall be prorated based on actual base salary paid in those months.

(ii) Optional Participation - Members Hired Prior to January 1, 2017

Members hired prior to January 1, 2017 may exercise a one-time irrevocable election and waiver as defined in the RHSP Plan Document. Any Member who elects to receive the RHSP benefit shall receive the same benefit as described in Section (D)(4)(i) above and will no longer receive the benefits in Section (D)(3) above.

E. Health Club Membership

Health Club Membership benefits are as provided in the Town's Personnel Policies.

F. Funeral Expenses

The Town shall pay fifteen thousand dollars (\$15,000) to the executor, administrator or personal representative of the estate of, or to the trustee authorized to pay funeral expenses for, any Member killed in the line of duty.

**ARTICLE 19 - PAYROLL ERRORS**

A. To ensure that system or other errors which affect a Members pay are processed in an efficient and effective manner, the Town shall notice the affected Member as soon as practicable.

B. Payroll errors detected by a Member shall, as soon as practicable, be communicated to the City Manager, or his or her designee. In the case of under payment, the City Manager or his or her designee will process the appropriate adjustments as soon as practicable.

C. Payroll errors identified by the City Manager or his or her designee will be communicated to the Member either directly or through the Police Chief.

D. Under payments will be processed as soon as practicable.

E. In the event of an overpayment, the City Manager or his or her designee will determine a reasonable repayment schedule and inform the Member of the schedule directly or through the Police Chief. The affected Member shall be given an opportunity to discuss the repayment schedule and, if necessary, to request a reasonable adjustment to it. Factors considered in determining a reasonable adjustment to the repayment schedule include but are not limited to, the Member's normal salary, and other financial obligations of the Member. The Town and the Association agree that the Town will use any and all legal remedies to recover any salary overpayment made to the Member from the Member's wages in the event that (1) the Member does not respond within five working days of being notified of the overpayment or (2) mutual agreement on the repayment schedule is not achieved within ten working days of the Member being notified of the overpayment.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

Grievance procedures are provided as stated in the Town's Personnel Policies.

**ARTICLE 21 - SAFETY VESTS**

The parties have met and conferred and agreed to the Town's Safety Vest Policy.

**ARTICLE 22 – DEFINITIONS**

As used in this Memorandum:

"Base rate" means the hourly rate of pay, by each job classification shown in the tables in Appendix A of this Memorandum.

"Personnel Policies" means the provisions, policies and regulations adopted by the City Council as Chapter Three of the Colma Administrative Code, or its successor, and the procedures and regulations adopted by the City Manager to implement the provisions of Chapter Three of the Colma Administrative Code or its successor.

"Designated Significant Holiday Shifts" are defined in paragraph 15.B.

**ARTICLE 23 - TRANSITION**

A. Upon execution, this Memorandum of Understanding will supersede the Memorandum of Understanding between the parties and for the period from July 1, 2016 through June 30, 2019.

///

IN WITNESS WHEREOF:

Dated \_\_\_\_\_ COLMA PEACE OFFICERS ASSOCIATION

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Attest \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Dated \_\_\_\_\_ TOWN OF COLMA

By \_\_\_\_\_

Joanne F. del Rosario, Mayor

Attest \_\_\_\_\_

Caitlin Corley, City Clerk

## Appendix A

### BASE RATE SALARY TABLES

*April 7, 2019 through December 28, 2019*

#### Increased 2%

	Step 1	Step 2	Step 3	Step 4
Police Officer 1	48.67	51.11	53.66	56.35
Police Officer 2	50.62	53.15	55.81	58.60
Police Officer 3	51.60	54.18	56.88	59.73

#### Increased 2%

	Step 1	Step 2	Step 3	Step 4
Police Sergeant 1	61.69	62.97	64.27	67.82
Police Sergeant 2	64.16	65.48	66.83	70.54
Police Sergeant 3	65.38	66.73	68.11	71.90

*December 29, 2019 through June 27, 2020*

#### Increased 2%

	Step 1	Step 2	Step 3	Step 4
Police Officer 1	49.64	52.13	54.74	57.47
Police Officer 2	51.63	54.21	56.92	59.77
Police Officer 3	52.63	55.26	58.02	60.92

	Step 1	Step 2	Step 3	Step 4
Police Sergeant 1	62.92	64.23	65.55	69.18
Police Sergeant 2	65.44	66.79	68.17	71.95
Police Sergeant 3	66.69	68.07	69.47	73.34



## BASE RATE SALARY TABLES

***June 28, 2020 through December 26, 2020***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4
Police Officer 1	50.64	53.17	55.83	58.62
Police Officer 2	52.66	55.30	58.06	60.97
Police Officer 3	53.68	56.37	59.18	62.14

	Step 1	Step 2	Step 3	Step 4
Police Sergeant 1	64.18	65.51	66.86	70.56
Police Sergeant 2	66.75	68.13	69.53	73.39
Police Sergeant 3	68.02	69.43	70.86	74.81

***December 27, 2020 through June 26, 2021***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4
Police Officer 1	51.65	54.23	56.95	59.79
Police Officer 2	53.71	56.40	59.22	62.19
Police Officer 3	54.75	57.50	60.37	63.38

	Step 1	Step 2	Step 3	Step 4
Police Sergeant 1	65.47	66.82	68.20	71.97
Police Sergeant 2	68.08	69.49	70.92	74.85
Police Sergeant 3	69.38	70.82	72.28	76.30

## BASE RATE SALARY TABLES

***June 27, 2021 through December 25, 2021***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4
Police Officer 1	52.68	55.32	58.09	60.99
Police Officer 2	54.79	57.53	60.41	63.43
Police Officer 3	55.85	58.65	61.57	64.65

	Step 1	Step 2	Step 3	Step 4
Police Sergeant 1	66.78	68.16	69.57	73.41
Police Sergeant 2	69.44	70.88	72.34	76.35
Police Sergeant 3	70.77	72.23	73.72	77.83

***December 26, 2021 through June 25, 2022***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4
Police Officer 1	53.73	56.42	59.25	62.21
Police Officer 2	55.88	58.68	61.62	64.70
Police Officer 3	59.97	59.82	62.81	65.94

	Step 1	Step 2	Step 3	Step 4
Police Sergeant 1	68.11	69.52	70.96	74.88
Police Sergeant 2	70.83	72.30	73.79	77.88
Police Sergeant 3	72.19	73.68	75.20	79.30

**RESOLUTION 2019-\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF COLMA AND THE COLMA POLICE  
COMMUNICATION/RECORDS ASSOCIATION FOR THE PERIOD OF APRIL 7,  
2019 TO JUNE 30, 2022**

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

**1. Findings.**

The City Council finds that the Town’s Negotiating Team met and conferred with the Colma Police Communication/Records Association (Dispatch) Negotiating Team several times over the past year, that the Dispatch has ratified the proposed MOU, and that it is in the best interest of the Town of Colma to enter into the proposed agreement to secure the continued public safety services.

**2. Order.**

(a) The City Council hereby approves the Memorandum of Understanding between the Town of Colma and the Colma Police Communication/Records Association (Dispatch) for the time period of April 7, 2019 to June 30, 2022, which is attached to the Staff Report for the April 10, 2019 City Council meeting.

(b) The Mayor shall be, and hereby is, authorized to execute the Memorandum of Understanding, subject to any changes in form or technical language approved by the City Manager and City Attorney.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-\_\_ was duly adopted at a regular meeting of said City Council held on April 10, 2019 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
John Irish Goodwin					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Voting Tally	0	0			

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne del Rosario, Mayor

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF COLMA**

**AND**

**THE COLMA POLICE COMMUNICATIONS/RECORDS  
ASSOCIATION**

**April 7, 2019 – June 30, 2022**

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# MEMORANDUM OF UNDERSTANDING

[See Article 22 for definitions]

## ARTICLE 1 - PURPOSE AND INTENT

A. It is the intent and purpose of the parties that this Memorandum of Understanding shall set forth rules of pay, hours of work, and other terms and conditions of employment to be observed by the parties in connection with the Police Clerical/Dispatching Employees Unit. The provisions of this Memorandum of Understanding shall apply only to the Members of the Police Clerical/Dispatching Employees Unit (Member) and shall in no way establish terms and conditions of employment of other employees of the Town of Colma who are not Members of that Unit. The classifications included in that Unit are Police Dispatcher/Clerk and Police Dispatch/Records Supervisor. This agreement has been developed in the interest of promoting and improving employee relations between the Town of Colma (hereinafter referred to as the Town) and the Colma Police Communications/Records Association (hereinafter referred to as the Association).

B. This Memorandum is entered into pursuant to the Meyers-Milias-Brown Act (GOVERNMENT CODE sections 3500, et seq.) and Subchapter 3.09 of the Administrative Code of the Town.

## ARTICLE 2 - REPRESENTATION

A. The Town hereby recognizes the Association as the Recognized Employee Organization to act as bargaining agent for the Police Clerical/Dispatching Employees Unit.

B. The Town shall deduct the Association dues from the Members' pay checks and transmit such monies to the duly authorized and designated employee organization representative or by direct deposit to the Association's bank account.

## ARTICLE 3 - RIGHTS RESERVED

A. The Association recognizes that the Town has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

B. The City Manager and Police Chief have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Memorandum and such decision-making shall not be subject in any way, directly or indirectly, to the grievance procedure contained herein.

C. The exclusive rights of the Town shall include, but not be limited to, the right to determine the organization of Town government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and Employment Rules and Regulations consistent with law and the specific provisions of this Memorandum to direct its employees, to take disciplinary

action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the Town's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

#### **ARTICLE 4 - MANAGEMENT OBLIGATIONS**

The Town shall, at its own expense, provide to every Member a copy of this Memorandum and all rules, regulations, general and special orders.

#### **ARTICLE 5 - SEVERABILITY**

If any article or section of this Memorandum of Understanding or if any chapter or section of the Town's Personnel Policies referred to in this Memorandum should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation by a court of competent jurisdiction, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the Town and Association may negotiate regarding that section or article on the anniversary of this Memorandum as provided by Article 8. However, in the event the legislation or decision referred to above affects wages, hours or working conditions, the Town and Association agree to meet and confer within sixty days of the effective date of the legislation or decision to renegotiate said article or section.

#### **ARTICLE 6 - WAIVER**

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement (except as provided in Article 5), even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement. However, in the event the Police Chief, the City Manager or the City Council imposes a change in policy regarding the Association which substantially affects wages, hours or other terms and conditions of employment not covered by this Memorandum of Understanding, the Association may request that the Town meet and confer regarding that change.

#### **ARTICLE 7 - MAINTENANCE OF BENEFITS**

A. The status of all existing benefits and conditions of employment now enjoyed by classifications represented by the Association shall not be deemed affected by this agreement, except as specifically modified by provisions of this Memorandum.



B. Except as expressly stated in this Memorandum, where this Memorandum refers to a benefit in the Town's Personnel Policies, that benefit may only be modified by the Town after meeting and conferring with the Association.

### **ARTICLE 8 - DURATION AND RENEWAL**

Unless otherwise specifically provided herein, this Memorandum of Understanding shall run from April 7, 2019 to June 30, 2022. It shall be automatically renewed from year to year thereafter, with no scheduled salary increases, unless either party shall have notified the other, in writing, at least sixty days prior to the expiration date that it desires to modify the Memorandum of Understanding. In the event that such notice is given, negotiations shall begin within thirty days of delivery of the notice of intent to modify the Memorandum of Understanding.

### **ARTICLE 9 - WORK PERIOD AND HOURS**

The work period established for Members is a regularly recurring period of forty hours in seven consecutive days beginning at 00:01 each Sunday and ending at 24:00 the following Saturday.

### **ARTICLE 10 - STAFFING LEVELS**

A. The Police Chief shall determine the minimum staffing levels on each work shift.

B. Open shifts may or may not be filled, depending on the ongoing safety of department personnel. If the Police Chief or his/her designee decides to fill the open shift, this will be implemented without the use of overtime, whenever possible. This may include altering the normal work shift of Members to reduce or eliminate the need for overtime. When overtime must be used to fill an open shift, it will be filled by seniority, with the first choice going to the senior Member of the Association.

(1) Open shifts are designated as any/all hours which need coverage by an employee due to sick leave, vacation, CTO, LOA, paid family leave, training and any other open hours.

(2) Open shifts are defined as the normally scheduled hours for the shift had the Member on leave actually worked it.

### **ARTICLE 11 - SHIFT SELECTION**

A. Members will sign up for shifts by seniority for a one year time frame (January through December). The Police Chief or his designee may assign a Member to an alternate shift at any time for the good of the organization.

B. In order to avoid miscommunication, the Police Dispatch/Records Supervisor will notify the Police Dispatcher/Clerk in person, by phone, or by official schedule change form to be initialed by employee, of changes they feel are necessary in the hours of the monthly schedule. (Days off will not be changed unless an emergency exists, or unless the employee volunteers to make changes.) Every effort will be made to notify the employee as soon as the need is

recognized for a shift change. Messages left on answering devices or notes left in Member's boxes shall not be considered adequate by themselves.

C. In the interests of Supervisor-Member relations all attempts will be made to seek volunteers when changes in the schedule are necessary.

D. Changes in a Member's schedule shall not be used as a disciplinary action, bonus or an incentive. However, if after a sustained personnel investigation it is determined that a change in the schedule is necessary, that change can be made at the discretion of the Police Chief.

## **ARTICLE 12 - SHIFT EXCHANGE**

A. All Members may be permitted to substitute for another during scheduled work hours, as herein provided. Trading shall be limited to one shift in any consecutive thirty days and any Member requesting a trade shall submit a written request to the Chief or designee seven days prior to the first day of the trade. No trade shall be made unless the Chief or designee approves the trade in writing. The traded shift shall be paid back within the same thirty days. This shift trading is strictly voluntary on the part of Members and is for their benefit, not the benefit of the Town. The Town shall exclude the hours worked as a substitute in calculating overtime.

B. Once the exchange has been signed by both Members and approved by the Police Chief or his or her designee, it will be the responsibility of the person agreeing to work the shift to cover that shift.

## **ARTICLE 13 - SALARIES**

A. Effective in the first pay period beginning after the Council ratifies this MOU, the Town shall pay each Member an amount determined by multiplying the number of hours worked in a pay period by the applicable hourly base rate of pay shown for the Member in Appendix A. However, the increases scheduled for July 1, 2021 and January 1, 2022 are expressly contingent upon, and will not be implemented unless, the Town projected revenues exceed its operation expense projections for FY 2021-22 as set forth in the FY2021-22 Budget upon adoption on June 9, 2021.

B. FICA and PERS Member Contributions

Each Member shall pay the employee share of FICA (Social Security and Medicare) taxes and the employee's contributions to the Public Employees Retirement System (PERS).

C. Training Differential

(1) The Town shall pay a Member who is assigned to train new clerk/dispatchers, Officers or per diem employees an additional five percent differential of his or her base rate as shown in Appendix A for actual hours worked as a Trainer in one-half hour increments.

(2) Members may be required to provide orientation for new employees provided

that such orientation responsibilities do not exceed one hour per day. No additional compensation shall be paid for performing orientation duties under this paragraph.

(3) The Police Chief or his or her designee shall have discretion to make all training assignments.

D. CAD Administration Incentive

(1) The Town shall pay a Member who is assigned duties of CAD system administration an additional five percent (5%) of his or her base pay as shown in Appendix A and shall pay the Member who is assigned backup CAD system administration duties an additional two and one half percent (2.5%) of his or her base pay.

(2) The Police Chief or his or her designee shall have discretion to make CAD system administration assignments.

E. Retention Pay

Effective in the first pay period beginning after Council ratification of this Agreement, eligible Members may begin to receive Retention Pay in the amount of 2.5% for continuous 10 years of Town of Colma service, and an additional 2.5% for 20 years of continuous Town of Colma service, to a combined maximum of 5% Retention Pay. The percentage of Retention Pay shall be calculated on the Members base pay (not including incentive pay or any other differential pay). After the effective date above, Members are eligible for Retention Pay beginning in the first pay period following their anniversary date in which the employee meets its 10 year or 20 year of continuous Town service. For purposes of this section, "continuous" service shall include Town-approved leaves of absence and other leaves required by law.

**ARTICLE 14 - OVERTIME AND COMPENSATORY PAY**

A. Members will be routinely scheduled to work forty hours in a seven-day work period. Members will receive overtime when a Member has worked in excess of forty hours during the seven-day work period, subject to the provisions below. For purposes of this section, designated holidays not worked, floating holidays, vacation leave that was scheduled and approved at least twenty-eight (28) days prior to the date taken off, sick leave, bereavement leave and training hours will count towards hours worked. Vacation leave not scheduled and approved at least twenty-eight (28) days prior to the date taken off, administrative leave and compensatory time used will not count as hours worked for purposes of this section.

(1) Overtime must be approved in advance by the Police Chief or Designee.

(2) The overtime pay rate will be paid as defined in the FLSA.

(3) All overtime worked which is less than one hour increments in a work shift shall be compensated in fifteen-minute increments.

B. Notwithstanding the foregoing, the Member may, in his or her sole discretion, take or bank Compensatory Time Off at the rate of one and one-half hours for each hour of overtime worked. A Member's Compensatory Time Leave Bank will be established with a maximum leave balance of eighty hours.

C. A Member who is subpoenaed to testify on his or her day off at any judicial, civil or administrative hearing, including but not limited to Superior Court, Municipal Court, Traffic Court, DMV hearing, civil deposition or parole hearing, on a matter arising out of the Member's course and scope of employment, shall earn overtime as follows:

(1) While at the place of the hearing, the Member shall earn overtime from the time first required to be there until the time released, except for meal breaks. The Member will be paid for only one block of time in a day, regardless of the number of matters that may require the Member's appearance. Except for the circumstances described in paragraphs (2) and (3), the Member will earn a minimum of four hours of overtime for the day.

(2) If placed on telephone standby by the District Attorney, the Member shall earn two hours of overtime for all time on standby. If the Member is called to court, he or she will receive overtime from the time first required to be there until the time released, except for meal breaks. The Member called to court will receive court overtime in lieu of standby overtime. In all cases, Members must have authorization from a supervisor prior to accepting the telephone standby.

(3) When a Member is required to be at the place of the hearing within four hours prior to his or her shift, the Member shall earn overtime from the time first required to be at the hearing until the beginning of his or her scheduled shift, except for meal breaks. When a Member is required to be at the place of the hearing within one hour after his or her shift, the Member shall earn overtime from the end of his or her shift until the time released, except for meal breaks.

(4) While testifying by telephone, Members shall earn overtime for the time the Member is required to be on the telephone.

D. A Member who is called to work within four hours of the start of his or her shift will receive at least one hour of regular pay, if actual time worked is less than one hour, and overtime pay, if actual hours worked or counted as worked in a work period exceed forty hours.

E. A Member, who is called to work on his or her day off, or after having been relieved of duty for the day at least one hour prior, shall earn overtime for the time the Member is called back, with a minimum of four hours of overtime. If the callback shift exceeds four hours, the Member will be compensated overtime on an hour for hour basis after the first four hours.

F. All training scheduled on a Member's day off will be compensated on an hour for hour basis and overtime pay, if actual hours worked or counted as worked in a work period exceed forty hours.

## **ARTICLE 15 - HOLIDAY PAY**

Holiday leave will be provided as described in the Town Personnel Policies, except as specifically provided herein.

- (1) Members will be allowed one floating holiday per calendar year to be used as a personal day off.
- (2) The following are designated as paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day, Memorial Day, 4<sup>th</sup> of July, Admission Day, Veteran's Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Columbus Day, and December 25.
- (3) On a holiday, unless authorized by the Police Chief or his or her designee, the Dispatch Center will be staffed by one day shift and one swing shift dispatcher. All other Members shall take the holiday off. If a holiday occurs on a Member's regular day off, the Member may request to take a paid day off in the same work period or be compensated eight hours of regular pay. The Police Chief or his or her designee has the discretion to grant compensation or time off.
- (4) When a Member works on a designated holiday, the Member may take a paid day off in the same work period or be compensated eight hours of regular pay.
- (5) Until the Town converts to twenty-four (24) hours dispatching, the Dispatch Center will be closed on the following days:
  - (a) New Year's Day
  - (b) Thanksgiving Day
  - (c) December 25<sup>th</sup>

## **ARTICLE 16 - LEAVES**

### **A. Vacation Leave**

- (1) Sign up for vacation periods for the upcoming calendar year shall be completed by December 31. Any Member who has not signed up for all vacation time he or she is entitled to by midnight on December 31 shall lose all priority he or she is entitled to because of higher seniority.
- (2) A Member may accrue unused vacation time up to two times the number of hours the Member may earn in one year. For example, a Member with two years of service may accrue up to one hundred-sixty (160) hours of unused vacation time while a Member with more than fifteen years of service may accrue up to four hundred (400) hours.
- (3) Once a Member has accrued the maximum number of unused vacation hours set

forth in Article 16A(2) above, the Member shall not earn any additional vacation hours until vacation is utilized to bring the amount of accrued vacation below the applicable cap or vacation is cashed out as permitted by this policy.

4) A Member may cash out a portion of his/her accrued vacation hours in accordance with Town's Personnel Policies.

B. Personnel Leave

Notwithstanding the provisions of the Town's Personnel Policies regarding *Leaves*:

(1) Members will accrue sick leave at a rate of eight hours per month.

(2) Upon separation of employment with the Town, a Member is not entitled to be paid for his or her accrued and unused sick leave except as follows:

a. a Member hired prior to or on July 1, 2019 who is eligible for and who has applied for retirement under the California Public Employees Retirement System within four (4) months of separation from the Town (as required by the Administrative Code) may, at the Member's option, convert unused and accrued sick leave to additional PERS service credit or be paid for unused and accrued sick leave, provided that the number of hours to be converted or paid shall not exceed one thousand forty (1,040) hours.

b. a Member hired after July 1, 2019 who is eligible for and who has applied for retirement under the California Public Employees Retirement System within four (4) months of separation from the Town (as required by the Administrative Code) may, at the Member's option, convert unused and accrued sick leave to additional PERS service credit provided that the number of hours to be converted shall not exceed 1,040 hours. Accrued but unused sick leave shall have no cash value at separation for such Members.

(3) Nothing herein shall prevent a Member from accruing sick leave beyond one thousand forty (1,040) hours and, while employed, taking paid sick from the total amount of accrued sick leave in accordance with the Town's Sick Leave Policy.

C. The Town will administer Family Leave in accordance with state and federal law.

**ARTICLE 17 - REIMBURSEMENTS**

A. Uniform and Equipment Allowance

(1) The Town agrees to pay to full-time Members a uniform allowance. The amount of the annual allowance shall be seven hundred, seventy-four dollars and seventy-three cents (\$774.73). Payment of the uniform allowance shall be paid a pro-rata amount on each paycheck (for example \$774.73 divided by 26 = \$29.80 per pay period). A one-time payment shall be issued on the next regular pay period after ratification of this MOU which shall equal to amounts earned March 1, 2016 to the date of contract

ratification. This uniform allowance is not CalPERS reportable compensation for Members hired on or after January 1, 2013, who were never members of a public employee retirement system or who had a break in service of more than six months.

(2) The Town shall provide, at the Town's own expense, new full-time Members an initial uniform consisting of the items determined by the Chief and approved by the City Manager.

B. Damage to Personal Property and Uniforms

(1) The Town shall reimburse a Member for damage to uniforms that are damaged during duty hours or while stored in their locker at a Town facility, providing that the Member made a reasonable effort to safeguard the uniform. This reimbursement shall be made on approval of the Police Chief.

(2) The Town shall reimburse a Member for damage of personal property in the performance of his/her duty, subject to the following restrictions:

(a) The maximum reimbursement for items of personal property necessity such as eye glasses and hearing aids shall be two hundred dollars (\$200.00).

(b) The maximum reimbursement for the damage of all other personal property shall be fifty dollars (\$50.00).

(c) Requests for reimbursement for the damage of personal property must be made within the shift in which the damage occurs.

(d) Reimbursement of damaged property must be approved by the Police Chief.

C. Tuition Reimbursement

Regular, full-time Members shall be entitled to the Tuition Reimbursement benefits as described in the Town's Personnel Policies.

**ARTICLE 18 - RETIREMENT, HEALTH AND WELFARE BENEFITS**

A. PERS Retirement

(1) Classic – Tier One Hired before August 1, 2012

Members hired before August 1, 2012, that are enrolled in the California Public Employees Retirement System (PERS) shall receive a retirement allowance under the "2.5% at 55 Modified," formula, One-Year Final Compensation retirement plan, to the extent provided by law.

(2) Classic – Tier Two Hired on or after August 1, 2012

Members hired on or after August 1, 2012, including Members hired on or after January

1, 2013 who are not classified as "new members" (as defined in Gov't Code 7522.04(f)) under Public Employees' Pension Reform Act (PEPRA), that are enrolled in PERS shall receive a retirement allowance under the "2% at 60 Modified" formula, Three-Year Final Compensation retirement plan, to the extent provided by law.

(3) PEPRA - Hired on or after January 1, 2013

Members hired on or after January 1, 2013, who are classified as "new members" (as defined in Gov't Code 7522.04(f)) under PEPRA, that are enrolled in PERS shall receive a retirement allowance under the "2% @ 62 formula", Three-Year Final Compensation retirement plan, to the extent provided by law.

(4) Each Member shall contribute to PERS the employee's rate of contribution required by law relevant to his/her retirement formula, as may be amended from time to time by the State of California. The Member does not have the right to directly receive the Member's PERS contribution in lieu of payment to PERS. The Town shall contribute all other costs and contributions necessary to implement this plan. If the Employer's contribution required by PERS increases over the present contribution, the Town shall pay the increase; if the Employer's contribution decreases, the Town shall keep the savings.

B. Deferred Compensation Plan

As to any Member who participates in the Town's deferred compensation plan, the Town will pay a sum equal to the amount withheld from salary by the Member and contributed to the Plan, up to one hundred dollars (\$100) per month. The City Manager may establish reasonable rules and procedures for implementing this plan. If the additional sum contributed by the Town causes the Member's contribution to exceed the maximum amount allowed under federal law as deferred compensation, then such sum shall be reported as taxable income of the Member.

C. Dental, Vision, and Life Insurances

Dental, vision, and life insurance are as provided in the Town's Personnel Policies, except that:

(1) Members hired on or after January 1, 2010, will not receive Town-paid dental benefits upon retirement. Members hired prior to January 1, 2010, will continue to receive Town-paid dental benefits upon retirement to the same extent as other miscellaneous Town employees.

D. Medical Insurance

(1) PEMHCA Minimum Contribution

The Town contracts with PERS pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA) for the purpose of providing eligible Members, dependents and annuitants with access to medical insurance. The Town shall revise its current PEMHCA contract with CalPERS through the adoption of a new PEMHCA resolution to provide that the Town shall pay to PERS, on behalf of each eligible active Member and



each retired Member who qualifies for retiree medical benefits, a monthly employer contribution equal to the minimum contribution required under Section 22892(b)(2) of PEMHCA (PEMHCA Minimum). This amount is established by CalPERS and may change annually.

Pursuant to PEMHCA and relevant PERS regulations, a retired Member will qualify for retiree medical benefits if his or her retirement from the Town is effective within 120 days of his or her separation from employment with the Town and the retired Member receives a retirement allowance from CalPERS resulting from his or her service with the Town (Annuitant). Annuitants are eligible to continue health coverage under PEMHCA. An Annuitant will receive the PEMHCA Minimum regardless of hire date.

Supplemental benefits will be provided to Active Members and Annuitants in accordance with the terms set forth in Sections (2), (3) and (4) below.

(2) Supplemental Benefit for Active Members

The Town offers an Internal Revenue Code Section 125 Plan (Plan) which contains premium conversion, health care reimbursement and dependent care reimbursement as available benefits. The availability of the Plan is contingent on compliance with State and Federal rules and regulations. The Town and Association agree to meet and confer if any part of the Plan is found to be noncompliant regarding a replacement provision. In addition to the PEMHCA Minimum, the Town contributes for eligible Active Members an additional amount to be used to pay for premiums for Health Insurance Coverage through the Plan. The amount of the additional monthly contribution for each Active Member's PERS health insurance premium is based on the date of hire. An Active Member may not use the contribution for other reasons.

(i) Active Members Hired Prior to June 1, 2008 (Tier A)

Active Members hired prior to June 1, 2008, will receive a contribution under the Plan equal to the full cost of the PERS health plan selected, for which he or she and his or her dependents are eligible and enrolled, minus the PEMHCA minimum contribution.

The Town may not require Tier A Active Members to pay or contribute premiums for medical or hospital insurance unless the Town has first met with and obtained the agreement of the Association.

(ii) Active Members Hired on or after June 1, 2008 but on or before June 30, 2012 (Tier B)

Active Members hired on or after June 1, 2008 and on or before June 30, 2012, will receive a contribution under the Plan equal to the cost of the PERS health plan in which he or she and his or her dependents are eligible and

enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum. Members may select enrollment in a plan that exceeds the maximum Employer contribution and the difference in cost will be paid by the Member through payroll deductions.

- (iii) Active Members Hired on or after July 1, 2012 but on or before December 31, 2016 (Tier C)

Active Members hired on or after July 1, 2012 and on or before December 31, 2016, will receive a contribution under the Plan in the same amount and manner as Active Members described in Tier B (section ii) above.

- (iv) Active Members Hired on or after January 1, 2017 (Tier D)

Active Members hired on or after January 1, 2017, will receive a contribution under the Plan in the same amount and manner as Active Members described in Tier B (section ii) above.

(3) Supplemental Benefit for Annuitants Originally Hired Before January 1, 2017

In addition to the PEMHCA Minimum, each Annuitant hired by the Town on or before December 31, 2016 is eligible for an Employer contribution, as set forth below, to be used for reimbursement of additional medical costs under a Retiree Health Reimbursement Arrangement (HRA) established by the Employer. Receipt of Reimbursements may be made through a third-party administrator and subject to administrative requirements.

- (i) Annuitants Who Were Originally Hired Prior to June 1, 2008 (Tier A)

Annuitants hired by the Town prior to June 1, 2008, will receive a monthly HRA contribution equal to the monthly cost of the PERS health plan selected, for which he or she and his or her dependents are eligible and enrolled, minus the PEMHCA Minimum.

The Town may not require Tier A Annuitants to pay or contribute premiums for medical or hospital insurance unless the Town has first met with and obtained the agreement of the Association.

- (ii) Annuitants Who Were Originally Hired on or after June 1, 2008, but on or before June 30, 2012 (Tier B)

Annuitants hired by the Town on or after June 1, 2008, but on or before June 30, 2012, will receive an HRA contribution equal to the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum.

- (iii) Annuitants Who Were Originally Hired on or after July 1, 2012 but on or before December 31, 2016 (Tier C)

Annuitants hired by the Town on or after July 1, 2012, but on or before December 31, 2016, who have five years of service with the Town and at least ten years of total PERS service credit, will receive an HRA contribution equal to the “applicable percentage” of the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of the second most costly plan offered by PERS, as adjusted by the “applicable percentage”, minus the PEMHCA Minimum.

The “applicable percentage” shall be determined on the basis of the Annuitant’s years of service (with a minimum of five years of service with the Town) pursuant to the following vesting schedule:

<b>CREDITED YEARS OF SERVICE</b>	<b>APPLICABLE PERCENTAGE</b>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or More	100%

Notwithstanding the preceding service requirement, the contribution payable by the Town shall be equal to 100 percent of the cost of the PERS health plan in which he or she and his or her dependents are eligible and enrolled but not to exceed the cost of second most costly plan offered by CalPERS, minus the PEMHCA Minimum, on behalf of any annuitant who retired for industrial disability.

This benefit is structured in accordance with the PERS statutory vesting schedule in Government Code Section 22893 such that Tier C Annuitants will receive retiree medical benefits calculated in accordance with the statutory vesting schedule and related provisions of Section 22893, as it may from time to time be amended, provided that only the PEMHCA Minimum will be paid directly to CalPERS and the remaining amount, as described in the first paragraph of this Section (D)(3)(iii), will be provided to Tier C Annuitants in the form of a reimbursement under the terms of the HRA.

(iv) Retiree Health Benefit Preserved in Event of Reinstatement and Subsequent Retirement

In accordance with AB 410 (2013), as codified in Government Code Section 22838, an Annuitant eligible for retiree health benefits pursuant to Section (D)(3)(i), (ii) or (iii) who reinstates from retirement may, upon his or her subsequent retirement, elect to enroll in a health benefit plan approved or maintained by CalPERS as an annuitant of the Town and receive the applicable benefit under Section (D)(3)(i), (ii) or (iii), if all of the following apply:

- (a) The subsequent retirement occurs on or after January 1, 2014;
- (b) The Annuitant is eligible for retiree health coverage through the Town prior to reinstatement from retirement;
- (c) The subsequent retirement occurs within 120 days of separation; and
- (d) The retiree health contribution available from the Town is higher than the retiree health contribution from the employer through which the subsequent retirement occurs.

To the extent that the Town's conversion to the PEMHCA Minimum causes the requirement at (d) above to fail and, as a result, the Annuitant enrolls in a PERS health benefit plan through the subsequent employer, the Town shall cause the difference between the total benefit described in Section (D)(3)(i), (ii) or (iii), as applicable, and the retiree health benefit to which he or she is entitled under the subsequent employer, to be paid to the Annuitant in the form of a reimbursement under the HRA of substantiated expenses for a PERS health insurance plan in which he or she has enrolled.

(4) Retirement Health Savings Program (RHSP)

As soon as administratively possible, the Town will establish a Retirement Health Savings Program (RHSP). The RHSP will use a third-party administrator selected by the Town. The design of the RHSP is intended to be a tax advantaged savings plan to be used exclusively for qualifying medical expenses during retirement.

(i) Mandatory Participation - Members Hired on or after January 1, 2017

Members hired on or after January 1, 2017 receive a monthly Employer contribution to an individual account under the RHSP. The Town shall contribute to the Member's individual RHSP account an amount equivalent to one and one-half percent (1.5%) of the Member's monthly base salary as shown in the Town's adopted salary schedule. The base salary for the initial month of service and

final month of service shall be prorated based on actual base salary paid in those months.

(ii) Optional Participation - Members Hired Prior to January 1, 2017

Members hired prior to January 1, 2017 may exercise a one-time irrevocable election and waiver as defined in the RHSP Plan Document. Any Member who elects to receive the RHSP benefit shall receive the same benefit as described in Section (D)(4)(i) above and will no longer receive the benefits in Section (D)(3) above.

D. Health Club Membership

Health Club Membership benefits are as provided in the Town's Personnel Policies.

E. Funeral Expenses

The Town shall pay fifteen thousand dollars (\$15,000) to the executor, administrator or personal representative of the estate of, or to the trustee authorized to pay funeral expenses for, any Member killed in the line of duty.

**ARTICLE 19 - PAYROLL ERRORS**

A. To ensure that system or other errors which affect a Members pay are processed in an efficient and effective manner, the Town shall notice the affected Member as soon as practicable.

B. Payroll errors detected by a Member shall, as soon as practicable, be communicated to the City Manager, or his or her designee. In the case of under payment, the City Manager or his or her designee will process the appropriate adjustments as soon as practicable.

C. Payroll errors identified by the City Manager or his or her designee will be communicated to the Member either directly or through the Police Chief.

D. Under payments will be processed as soon as practicable.

E. In the event of an overpayment, the City Manager or his or her designee will determine a reasonable repayment schedule and inform the Member of the schedule directly or through the Police Chief. The affected Member shall be given an opportunity to discuss the repayment schedule and, if necessary, to request a reasonable adjustment to it. Factors considered in determining a reasonable adjustment to the repayment schedule include but are not limited to, the Member's normal salary, and other financial obligations of the Member. The Town and the Association agree that the Town will use any and all legal remedies to recover any salary overpayment made to the Member from the Member's wages in the event that (1) the Member does not respond within five working days of being notified of the overpayment or (2) mutual agreement on the repayment schedule is not achieved within ten working days of the Member being notified of the overpayment.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

Grievance procedures are provided as stated in the Town’s Personnel Policies.

**ARTICLE 21 - SAFETY VESTS**

The parties have met and conferred and agreed to the Town’s Safety Vest Policy.

**ARTICLE 22 - DEFINITIONS**

As used in this Memorandum:

“Base rate” means the hourly rate of pay, by each job classification shown in the tables in Appendix A of this Memorandum.

“Personnel Policies” means the provisions, policies and regulations adopted by the City Council as Chapter Three of the Colma Administrative Code, or its successor, and the procedures and regulations adopted by the City Manager to implement the provisions of Chapter Three of the Colma Administrative Code or its successor.

**ARTICLE 23 - TRANSITION**

A. Upon execution, this Memorandum of Understanding will supersede the Memorandum of Understanding between the parties and for the period from July 1, 2016 through June 30, 2019.

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IN WITNESS WHEREOF:

Dated \_\_\_\_\_

COLMA POLICE COMMUNICATIONS/RECORDS ASSOCIATION

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Attest \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Dated \_\_\_\_\_

TOWN OF COLMA

By \_\_\_\_\_  
Joanne F. del Rosario, Mayor

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

## Appendix A

### BASE RATE SALARY TABLES

***April 7, 2019 through December 28, 2019***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Dispatch/Records Supervisor	52.42	53.86	55.33	56.79	58.24
Police Dispatcher/Clerk	43.49	44.70	45.91	47.11	48.31

***December 29, 2019 through June 27, 2020***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Dispatch/Records Supervisor	53.46	54.94	56.44	57.92	59.41
Police Dispatcher/Clerk	44.36	45.60	46.83	48.06	49.29

***June 28, 2020 through December 26, 2020***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Dispatch/Records Supervisor	54.53	56.04	57.57	59.08	60.60
Police Dispatcher/Clerk	45.25	46.51	47.77	49.02	50.27

***December 27, 2020 through June 26, 2021***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Dispatch/Records Supervisor	55.62	57.16	58.72	60.26	61.81
Police Dispatcher/Clerk	46.15	47.44	48.72	50.00	51.27



**BASE RATE SALARY TABLES**

***June 27, 2021 through December 25, 2021***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Dispatch/Records Supervisor	56.74	58.30	59.89	61.47	63.05
Police Dispatcher/Clerk	47.08	48.39	49.70	51.00	52.30

***December 26, 2021 through June 25, 2022***

**Increased 2%**

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Dispatch/Records Supervisor	57.87	59.47	61.09	62.70	64.31
Police Dispatcher/Clerk	48.02	49.35	50.69	52.02	53.34



**RESOLUTION NO. 2019-\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING COST OF LIVING SALARY INCREASES FOR CERTAIN  
UNREPRESENTED EMPLOYEES AND MODIFYING  
THE TOWN'S SALARY SCHEDULE**

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

**1. Background.**

- (a) The Town has been in active negotiations since February 2019 to address potential salary increases for both represented and unrepresented employees.
- (b) The City Council has recently concluded negotiations with both the Colma Peace Officers Association and the Colma Police Communications/Record Association.
- (c) The City Manager is now recommending that the City Council approve cost of living increases for certain unrepresented employees consistent with Town's past practice of treating the unrepresented employees consistent with the Colma Peace Officers Association and the Colma Police Communications/Record Association, and because the City Council has been contemplating potential salary increases for both represented and unrepresented employees since February 2019. The City Manager is recommending that these salary increases be retroactive to April 7, 2019.

**2. Order; Cost of Living Salary Increases for Certain Unrepresented Employees**

- (a) The City Council hereby approves a cost of living increase for certain unrepresented employees, excluding the City Manager and Police Chief who both have separate employment agreements with the Town. This approval also excludes Casual Part-Time Recreation positions that will be addressed by separate City Council action through Resolution No. 2019-\_\_.
- (b) All unrepresented employee positions, excluding the City Manager, Police Chief, and Casual Part-Time Recreation positions, shall receive a 2 percent pay increase every six months beginning April 7, 2019 through June 1, 2022 for a total increase of 12 percent over the three-year period.

**3. Salary Schedule Adopted.**

- (a) The City Council hereby amends the Town's salary schedule to implement the salary increases for both represented and unrepresented employees consistent with the City Council's approval of the represented employees respective MOUs and the adoption of this Resolution implementing increases for certain unrepresented employees.
- (b) The amended salary schedule is attached hereto as Exhibit "A" and is hereby incorporated by this reference.

**4. No Contract.** Nothing herein shall be construed as a contract with any employee, and the City Council shall have the discretion to modify the respective salaries in accordance with any applicable state or local provisions.

**5. Effective Date.** This resolution shall become effective upon adoption.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2019-\_\_ was duly adopted at a regular meeting of said City Council held on April 10, 2019 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor					
Helen Fisicaro					
Raquel Gonzalez					
Diana Colvin					
John Irish Goodwin					
Voting Tally	0	0			

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne F. del Rosario, Mayor

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

**RESOLUTION NO. 2019-\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AMENDING SUBCHAPTER 3.02 AND**  
**3.06 OF THE COLMA ADMINISTRATIVE CODE,**  
**RELATING TO RETENTION PAY AND SICK LEAVE**  
**CONVERSION**

The City Council of the Town of Colma hereby resolves:

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**ARTICLE 1. CAC SECTION 3.02.305 ADDED.**

Section 3.02.305 of the Colma Administrative Code is hereby amended to state as follows:

**3.02.305 Retention Pay**

Effective in the first pay period after April 10, 2019, employees will be eligible for retention pay as follows:

(a) Full-time employees will be eligible for retention pay in the amount of 2.5% for continuous ten (10) years of Town of Colma service, and an additional 2.5% for twenty (20) years of continuous Town of Colma service, to a combined maximum of 5% retention pay. The percentage of retention pay shall be calculated on the employee's base pay (not including incentive pay or any other differential pay). After the effective date above, employees are eligible for retention pay beginning in the first pay period following their anniversary date in which the employee meets the 10 year or 20 year of continuous Town service. For purposes of this section, "continuous" service shall include vacation, sick leave, other paid time off, as well as Town-approved leaves of absence and other leaves required by law.

(b) Part-time employees will be eligible for retention pay based on actual hours worked. Once a part-time employee has worked 2,080 hours, the part-time employee will be credited with one year of service credit for purposes of determining eligibility for retention pay. For purposes of applying this provision, "part-time employee" means an employee who normally works a schedule of less than 40 hours per week whether classified as "part-time" or "casual." For purposes of this section, "continuous" service shall include vacation, sick leave, other paid time off, as well as Town-approved leaves of absence and other leaves required by law. When applying service credit for any approved leaves of absence for part-time and casual employees, only the employee's anticipated scheduled hours will be credited. For casual employees who work intermittently, any periods of the year when work is not assigned will not be counted.

[History: Adopted by Res 2019-\_\_, 4/10/19]

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**ARTICLE 2. CAC SECTION 3.06.130 AMENDED.**

Section 3.06.130 of the Colma Administrative Code is hereby amended to state as follows:

**3.06.130 Conversion or Payment for Unused Sick Leave**

Upon separation of employment with the Town, an employee is not entitled to be paid for his or her accrued and unused sick leave except as follows:

(a) an employee who is eligible for and who has applied for retirement under CalPERS within four (4) months of separation from the Town of Colma may, at the employee's option, convert unused and accrued sick leave to additional PERS service credit or be paid for unused and accrued sick leave, provided that the number of hours to be converted or paid shall not exceed 1,040 hours.

(b) An employee hired after July 1, 2019 who is eligible for and who has applied for retirement under the California Public Employees Retirement System within four (4) months of separation from the Town may, at the employee's option, convert unused and accrued sick leave to additional PERS service credit provided that the number of hours to be converted shall not exceed 1,040 hours. Accrued but unused sick leave shall have no cash value at separation for such employees.

[Originally, 3.06.110; History: Res 2008-03, 2/13/08; Res 2014-04, 2/13/14; Res 2014-39, 9/10/14; Res 2019-\_\_, 4/10/19]]

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**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.

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**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.

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**ARTICLE 5. EFFECTIVE DATE.**

This resolution shall take effect upon adoption.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-\_\_ was duly adopted at a regular meeting of said City Council held on April 10, 2019 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor					
John Irish Goodwin					
Helen Fiscaro					
Diana Colvin					
Raquel Gonzalez					
Voting Tally	0	0			

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne F. del Rosario, Mayor

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







# STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Michael Laughlin, City Planner  
Jonathan Kwan, Associate Planner  
Katherine Sheehan, Stormwater Program Manager

VIA: Brian Dossey, City Manager

MEETING DATE: April 10, 2019

SUBJECT: Green Infrastructure Study Session

## RECOMMENDATION

This item is a study session for informational purposes only. No City Council action is required; however, staff seeks comments, questions, impressions and opinions from each Council member regarding issues and concerns.

## EXECUTIVE SUMMARY

The Town of Colma is required to develop a Green Infrastructure Plan that demonstrates how the Town will improve storm drain infrastructure to manage and reduce pollutants in stormwater runoff by September 2019. This study session will provide an informational update on the progress of the Green Infrastructure Plan, including a brief background on green infrastructure.

## FISCAL IMPACT

Costs associated with the development of the Green Infrastructure Plan are part of the Town's approved budget.

## BACKGROUND AND ANALYSIS

In May of 2017, The City Council approved moving forward in the development of a Green Infrastructure Work Plan. This study session is intended to present an update on the status of the Green Infrastructure plan, while also providing an opportunity to the City Council and members of the public the opportunity to ask questions about the plan and what does it mean to Colma moving forward.

The San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit (MRP) identifies and regulates the control of various pollutants in stormwater runoff from municipal storm drain systems throughout San Mateo, Santa Clara, Alameda, and Contra Costa Counties. Provision C.3.j of the MRP requires each jurisdiction subject to the MRP, including the Town of Colma. The MRP mandate instructs each jurisdiction within the San Francisco Bay Area region to develop a Green Infrastructure Plan that demonstrates how each jurisdiction will gradually shift from traditional "gray" storm drain infrastructure—which channels polluted runoff directly into receiving waters without treatment—to a more resilient and sustainable storm drain system comprised of "green" infrastructure facilities and sustainable practices to capture, store and treat stormwater using specially designed landscape systems before the runoff enters the bay or ocean.

The Green Infrastructure Plan:

- Includes a mapping and prioritization mechanism to identify and prioritize both private and public green infrastructure project opportunities;
- Identifies locations and timeframes for implementing green infrastructure, including numeric targets for retrofitting impervious areas to achieve mandated pollutant load reductions;
- Utilizes a regionally consistent process for tracking and mapping completed projects to ensure progress towards meeting the pollutant load reduction targets;
- Includes and/or reference design and construction guidelines and standard specifications and details for green infrastructure to guide and enable the completion of projects;
- Integrates with other planning efforts, including updating relevant plans, policies, codes, and ordinances to incorporate green infrastructure for stormwater management to support the implementation of project opportunities;
- Evaluates long-term funding options for design, construction, and long-term operations and maintenance, from the Town and other sources;
- Incorporates any necessary legal mechanisms to enable implementation of the plan and projects within and by the Town; and,
- Includes public outreach on development and implementation of the plan.

For the Town to be compliant to the requirements of the MRP, the Town's Green Infrastructure Plan must be completed and then submitted to the Water Board by September of 2019.

### **Council Adopted Values**

The consideration of the Green Infrastructure Plan is consistent with the Council value of *vision* because it considers the future health, safety and welfare of town and its residents.

### **Sustainability Impact**

The ultimate approval of the Green Infrastructure Plan will promote the development of green infrastructure through future private and public projects within the Town. Having a plan in place

that guided projects to build sustainable storm water treatment facilities will enhance water quality into the bay and the benefits that come with a healthy bay and ocean.

**Alternatives**

None

**CONCLUSION**

Staff recommends the City Council listen to a presentation given by staff and ask questions on about the preparation of the plan.





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Pak Lin, Administrative Services Director  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 10, 2019  
 SUBJECT: FY 2019-20 Budget Study Session

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## RECOMMENDATION

This item is a study session for informational purposes only. No City Council action is required; however, Staff seeks City Council feedback on the following:

1. Reclassify part-time HR Manager position to full-time HR Analyst,
2. Offer Intern/Student Aide program for FY 2019-20, which includes a Public Information Officer Intern, a Recreation Intern, and a part-time year-round Student Aide for office administration,
3. Begin making additional contributions in FY 2019-20 to PARS Pension Trust based on CalPERS 6 percent discount rate,
4. Appropriate \$125,000 in FY 2018-19 towards consultants cost to research and investigate the opportunity for new taxes or fees to prepare for operating deficit projected for FY 2021/22,
5. Consider amending the Investment Policy to add Bank Certificate of Deposit and sign agreement with broker/dealer company to begin the rolling CD investment strategy, as described in the Analysis section of the Staff Report.

## EXECUTIVE SUMMARY

The projected operating surplus for the Town's General Fund is \$2,661,175 for FY 2018-19 and \$696,857 for FY 2019-20. The surplus accounts for the following:

- Slow down in the economy resulting in conservative projections for sales tax and cardroom tax revenues;
- New investment strategies to maintain the current investment earnings level in FY 2019/20;
- New planning, building and engineering fees and deposits, effective May 1, 2019;
- Cost of Living Adjustments and other personnel benefits per the recent negotiations; and
- Reduction in contribution to OPEB Trust, per 2017 OPEB Valuation Report.

Major increases are summarized in **Attachment A** and the "Analysis" section of the Staff Report.

## **FISCAL IMPACT**

City Council review and direction on the 2019-20 Budget and Financial Plan preliminary report will not impact the current 2018-19 City Budget. It will inform the development of the Proposed 2019-20 Budget and Financial Plan that will be considered by the City Council in May and June.

## **BACKGROUND**

The budget is an annual planning tool that communicates priorities and sets the Town's operating and spending policy for the year. The City Manager is responsible for presenting a budget to the City Council, in accordance with Colma Administrative Code Section 4.01 Division 2. The financial objective of the budget is to ensure that there are sufficient funds to meet ongoing spending. Special projects, where spending is generally one-time in nature, can utilize reserves.

The Budget Process really begins at the beginning of each fiscal year on July 1<sup>st</sup>. Upon adoption of the 2018-19 Budget, Town Staff reviews and monitors monthly expenditure reports and address any issues or discrepancies immediately. In January, departments were asked to review their mid-year numbers and provide preliminary assessments on whether budget adjustments are needed. As presented in the February 27, 2019 City Council meeting, no budget adjustments were needed. The Mid-Year Budget Revenue agenda item included a summary of City Council approved budget amendments for the first half of the fiscal year, including the addition of and appropriation for the El Camino Real Bicycle and Pedestrian Project, the creation of seven new funds and the related transfers, the budget increase for the Dispatch Furniture Upgrade project, and the implementation of the 2018 Unfunded Liabilities Strategies – where \$1.05 million was paid to CalPERS as a supplemental contribution, \$1.00 million was transferred to the PARS Pension Trust, and \$650,000 was transferred to the Accrued Leave Reserve addressing Leave Payouts upon retirement.

The development of the FY 2019-20 budget began shortly after the February City Council meeting. Departments were given total expenditures through February and budget instructions. Departments were also tasked to project year ending expenditures for FY 2018-19 and "hold the line" for FY 2019-20 expenditure budget. Aside from utility increases and selected contract services, the Departments were diligent in holding the line on their respective budgets.

The Finance Team was responsible for projecting the departmental personnel costs and non-departmental revenues. The personnel cost projection was finalized after the tentative labor agreements were reached. The personnel cost accounted for separations, vacancies and other departmental personnel changes.

Finance continues to use HdL for sales tax revenue projections, State and County reports for grants and other distributions, and historical average for Cardroom Tax, rentals and investment earnings. Finance also hosted a county financial officer group (SAMFOG) in March and polled other Finance Director's from the County on what they foresee for the next five years and their projection method for General Fund revenues and expenditures.

## ANALYSIS

Based on our analysis, the General Fund is projected to have an operating surplus of \$2,661,175 for FY 2018-19 and \$696,857 for FY 2019-20.

	[a]	[b]	[b] / [a]	[c]	[c] - [b]	[c] / [b]-1
Financial Summary General Fund (in millions)	2018/19 Amended Budget	2018/19 Estimated Actual	% of Estimated Actual to Budget	2019/20 Proposed Budget	\$ Change Budget to Estimated Actual	% of Budget to Estimated Actual
Revenues	\$ 17.53	\$ 17.75	101%	\$ 17.83	\$ 0.26	2%
Expenditures	15.48	15.08	97%	17.13	2.04	11%
Operating Surplus / (Deficit)	\$ 2.06	\$ 2.67	--	\$ 0.70	--	--

Total General Fund revenues are expected to exceed the FY 2018-19 budget by \$212,000, bringing the projected estimated revenue from \$17,534,322 to \$17,751,276. The FY 2019-20 General Fund revenues are projected to increase by \$264,555 from the FY 2018-19 Estimated Actuals. The main drivers for these increases are in "sales and cardroom taxes", "licenses and permits", and "use of money & property".

### Sales and Cardroom Taxes

As shown in **Attachment B**, sales tax revenue is projected to be \$11,690,000 in FY 2018-19 and \$11,550,000 in FY 2019-20. This is driven by two elements. Roughly \$300,000 of the sales tax received in FY 2018-19 should have been received in FY 2017-18. Due to a system change, the California Department of Tax and Fee Administration (CDTFA) could not distribute sales tax timely to all California agencies. The second driver is from auto sales, where HdL noticed that auto purchases and transfers have plateaued in FY 2018-19 and is assumed to reduce in FY 2019-20.

Cardroom taxes have consistently hovered over \$4.2 million and \$4.4 million and is projected conservatively at \$4,300,000 in FY 2018-19 and \$4,250,000 in FY 2019-20.

### Licenses & Permits

The FY 2018-19 License & Permit budget accounts for the development of two specific commercial lots, which did not occur in FY 2018-19. As a result, the FY 2018-19 License & Permit revenue is \$20,939 less than the FY 2018-19 Budget. Assuming the projects will begin in FY 2019-20 plus the newly City Council approved fees and related charges for Planning, Building, and Engineering Divisions, the FY 2019-20 License & Permit revenue is expected to be \$160,154 more than FY 2018-19 Estimated Actual. The Planning, Building and Engineering Divisions have also began noticing a decline in permit activities in FY 2018-19. This is an early indicator of an economic slowdown and will require continued monitoring to assert whether this is a trend or a blip.

### Use of Money & Property

The Town invests all its excess funds into State and County Pools, LAIF and SMC Pool respectively. The goal of these investment pools is to secure public funds by investing in short term, more security, and liquid assets. The types of assets are also governed by California Government Code

Section 53600, et seq. As a result, investment returns are usually 3 percent to 4 percent lower than the market. The average return has been between 1.0% to 1.7%.

Because Wall Street has been extremely reactive to the suggested changes to federal and international policies, investment earnings have experienced unusual growth, regardless of types. As a result, the Town’s investment earning is projected to be \$400,904 in FY 2018-19, or \$187,904 more than budget. To ensure the Town will weather the upcoming economic adjustment, Town Staff has met with an investment company to diversify the Town’s portfolio. One viable option is to invest \$5,000,000 into Bank Certificate of Deposits (CD) where a million dollars will be invested in 1-Year CDs, 2-Year CDs, 3-Year CDs, 4-Year CDs, and 5-Year CDs. There will be a \$250,000 limit for each CD so that it can be FDIC/NDUA insured. The FY 2019-20 Investment Earnings assume that the Town will embark on this rolling CDs investment strategy and thereby setting the budget at \$500,904 in FY 2019-20. Staff is anticipating that the new investment strategy may push the anticipated operating deficit from FY 2021/22 to FY 2022/23.

### General Fund Expenditures

As shown in **Attachment B**, total FY 2018-19 General Fund Expenditures will be \$15,079,100, or 97% of budget. The FY 2019-20 Budget is \$17,128,973, or an increase of 14% from the FY 2018-19 Estimated Actual. The numbers below include all “Proposed Increases” and “Other Discussion Matters” sections below. To provide a highlight of the changes in the expenditure budget, these items are mentioned as it applies to the expenditure categories. The items are discussed in more detail in the “Proposed Increases” and “Other Discussion Matters” sections below.

	[a]	[b]	[b] / [a]	[c]	[c] - [b]	[c] / [b]-1
General Fund Expenditures (in millions)	2018/19 Amended Budget	2018/19 Estimated Actual	% of Estimated Actual to Budget	2019/20 Proposed Budget	\$ Change Budget to Estimated Actual	% of Budget to Estimated Actual
Salary, Wages, and Benefits	\$ 10.04	\$ 9.85	98%	\$ 11.23	\$ 1.37	14%
Supplies & Services (Including Contractual)	4.53	4.33	96%	4.69	0.36	8%
Recreation Expenses	0.18	0.18	100%	0.19	0.01	7%
Facilities	0.60	0.60	99%	0.72	0.13	21%
Fleet Allocation & Equipment Purchase	0.14	0.12	87%	0.29	0.17	147%
<b>Total Expenditures</b>	<b>\$ 15.48</b>	<b>\$ 15.08</b>	<b>97%</b>	<b>\$ 17.13</b>	<b>\$ 2.05</b>	<b>14%</b>

The FY 2019-20 Budget is \$2,049,873 more than the FY 2018-19 Estimated Actual.

- \$625,352 increase is in Salary & Wages. The increase includes negotiated COLA increases, reclassification of part-time HR Manager to full-time HR Analyst, the internship/student aide program, and the additional support in Finance, as discussed below. The FY 2019-20 Budget also included positions that were vacant in FY 2018-19, but expected to be filled by FY 2019-20.



- \$748,423 increase is in Benefits. The main drivers are increase in PERS contribution and increase medical premium cost. Due to changes in CalPERS medical negotiations, many employees moved from Blue Shields Access to a more expensive plan (Anthem Blue Cross) in order to stay with the same doctor. The FY 2019-20 budget also includes, for the first time, supplemental pension contribution of \$343,815 into PARS Trust and the additional \$65,000 set aside towards Accrued Leave Payout.
- \$363,290 increase is Supplies & Services (including Contractual). Total insurance premium for property, liability and worker's comp is projected to increase by \$88,800 or 15% more than FY 2018-19 Estimated Actual. The remaining \$149,490 is primarily the restoration of contingency budget for all departments. These include restoring the planning services budget for plan reviews. As mentioned in the Licenses & Permit section above, potentially fewer planning permit applications submitted could mean less Professional Planning Services for Current Activities. The FY 2018-19 City Manager Estimated Actual includes \$125,000 for consulting services to survey for potential new taxes and fees. This will be a multi-year project beginning in April 2019 in preparation for the November 2020 election ballot. The appropriation of \$125,000, if approved by the City Council, will be moved to the capital program to be carried over until the project completes. More information can be found in the "Other Discussion Matters" section below.
- \$125,597 increase in Facilities. More than half of the increase is in Town Hall and is related to the EVGo Station, which generates roughly \$5,000 of additional electricity charges per month. The Town is currently in negotiations with EVGo and will be fully reimbursed once the contract is signed. Of the \$125,597 increase, \$38,950 of the increase is related to interior and exterior maintenance at all facilities, including new kitchen cabinets, sink and appliances at Sterling Park (\$20,000), repairs to cupola (roof) at Sterling Park (\$15,000), new drapes and fabric for partition wall at Community Center (\$33,000), and secondary entryway for Dispatch area at the Police Station (\$18,000). Additional details on these increases will be included in the budget narratives for the May 8 Budget Study Session.
- \$174,490 increase in Fleet Allocation & Equipment Purchase. The budget for the Equipment Purchase stays the same as FY 2018-19. The main change is in the Fleet Replacement Allocation. Previously, the annual allocation has been \$86,000 per year. Based on the increase in vehicle replacement costs and the costs to outfit each vehicle, the average replacement cost per vehicle (Police or Public Works) is close to \$100,000. To ensure the Town is reserving adequately for vehicle replacement, the annual allocation has been increased to \$250,000. Staff will review the fleet replacement schedule and allocation method, and will bring additional Information back to the City Council for consideration in FY 2019-20 on a funding strategy and allocation method.

### **Proposed Increases**

A key element in developing the Annual Town Budget is a review of the staffing level of each department, as well as unexpected new fees or contract costs. The City Manager reviewed the proposed increases and is recommending the following changes in FY 2019-20 Budget:

- **Internship/Student Aide Program.** The proposed increase includes budget for two interns and one student aide. The positions include a Public Information Officer Intern, a Recreation Intern, and an Office Management Student Aide. The Interns are budgeted based on \$20/hr. The Student Aide is budgeted based on \$13/hr. Total program cost is \$38,500.

- **Reclassification of Part-Time HR Manager to Full-Time HR Analyst.** The number of recruitments in FY 2018-19 has been unprecedented and turnover from retirement is expected to continue to rise in the next five years. The part-time HR Manager does not have enough hours in the office to manage recruitments, benefits, trainings, and other HR matters. To minimize cost, Staff is recommending to reclassify the Part-Time HR Manager position to a Full-Time HR Analyst, with the opportunity for part-time benefited. Net increase is \$94,607.
- **Supplemental Coverage for Finance.** A member of the Finance Team will be going on an extended leave of absence for personal matters. To ensure sufficient coverage for finance functions, Staff is recommending a net increase of \$26,877. It will be split between consulting services and part-time personnel.
- **Sea Level Rise contribution.** As discussed in the February 27, 2019 City Council meeting, Resilient San Mateo asked the Town for a \$25,000 initial contribution to fund and address Bay Area sea water level rise.

Net impact of these additions is \$184,984.

### **Other Discussion Matters**

- **New Tax/Fee Consultant.** During the February 6, 2019 Strategic Planning meeting, Staff presented the concept of engaging with a subject matter expert in finding out whether the Town residents and businesses have appetite for new fees or taxes. The idea of looking for new taxes was to address the projected operating deficit in FY 2021/22. Staff reached out to a consultant well known in the industry and requested a proposal. The consultants proposed services included engagement with the public around their priorities, provide City Council feedback on residents' views, guide us through our vision enhancing "local control over the Town's taxpayer's dollars", and gauging interest in local funding solutions. The proposal also included a Town-wide survey, marketing, and ballot preparation. The proposal also included an exit clause such that if the Town survey shows no appetite for new taxes or fees, the Town may terminate the contract. The Town-wide survey is \$17,000. The entire package is estimated to be \$125,000. The FY 2018-19 Estimated Actual included the entire \$125,000 in the City Manager's Office. If City Council is still interested in this discovery stage, Staff will come back in the City Council for authorization to enter into this engagement. The unspent appropriation will be carried over to the following year. If the City Council is not in favor of this, the budget presentation scheduled for May 8 will exclude this estimate.
- **New Investment Policy.** To address the projected operating deficit in FY 2021-22, Staff connected with a broker/dealer in March. Typical investment firms will charge an administrative fee plus a percent on investment earnings. Because this is a broker/dealer, the Town is buying investment from the source, rather than through a third-party. This particular broker/dealer recommended the Town to start with CDs as they are FDIC/NDUA insured as long as each investment is less than \$250,000. The broker/dealer also recommended a rolling CD strategy to diversify and get the best overall return. Current average returns on CDs are 2.0% to 2.5% depending on the length of the CD. If the City Council is in favor of this investment strategy, Staff will come back in the May or June City Council meeting for authorization to enter into an agreement with the broker/dealer and amend the Investment Policy to add a clause for Bank Certificates of Deposit. If the City

Council is not in favor of this option, the investment earnings budget will be reduced to the same level as FY 2018-19 Budget.

- **Supplemental Pension Contribution.** The FY 2019-20 Budget accounts for supplemental contribution of \$343,815 based on 6 percent discount rate. This amount is consistent with the 2018 Unfunded Liability Strategy report. At 6.5%, the supplemental contribution would be \$154,624. City Council may also direct Staff to make this supplemental contribution directly to CalPERS rather than to PARS.
- **OPEB Contribution.** Based on the 2017 OPEB Valuation report and discussion with the Actuary, the Town's FY 2018-19 contribution included medical premiums for active employees – in the report it's called implicit subsidy. The FY 2018-19 OPEB contribution was \$1,698,715. The FY 2019-20 proposed OPEB contribution is \$1,609,375. Since the Town's OPEB is currently 14% funded, Staff recommends to keep the FY 2018-19 OPEB Contribution as \$1,698,718 but reduce the FY 2019-20 OPEB Contribution to \$1,609,375.

### **Reasons For the Recommended Action/Findings**

Providing for early public discussion of the Town's Financial Plan allows an opportunity for Staff to evaluate and incorporate any new items that may not be included in the baseline budget.

### **Council Adopted Values**

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

- *Responsibility.* Making decisions after prudent consideration of their financial impact, considering 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.

### **Alternatives**

In addition to providing feedback on the items listed under Proposed Increases and Other Discussion Matters, the City Council may provide direction to Staff on budgetary items to add or be removed.

### **CONCLUSION**

Staff is requesting comments from the Council and the public on the Preliminary Budget Report during the April 10, 2019 Budget Study Session. A second Budget Study Session will be held on May 8, 2019 and a public hearing to adopt the FY 2019-20 Proposed Budget will be held on June 12, 2019. A more detailed budget document will be provided in advance of these meetings.

### **ATTACHMENTS**

- A. Summary of Significant Increases
- B. General Fund Financial Summary



**Town of Colma  
2019-20 Budget  
Summary of major increases**

<b>Department</b>	<b>Description</b>	<b>Acct No</b>	<b>Proposed Budget</b>	<b>Budget Offset</b>	<b>Net Impact</b>
City Manager	Public Info Officer Intern	11-140-5xxxx	16,850		16,850
Human Resources	Reclass HR Mgr to HR Analyst	11-141-5xxxx	163,912	(69,305)	94,607
	Student Aide	11-141-5xxxx	2,400		2,400
Finance	Payroll and accounting coverage while employee goes on extended leave	11-150-5xxxx	52,200	(25,323)	26,877
Public Works Eng	Student Aide	11-310-5xxxx	2,400		2,400
Public Works Maint	Sea Level Rise	11-320-73006	25,000		25,000
Recreation	Summer Camp Intern	11-510-5xxxx	16,850		16,850
	<b>Total</b>		<b>279,612</b>	<b>(94,628)</b>	<b>184,984</b>



**Town of Colma  
2019-20 Budget  
4-Year Financial Summary**

			[a]	[b]	[a] - [b]	[b] / [a]	[c]	[c] - [b]	[c] / [b]
General Fund	2016/17 Actual	2017/18 Actual	2018/19 Final Budget	2018/19 Est Actual	2018/19 Budget to Actual	% of Budget to Actual	2019/20 Proposed Budget	Inc / (Dec) Budget to Est. Actual	% Inc / (Dec)
<b>Revenues by Categories</b>									
Sales Tax	11,191,459	11,397,118	11,750,000	11,690,000	60,000	99%	11,550,000	(140,000)	-1%
Cardroom Tax	4,278,510	4,339,128	4,235,000	4,300,000	(65,000)	102%	4,250,000	(50,000)	-1%
Property & Other Taxes	722,104	735,905	731,000	767,278	(36,278)	105%	765,678	(1,599)	0%
Licenses & Permits	365,671	271,046	123,840	102,901	20,939	83%	263,055	160,154	156%
Fines & Forfeitures	57,490	65,128	69,000	92,846	(23,846)	135%	92,846	-	0%
Use of Money & Property	529,330	695,218	317,302	509,998	(192,696)	161%	609,998	100,000	20%
Revenues from Other Agencies	23,230	54,636	67,010	78,010	(11,000)	116%	67,010	(11,000)	-14%
Charges for Current Services	872,472	880,037	135,870	154,942	(19,072)	114%	159,942	5,000	3%
Other Revenues	74,458	77,790	105,300	55,300	50,000	53%	67,300	12,000	22%
<b>Total Revenues</b>	<b>18,114,723</b>	<b>18,516,005</b>	<b>17,534,322</b>	<b>17,751,276</b>	<b>(211,954)</b>	<b>101%</b>	<b>17,825,830</b>	<b>264,555</b>	<b>0%</b>
<b>Expenditures by Department</b>									
General Administration	2,818,632	3,155,394	3,607,480	3,603,009	4,471	100%	4,015,880	412,871	11%
Police	6,054,863	6,954,347	7,649,268	7,454,310	194,958	97%	8,577,620	1,123,310	15%
Public Works & Planning/Building	3,029,425	3,104,850	2,596,170	2,401,909	194,261	93%	2,696,310	294,401	12%
Facilities	458,198	480,662	598,790	595,728	3,062	99%	721,325	125,597	21%
Recreation	954,005	980,677	1,025,840	1,024,144	1,696	100%	1,117,838	93,694	9%
<b>Total Expenditures (by Dept)</b>	<b>13,315,123</b>	<b>14,675,930</b>	<b>15,477,548</b>	<b>15,079,100</b>	<b>398,448</b>	<b>97%</b>	<b>17,128,973</b>	<b>2,049,873</b>	<b>14%</b>
<b>Operating Surplus/ (Deficit)</b>	<b>4,799,600</b>	<b>3,840,075</b>	<b>2,056,774</b>	<b>2,672,175</b>			<b>696,857</b>		
<b>Other Activities</b>									
Transfers In	0	29,499	300,000	300,000	0	100%	0	(300,000)	-100%
Transfers (Out)	(5,848,997)	(1,183,819)	(16,772,045)	(16,772,045)	0	100%	(2,151,549)	14,620,496	-87%
<b>Net Transfers In/(Out)</b>	<b>(5,848,997)</b>	<b>(1,154,320)</b>	<b>(16,472,045)</b>	<b>(16,472,045)</b>	<b>0</b>	<b>200%</b>	<b>(2,151,549)</b>	<b>14,320,496</b>	<b>-187%</b>
<b>Fund Balance</b>									
Change in Fund Balance	(1,049,397)	2,685,755	(14,415,271)	(13,799,870)			(1,454,692)		
Beginning Fund Balance	22,594,247	21,544,850	24,230,605	24,230,605			10,430,735		
<b>Ending Fund Balance</b>	<b>21,544,850</b>	<b>24,230,605</b>	<b>9,815,334</b>	<b>10,430,735</b>			<b>8,976,044</b>		

			[a]	[b]	[a] - [b]	[b] / [a]	[c]	[c] - [b]	[c] / [b]
General Fund	2016/17 Actual	2017/18 Actual	2018/19 Final Budget	2018/19 Est Actual	2018/19 Budget to Actual	% of Budget to Actual	2019/20 Proposed Budget	Inc / (Dec) Budget to Est. Actual	% Inc / (Dec)
<b>Expenditures by Category</b>									
Salary, Wages & Benefits	8,023,616	9,120,178	10,036,370	9,852,695	183,675	98%	11,226,470	1,373,775	14%
Supplies & Services (including Contract)	4,662,062	4,865,363	4,524,678	4,331,486	193,192	96%	4,694,776	363,290	8%
Recreation Expenses	149,809	166,764	180,500	180,479	21	100%	193,200	12,721	7%
Facilities	458,198	480,662	598,790	595,728	3,062	99%	721,325	125,597	21%
Fleet Allocation & Equipment Purchase	21,438	42,962	137,210	118,712	18,498	87%	293,202	174,490	147%
<b>Total Expenditures (by Cate)</b>	<b>13,315,123</b>	<b>14,675,930</b>	<b>15,477,548</b>	<b>15,079,100</b>	<b>398,448</b>	<b>97%</b>	<b>17,128,973</b>	<b>2,049,873</b>	<b>14%</b>

