



**AGENDA
REGULAR MEETING
CITY COUNCIL OF THE TOWN OF COLMA**

**Wednesday, April 8, 2020
7:00 PM**

On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. Pursuant to the Shelter-in-Place Orders issued by the San Mateo County Health Officer on March 16, 2020 and March 31, 2020, the statewide Shelter-in-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, the Council Chamber will not be open to the public for the April 8, 2020 Town of Colma City Council Meeting. The purpose of these orders was to provide the safest environment for Council Members, staff and the public while allowing for public participation.

Members of the public may view the meeting by attending, via telephone or computer, the Zoom Meeting listed below:

**Join Zoom Meeting Online: <https://zoom.us/j/127732045>
Meeting ID: 127 732 045**

**One tap mobile:
+16699006833,,127732045# US (San Jose)
+13462487799,,127732045# US (Houston)**

**Dial by your location:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US
+1 312 626 6799 US (Chicago)**

**Meeting ID: 127 732 045
Find your local number: <https://zoom.us/u/acS4ed2alc>**

Members of the public may provide written comments by email to the City Clerk at ccorley@colma.ca.gov before or during the meeting . Emailed comments should include the specific agenda item on which you are commenting, or note that your comment concerns an item that is not on the agenda. The length of the emailed comment should be commensurate with the three minutes customarily allowed for verbal comments, which is approximately 250-300 words.

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PUBLIC COMMENTS

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

CONSENT CALENDAR

1. Motion to Accept the Minutes from the March 11, 2020 Regular Meeting.
2. Motion to Accept the Minutes from the March 18, 2020 Special Meeting.
3. Motion to Approve the Report of Checks Paid for March 2020.
4. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the First Quarter of 2020.
5. Motion to Adopt a Resolution Approving a Service Contract with the City of South San Francisco for Dispatch Services.
6. Motion to Adopt a Resolution Adopting Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2020-2021 Funded by SB 1: The Road Repair and Accountability Act of 2017 and Amend the Mission Road Bicycle and Pedestrian Improvement Project Budget.
7. Motion to Adopt a Resolution Authorizing the City Manager to Accept and Consent to Deeds or Grants Conveying Any Interest in or Easement Upon Real Estate for Public Purposes.

NEW BUSINESS

8. DONATION TO SMC STRONG FUND

Consider: Motion to Adopt a Resolution Authorizing Donation of _____ Dollars to the Silicon Valley Community Foundation for the San Mateo County Strong Fund.

9. MISSION ROAD IMPROVEMENT PROJECT – BID PACKAGE APPROVAL

Consider: Motion to Adopt a Resolution Approving Bid Document Package and Authorizing Staff to Advertise Notice Inviting Bids for the Mission Road Bicycle and Pedestrian Improvement Project (CIP #903).

STUDY SESSION

10. CALIFORNIA CARDROOM GAMING ASSOCIATION JOINT POWERS AGREEMENT

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

REPORTS

Mayor/City Council
City Manager

ADJOURNMENT

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

Reasonable Accommodation

Upon request, this publication will be made available in appropriate alternative formats to persons with disabilities, as required by the Americans with Disabilities Act of 1990. Any person with a disability, who requires a modification or accommodation to view the agenda, should direct such a request to Pak Lin, ADA Coordinator, at 650-997-8300 or 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 11, 2020

7:00 PM

CALL TO ORDER

Mayor John Irish Goodwin called the meeting to order at 7:03 p.m.

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

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

ADOPTION OF THE AGENDA

Mayor Goodwin asked if there were any changes to the agenda; none were requested. He asked for a motion to adopt the agenda.

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

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin					✓
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	4	0			

PRESENTATION

- Mayor Goodwin presented a proclamation to Sergeant Dawn Marchetti, Colm'a First Female Police Sergeant in honor of Women's History Month.
- City Clerk Caitlin Corley introduced new Administrative Technician Abigail Dometita.

PUBLIC COMMENTS

Mayor Goodwin opened the public comment period at 7:13 p.m. Citizen Raymond Larios, Diane Bailey of Fossil Free Building in SV and Zeden Jones of American Institute of Architects of San Mateo County spoke on item #4 regarding Reach Codes. The Mayor closed the public comment period at 7:19 p.m.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the February 26, 2020 Regular Meeting.

2. Motion to Approve the Report of Checks Paid for February 2020.
3. Motion Accepting the 2019 Annual Report on the Implementation of the General Plan, Including the Housing Element.
4. Motion to Introduce the Following Ordinance by Title Only and Waive a Further Reading of the Ordinance: an Ordinance Amending Colma Municipal Code Subchapter 5.04 to Exceed the Minimum Building Code Standards for Building Electrification and EV Charging Infrastructure, and Set the Public Hearing Date for April 8, 2020.
5. Motion Accepting the Fiscal Year 2019-20 Mid-Year Financial Report Through December 31, 2019 and Authorizing a Copy to be Posted on the Town's Website.

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

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	4	0			

NEW BUSINESS

6. ADULT HOLIDAY PARTY

City Manager Brian Dossey presented the staff report. Mayor Goodwin opened the public comment period at 7:36 p.m. Resident Maureen O'Connor made a comment. The Mayor closed the public comment period at 7:36 p.m. Council discussion followed.

Action: Council Member Gonzalez moved to Direct the City Manager to: (1) Plan and Coordinate an Adult Holiday Event in December 2020; (2) Set the Participation Fee for the Adult Holiday Party at \$15 for Adults and \$10 for Seniors and Disabled; and (3) Plan and Coordinate the Annual Town Picnic for September 12, 2020; the motion was seconded by Council Member Fiscaro and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	4	0			

STUDY SESSION

7. CALIFORNIA CARDROOM GAMING ASSOCIATION JPA

City Manager Brian Dossey presented the staff report. Rudy Bermudez of the CCGA also spoke. Mayor Goodwin opened the public comment period at 8:11 p.m. and seeing no one come forward to speak, the Mayor closed the public comment. Council discussion followed.

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

COUNCIL CALENDARING

The next Regular City Council Meeting will be on Wednesday, March 25, 2020 at 7pm here at Town Hall.

REPORTS

John Goodwin

Seton Hospital Study Session Meeting, 3/4/20

Seton Hospital Emergency Meeting, 3/6/20

City Manager Brian Dossey gave an update on the growing COVID-19 outbreak.

ADJOURNMENT AND CLOSE IN MEMORY

Mayor Goodwin adjourned the meeting at 9:29 p.m. in memory of Margy Baldwin, longtime community member and supporter of the Colma Historical Association.



**MINUTES
SPECIAL MEETING**

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

Wednesday, March 18, 2020

6:00 PM

This meeting included teleconference participation from a quorum of councilmembers in locations not open to the public in compliance with the Governor's Executive Order N-25-20 issued on March 12, 2020, allowing for deviation of teleconference rules required by the Ralph M. Brown Act.

CALL TO ORDER

Mayor Goodwin called the meeting to order at 6:02 p.m.

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

Staff Present – City Manager Brian Dossey, City Attorney Christopher Diaz, Chief of Police Kirk Stratton, Administrative Services Director Pak Lin and City Clerk Caitlin Corley were in attendance.

ADOPTION OF THE AGENDA

Mayor Goodwin asked if there were any changes to the agenda; none were requested. He asked for a motion to adopt the agenda.

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

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin					✓
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	4	0			

NEW BUSINESS

1. PROCLAIMING AND RATIFYING A LOCAL EMERGENCY RELATED TO COVID-19

Christopher Diaz presented the staff report. Mayor Goodwin opened the public comment period at 6:06 p.m. and seeing no one come forward to speak, he closed the public comment period. Council discussion followed.

Action: Council Member del Rosario moved to Adopt a Resolution Proclaiming a Local Emergency Regarding Novel Coronavirus (COVID-19), and Ratifying the Proclamation of Local Emergency by the City Manager/Director of Emergency Services; the motion was seconded by Council Member Fisicaro and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	4	0			

2. **ADOPTION OF FY 2020-21 BUDGET – ROLOVER FROM FY 2019-20**

City Manager Brian Dossey presented the staff report. Mayor Goodwin opened the public comment period at 6:13 p.m. and seeing no one come forward to speak, he closed the public comment period. Council discussion followed.

Action: Council Member Fiscaro moved to Adopt a Resolution Appropriating Funds and Adopting the Annual Budget for the Fiscal year 2020-21; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	4	0			

3. **AUTHORIZATION OF PANDEMIC PAID TIME OFF**

City Attorney Christopher Diaz noted that Council Member Gonzalez would not participate due to a conflict of interest; she muted herself on the teleconference line. City Manager Brian Dossey presented the staff report. Mayor Goodwin opened the public comment period at 6:33 p.m. and seeing no one come forward to speak, he closed the public comment period. Council discussion followed.

Action: Council Member Fiscaro moved to Adopt a Resolution Authorizing Pandemic Paid Time Off to Town Employees Impacted by Operational Reductions During the COVID-19 Outbreak; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
Raquel Gonzalez				✓	

Joanne F. del Rosario	✓			
	3	0		

Council Member Gonzalez returned to the teleconference line.

REPORTS

City Manager Brian Dossey gave an update on the COVID-19 situation.

ADJOURNMENT

Mayor Goodwin adjourned the meeting at 6:51 p.m.

Respectfully submitted,

Caitlin Corley
City Clerk



Final Check List
Town of Colma

apChkLst
03/03/2020 8:49:04AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51367	3/3/2020	00051	CALIFORNIA WATER SERVICE6544607057	2/18/2020	6544607057 SW CORNER HIL	119.82	119.82
51368	3/3/2020	00071	CSG CONSULTANTS, INC. 12/28/19-01/31/2	2/24/2020	CSG	149,303.19	149,303.19
51369	3/3/2020	00093	CITY OF SOUTH SAN FRANCISCO1518033	2/12/2020	TRAFFIC SIGNAL MAINTENAN	750.00	750.00
51370	3/3/2020	00221	LCC PENINSULA DIVISION 1569	2/25/2020	2020 MEMBERSHIP DUES FO	100.00	100.00
51371	3/3/2020	00254	METRO MOBILE COMMUNICA200313	3/1/2020	MAINTENANCE CONTRACT	602.00	602.00
51372	3/3/2020	00307	PACIFIC GAS & ELECTRIC 02/20/2020	2/20/2020	PG&E	7,205.11	
			02/25/2020	2/25/2020	PG&E	2,250.53	9,455.64
51373	3/3/2020	00464	HINDERLITER, DE LLAMAS 0033108-IN	2/20/2020	SALES TAX SERVICES	4,954.09	4,954.09
51374	3/3/2020	01037	COMCAST CABLE 02/27-03/26 XFII	2/17/2020	8155 20 022 0002770 1520 HIL	10.99	10.99
51375	3/3/2020	01183	BEST BEST & KRIEGER LLP 870071	2/26/2020	CITY ATTORNEY SERVICES	19,488.04	
			870072	2/14/2020	CITY ATTORNEY SPECIAL SE	1,730.40	21,218.44
51376	3/3/2020	01340	NAVIA BENEFIT SOLUTIONS 10240981	2/28/2020	SECTION 125 PARTICIPANT &	75.00	75.00
51377	3/3/2020	01431	CSAC EXCESS INSURANCE A 20100300	2/20/2020	EWC PREMIUM ADJUSTMEN	24,332.00	24,332.00
51378	3/3/2020	01816	QUALITY STRIPING, INC. 93782	12/23/2019	COLLINS AVE. @ SERRAMON	930.00	930.00
51379	3/3/2020	01831	DEL ROSARIO, JOANNE F. 02/07/20 ABAG I	2/25/2020	02/07/20 ABAG MEETING UBE	66.22	66.22
51380	3/3/2020	02179	HUB INTERNATIONAL OF CA January 2020	2/15/2020	INSURANCE EVENTS	390.45	390.45
51381	3/3/2020	02788	LUNA-SEVILLA, MARGARET-R36	2/21/2020	ZUMBA CLASSES	280.00	280.00
51382	3/3/2020	02849	U.S. BANK PARS ACCOUNT, 6 March 2020	3/2/2020	OPEB CONTRIBUTION	134,115.00	134,115.00
51383	3/3/2020	02909	TAPIA, ELIZABETH Winter 2020	2/2/2020	WINTER 2020 TUITION REIME	965.23	965.23
51384	3/3/2020	03015	U.S. BANK CORPORATE PMT 02/24/2020	2/24/2020	CREDIT CARD PURCHASE	3,803.14	
			02/24/2020 Doss	2/24/2020	CREDIT CARD PURCHASE	2,617.74	
			02/24/20 Navarr	2/24/2020	CREDIT CARD PURCHASE	1,159.52	
			02/24/2020 Tapi	2/24/2020	CREDIT CARD PURCHASE	1,149.79	
			02/24/2020 Goot	2/24/2020	CREDIT CARD PURCHASE	727.31	
			02/24/2020 Corle	2/24/2020	CREDIT CARD PURCHASE	499.84	
			02/24/2020 Gote	2/24/2020	CREDIT CARD PURCHASE	382.78	
51385	3/3/2020	03061	NORTH BAY PETROLEUM 2125115	2/15/2020	PW GAS PURCHASES 1-15	361.85	10,340.12
51386	3/3/2020	03267	ACC BUSINESS 200425337	2/27/2020	ETHERNET ACCESS	674.58	361.85
3032020	3/3/2020	00282	CALIFORNIA PUBLIC EMPLOY1000000159575;	2/14/2020	MEDICAL INSURANCE	5,496.10	674.58
							5,496.10
							364,540.72

Sub total for TRI COUNTIES BANK:

21 checks in this report.

Grand Total All Checks: 364,540.72

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51387	3/10/2020	00013	ANDY'S WHEELS & TIRES	2/29/2020	TIRE SERVICE	44.38	44.38
51388	3/10/2020	00038	BROADMOOR LUMBER & PLY	2/29/2020	PW PURCHASES	59.27	59.27
51389	3/10/2020	00181	IEDA	3/1/2020	LABOR RELATIONS CONSULT	1,469.00	1,469.00
51390	3/10/2020	00254	METRO MOBILE COMMUNICA	3/3/2020	REMOVE ALL PUBLIC SAFETY	885.93	885.93
51391	3/10/2020	00263	MULIMBAYAN, LIVIEN	3/4/2020	03.04.20 DEPOSIT REFUND	350.00	350.00
51392	3/10/2020	00280	OFFICE DEPOT, INC.	3/4/2020	03.04.20 DEPOSIT REFUND	300.00	650.00
51393	3/10/2020	00307	PACIFIC GAS & ELECTRIC	2/19/2020	RECYCLED PAPER	207.84	343.59
51394	3/10/2020	00345	SMC SHERIFF'S OFFICE	2/25/2020	OFFICE SUPPLIES	135.75	286.12
51395	3/10/2020	00411	TURBO DATA SYSTEMS	9248309814-8601 F STREET	286.12	125.00	125.00
51396	3/10/2020	00500	SMC CONTROLLERS OFFICE	APRIL 20-24, 2020 MELENDRE	125.00	962.75	962.75
51397	3/10/2020	00553	PACIFIC NURSERIES	2/29/2020	CITATION PROCESSING	962.75	2,297.10
51398	3/10/2020	00619	LUM, SHERWIN	3/3/2020	ALLOCATION OF PARKING PE	2,297.10	86.03
51399	3/10/2020	00830	STAPLES BUSINESS CREDIT	2/19/2020	GAZANIA DAYBREAK MIX	86.03	30.00
51400	3/10/2020	01030	STEFFORD, INC.	3/2/2020	03.02.20 8 BALL LUNCH/TRAIL	30.00	1,346.72
51401	3/10/2020	01037	COMCAST CABLE	2/25/2020	OFFICE SUPPLIES	1,346.72	8,881.10
51402	3/10/2020	01107	THE ONE HUNDRED CLUB OF	2/20/2020	MONTHLY SERVICE CONTRA	5,622.00	16,105.73
51403	3/10/2020	01184	PENINSULA UNIFORMS & EQ	3/2/2020	05.08.20-05.07.21 (4) 1 YEAR I	2,564.00	150.00
51404	3/10/2020	01367	DUO DANCE ACADEMY	2/20/2020	REPLACE SCAN SNAP IX500:	695.10	1,239.10
51405	3/10/2020	01629	R. J. RICCIARDI INC., CPAS	2/27/2020	8155 20 022 0094769 TOWN C	15,230.55	325.00
51406	3/10/2020	01995	CELESTE, MIKE L.	03/02/20-04/01/2	8155 20 022 0097069 INTERNI	295.06	9,785.75
51407	3/10/2020	02144	DOMINIC A. DE LUCCA DBA	02/25-03/24 427	8155 20 022 0097028 427 F ST	290.06	720.00
51408	3/10/2020	02155	OLD DOMINION BRUSH COM	02/25-03/24 Intel	8155 20 022 0097051 Internet	290.06	10,505.75
51409	3/10/2020	02190	GOGAN, REA	02/25-03/24 Intel	8155 20 022 0097051 Internet	290.06	660.00
				11/01/19-10/31/20	11/01/19-10/31/20 KIRK STRAT	150.00	700.00
				2/29/2020	UNIFORMS	1,239.10	700.00
				3/4/2020	DANCE CLASSES	325.00	700.62
				2/29/2020	AUDIT SERVICES	9,785.75	392.00
				2/29/2020	FEB 2020 GANN LIMIT AUDIT	720.00	37.05
				2/26/2020	CARDROOM BACKGROUN	660.00	
				3/2/2020	TAE KWON DO	700.00	
				3/2/2020	ELGIN GB REGULAR HEXNUJ	700.62	
				3/2/2020	16" .040 POLY	392.00	
				3/5/2020	MARCH 4-5, 2020 MILELEAGE	37.05	

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51410	3/10/2020	02216	RAMOS OIL CO. INC.	677178	2/10/2020	PD GASOLINE PURCHASES 1	1,657.45
				678704	2/20/2020	PD GASOLINE PURCHASES 1	1,607.62
				680257	2/29/2020	PD GASOLINE PURCHASES 2	1,298.43
				677598	2/10/2020	RECREATION GASOLINE PUF	33.03
51411	3/10/2020	02274	FRANK AND GROSSMAN LANI5324	5/31/2019	INSTALL PERENNIAL ORNAM	1,254.00	4,596.53
51412	3/10/2020	02352	GUTIERREZ, IMELDA	2/24/2020	02.24.20 DEPOSIT REFUND	50.00	1,254.00
51413	3/10/2020	02382	GONZALEZ, MARIA	2/26/2020	02.26.20 DEPOSIT REFUND	250.00	50.00
51414	3/10/2020	02499	GE CAPITAL INFORMATION	103226563	1/24/2020	ADMIN COPY MACHINE RENT	512.58
				103347934	2/24/2020	ADMIN COPY MACHINE RENT	512.58
				103358714	2/27/2020	REC COPY MACHINE RENTAL	274.44
				103352456	2/25/2020	PD COPY MACHINE RENTAL	274.44
				103111877	12/26/2019	ADMIN COPY MACHINE RENT	-856.29
51415	3/10/2020	02566	STARVISTA	FY 2019-2020 G	10/31/2019	FY 2019-2020 COUNCIL APPR	3,000.00
51416	3/10/2020	02623	BLOEBAUM, CYNTHIA	March 4, 2020 H	3/5/2020	COOKING CLASSES	400.00
51417	3/10/2020	02793	DITO'S MOTORS	21726	2/28/2020	RADAR TRAILER REPLACE B.	769.76
				21698	2/24/2020	SERVICE	401.85
51418	3/10/2020	02803	GYMDOC, INC.	00112760	2/26/2020	SEMIANNUAL PREVENTATIVE	135.00
51419	3/10/2020	02827	CORODATA SHREDDING, INC.	RS3155874	2/29/2020	STORAGE, PICKUP/DELIVER	51.69
51420	3/10/2020	02830	BAILEY FENCE COMPANY, IN	79120 Retention	2/27/2020	79120 RELEASE RETENTION	98.85
51421	3/10/2020	02970	PRODUCTIVE PRINTING & GR	34489	2/28/2020	500 7.75 WINDOW ENVELOPI	114.71
51422	3/10/2020	03009	MUTT MITT	326005	3/3/2020	MUTT MITT COMPLETE STAT	1,495.56
51423	3/10/2020	03015	U.S. BANK CORPORATE PMT	02/24/2020 Gogf	3/3/2020	CREDIT CARD PURCHASE	1,497.87
				02/24/20 De Leo	2/24/2020	CREDIT CARD PURCHASE	960.39
				02/24/2020 Lin	2/24/2020	CREDIT CARD PURCHASE	346.51
				2/24/2020 Velasr	3/3/2020	CREDIT CARD PURCHASE	229.41
				02/24/2020 Wollr	2/24/2020	CREDIT CARD PURCHASE	211.89
51424	3/10/2020	03034	FLEX ADVANTAGE	118765	2/29/2020	FLEX PROCESSING FEES	180.00
51425	3/10/2020	03208	AAA BUSINESS SUPPLIES & I	2130910-0	3/2/2020	SUPPLIES	103.55
51426	3/10/2020	03224	DECORATIVE PLANT SERVICE	0182266	3/1/2020	MAINTENANCE GUARANTEEI	157.31
51427	3/10/2020	03273	THE HOME DEPOT PRO	537678096	2/26/2020	RENOWN LINERS 40X46	341.84
51428	3/10/2020	03318	DILLINGHAM ASSOCIATES	13642	2/27/2020	JAN 2020 LAWNDALE & ECR I	3,937.50
51429	3/10/2020	03340	ORDAZ, JERLYNN	40045P Refund	1/12/2020	40045P REFUND LIVESCAN C	34.00
51430	3/10/2020	03341	FERRO, SYLVIA	20018743.003	3/3/2020	03.03.20 DEPOSIT REFUND	275.00
51431	3/10/2020	03342	TOSCANO, JOVANA	40078P Refund	3/5/2020	40078P REFUND LIVESCAN C	30.00

Sub total for TRI COUNTIES BANK: 69,923.21

45 checks in this report.

Grand Total All Checks: 69,923.21

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51432	3/13/2020	01340	NAVIA BENEFIT SOLUTIONS 03132020 B	3/13/2020	DEPENDENT CARE: PAYMEN'	589.69	
			03132020 B	3/13/2020	FLEX 125 PLAN: PAYMENT	473.46	1,063.15
51433	3/13/2020	01375	NATIONWIDE RETIREMENT S03132020 B	3/13/2020	NATIONWIDE: PAYMENT	4,450.00	
			03132020 M	3/13/2020	NATIONWIDE: PAYMENT	950.00	5,400.00
51434	3/13/2020	02377	CALIFORNIA STATE DISBURS03132020 B	3/13/2020	WAGE GARNISHMENT: PAYM	871.38	871.38
51435	3/13/2020	02944	PEACE OFFICERS RESEARCH03132020 B	3/13/2020	PORAC: PAYMENT	24.00	24.00
51436	3/13/2020	02945	PORAC LEGAL DEFENSE FUN03132020 B	3/13/2020	PORAC LDF: PAYMENT	196.20	196.20
94142	3/13/2020	00521	UNITED STATES TREASURY 03132020 M	3/13/2020	FEDERAL TAX: PAYMENT	911.05	911.05
94143	3/13/2020	01360	VANTAGE TRANSFER AGENT'03132020 M	3/13/2020	ICMA CONTRIBUTION: PAYME	464.42	464.42
94144	3/13/2020	00631	P.E.R.S. 03132020 M	3/13/2020	PERS MISC NON-TAX: PAYME	660.21	660.21
94145	3/13/2020	00282	CALIFORNIA PUBLIC EMPLOY03132020 M	3/13/2020	MARCH 2020 ACTIVE PREMIL	7,498.96	7,498.96
94146	3/13/2020	00130	EMPLOYMENT DEVELOPMEN03132020 B	3/13/2020	CALIFORNIA STATE TAX: PAY	12,585.42	12,585.42
94147	3/13/2020	00521	UNITED STATES TREASURY 03132020 B	3/13/2020	FEDERAL TAX: PAYMENT	57,602.23	57,602.23
94148	3/13/2020	00282	CALIFORNIA PUBLIC EMPLOY03132020 B	3/13/2020	MARCH 2020 ACTIVE PREMIL	65,801.46	65,801.46
94149	3/13/2020	00631	P.E.R.S. 03132020 B	3/13/2020	PERS - BUYBACK: PAYMENT	43,084.77	43,084.77
94150	3/13/2020	01360	VANTAGE TRANSFER AGENT'03132020 B	3/13/2020	ICMA CONTRIBUTION: PAYME	4,988.88	4,988.88
94151	3/13/2020	00068	COLMA PEACE OFFICER'S 03132020 B	3/13/2020	COLMA PEACE OFFICERS: P/	554.90	554.90

Sub total for TRI COUNTIES BANK:

201,707.03

15 checks in this report.

Grand Total All Checks: 201,707.03

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51437	3/17/2020	00051	CALIFORNIA WATER SERVICE03/02/2020	3/2/2020	WATER BILL	4,481.96	4,481.96
51438	3/17/2020	00057	CINTAS CORPORATION #2 Feb 2020 Recre	2/29/2020	CLEANING SERVICE	1,394.84	1,394.84
51439	3/17/2020	00174	HOME DEPOT CREDIT SERV(Jan 30-Feb 21, 2	2/29/2020	OUTSIDE & INSIDE MATS AT	342.64	1,737.48
51440	3/17/2020	00280	OFFICE DEPOT, INC. 452947612001	2/28/2020	PW SUPPLY PURCHASES	332.72	332.72
			456341471001	3/5/2020	OFFICE SUPPLIES	231.25	
			456075882001	3/11/2020	OFFICE SUPPLIES	85.73	
			453587379001	3/10/2020	OFFICE SUPPLIES	69.07	
			0567147369-1	3/6/2020	OFFICE SUPPLIES	18.52	
51441	3/17/2020	00307	PACIFIC GAS & ELECTRIC	3/2/2020	PG&E	203.64	404.57
51442	3/17/2020	00352	SERRAMONTE FORD, INC. 651730	3/9/2020	2020 FORD EXPLORER 1FM5	203.64	203.64
51443	3/17/2020	00360	SAN MATEO COUNTY COMMML520108	2/25/2020	12.12.20 HOLIDAY PARTY EVE	43,088.67	43,088.67
51444	3/17/2020	00364	SMC SHERIFF'S OFFICE PS-INV103308	2/29/2020	LAB FEES	250.00	250.00
51445	3/17/2020	00388	SONITROL 1347876	3/2/2020	MONTHLY MONITORING	4,093.00	4,093.00
51446	3/17/2020	00412	TELECOMMUNICATIONS ENG46439	3/10/2020	Facilities Mgmt & Maintenance	1,109.81	1,109.81
51447	3/17/2020	00553	PACIFIC NURSERIES SI-418566	3/3/2020	ANIGOZANTHOS FLAVIDUS R	1,328.00	1,328.00
51448	3/17/2020	00623	ARAMARK Feb 2020	2/28/2020	UNIFORM SERVICE	124.55	124.55
51449	3/17/2020	00715	NOWDOCS INTERNATIONAL, 65295	3/5/2020	#285 CHECK STOCK - GREEN	448.24	448.24
51450	3/17/2020	01030	STEPFORD, INC. 2005037	2/20/2020	DEC 2019 ONSITE & REMOTE	183.54	183.54
51451	3/17/2020	01643	AUSTRIA, HELEN 2001881.003	3/5/2020	03.05.19 DEPOSIT REFUND	1,395.00	1,395.00
			2001882.003	3/5/2020	03.05.19 DEPOSIT REFUND	350.00	
51452	3/17/2020	02137	ESCOBEDO, ANGELA	3/11/2020	03.11.20 PLANET GRANITE W	300.00	650.00
51453	3/17/2020	02392	MIG	2/20/2020	JAN 2020 COLMA MISSION R	9.00	9.00
51454	3/17/2020	02499	GE CAPITAL INFORMATION 5058951611	3/1/2020	ADMIN COPY FEES	512.50	512.50
51455	3/17/2020	02585	NHAADVISORS, LLC 00315	3/9/2020	2015 COP-MSRB CONTINUIN	1,717.22	1,717.22
51456	3/17/2020	02709	GONZALEZ, CELESTE 2001890.003	3/9/2020	03.09.20 DEPOSIT REFUND	2,000.00	2,000.00
51457	3/17/2020	02787	AECO SYSTEMS, INC. 20707	3/3/2020	03.09.20 DEPOSIT REFUND	50.00	50.00
51458	3/17/2020	02799	WAVE 103745301-000E	3/1/2020	FIRE & BURGLAR PANIC ALAI	45.00	45.00
51459	3/17/2020	02857	DE LEON, DARCY Amazon Reimbu	3/13/2020	RIMS INTERNET W/SSF	400.00	400.00
51460	3/17/2020	03061	NORTH BAY PETROLEUM 2128506	2/29/2020	REIMBURSE INCORRECT PW	2,262.13	2,262.13
51461	3/17/2020	03125	REY-COLOMBO, INC. 1953	3/4/2020	PW GAS PURCHASES	266.88	266.88
51462	3/17/2020	03174	MALDONADO, VICTOR 2001889.003	3/9/2020	03/04/20 LUNCH FOR 45	527.90	527.90
51463	3/17/2020	03204	WATERLOGIC AMERICAS LLC CNIN787359W	3/7/2020	03.09.20 DEPOSIT REFUND	275.00	275.00
51464	3/17/2020	03216	COMMUNITY PLAYGROUNDS Release Retentic	2/14/2020	SERVICE AGREEMENT 42726	199.48	199.48
51465	3/17/2020	03262	FEHR & PEERS 136035-10	2/18/2020	FINAL PAYMENT	21,345.97	21,345.97
					BIKE PEDESTRIAN IMPROVEI	10,363.20	10,363.20

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51466	3/17/2020	03273	THE HOME DEPOT PRO	3/6/2020	PW PURCHASES	252.53	252.53
51467	3/17/2020	03281	GACHINA LANDSCAPE MANA(F177201 F177347	3/1/2020 2/29/2020	MAINTENANCE CONTRACT WORK ORDER	13,398.93 323.00	13,721.93
Sub total for TRI COUNTIES BANK:							113,779.92

31 checks in this report.

Grand Total All Checks: 113,779.92

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51468	3/17/2020	03034	April 2020	3/17/2020	HEALTH REIMBURSEMENT A	49,873.99	49,873.99

Sub total for TRI COUNTIES BANK: 49,873.99

1 checks in this report.

Grand Total All Checks:

49,873.99

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51469	3/24/2020	00004	000014450538	3/13/2020	C3-A/B-12-10-TS-01	1,636.45	1,636.45
51470	3/24/2020	00020	ASSOCIATED SERVICES INC 120030037	3/1/2020	WATERLOGIC WL 100 C/T PO	40.00	
			120030036	3/1/2020	MTN H/C BWC	9.00	49.00
51471	3/24/2020	00051	CALIFORNIA WATER SERVICE 1727052702	3/12/2020	1727052702 JSB ACROSS FR	74.12	74.12
51472	3/24/2020	00112	DEPARTMENT OF JUSTICE 437522	3/3/2020	PD ACCOUNT #140503	613.00	613.00
51473	3/24/2020	00117	DELTA DENTAL OF CALIFORNIA BE003865473	4/1/2020	DENTAL INSURANCE	12,797.60	12,797.60
51474	3/24/2020	00300	COMMUNITY GATEPATH	3/16/2020	03.16.20 FACILITY RENTAL C/	900.00	900.00
51475	3/24/2020	00307	PACIFIC GAS & ELECTRIC	3/11/2020	PG&E	4,828.25	4,828.25
51476	3/24/2020	00351	TELLEZ, SERENA	3/17/2020	03.17.20 FACILITY RENTAL C/	350.00	
51477	3/24/2020	00432	VISION SERVICE PLAN	3/17/2020	03.17.20 DEPOSIT REFUND C	300.00	650.00
51478	3/24/2020	00534	SMC INFORMATION SERVICE 1YCL12002	3/19/2020	VISION SERVICE PLAN	952.01	952.01
51479	3/24/2020	00623	ARAMARK	3/10/2020	MICRO CHANNEL & LINES	667.12	667.12
			860095827 Feb	2/28/2020	FIRST AID SUPPLIES TOWN H	130.32	
			860095828 Feb	2/28/2020	FIRST AID SUPPLIES PD	65.20	
			860095829 Feb	2/28/2020	FIRST AID SUPPLIES STERLII	65.20	
			860095830 Feb	2/28/2020	FIRST AID SUPPLIES CORP Y	65.20	
			860095831 Feb	2/28/2020	FIRST AID SUPPLIES COMM L	65.20	
51480	3/24/2020	00786	RANGEL, MARIA	3/16/2020	03.16.20 FACILITY RENTAL C/	150.00	391.12
			2001938.003				
51481	3/24/2020	01030	STEPFORD, INC.	3/16/2020	03.16.20 FACILITY DEPOSIT C	50.00	200.00
51482	3/24/2020	01031	A-1 RHINO LININGS, LLC	3/12/2020	JAN 2020 EXCESS HOURS	697.50	697.50
			2005108				
			10350	3/13/2020	LINER HOOD & TOP COAT	311.10	
			10361	3/17/2020	LINER HOOD & TOP COAT	311.10	622.20
51483	3/24/2020	01036	MANAGED HEALTH NETWORK IPRM-050479	3/17/2020	EMPLOYEE ASSISTANCE PRG	99.20	99.20
51484	3/24/2020	01037	COMCAST CABLE	3/11-04/10 601	8155 20 022 0096715 601 F ST	110.06	
			03/17/20-04/16/2	3/12/2020	8155 20 022 0188769 HD TECI	55.19	165.25
51485	3/24/2020	01151	MARTINEZ, ALICIA	3/15/2020	03.15.20 FACILITY RENTAL C/	150.00	
			2001929.003				
51486	3/24/2020	01399	WESTLAKE ECO SOFT TOUCH FEB 2020	3/15/2020	03.15.20 FACILITY DEPOSIT F	50.00	200.00
51487	3/24/2020	01414	VERANO HOMEOWNERS ASSA	3/1/2020	PD CAR WASH	16.95	16.95
51488	3/24/2020	01513	CARON, ANITA	4/1/2020	VERANO OWNERS ASSOCIAT	335.00	335.00
			2001941.003				
			2001942.003	3/16/2020	03.16.20 FACILITY RENTAL C/	150.00	
51489	3/24/2020	01687	UNITED SITE SERVICES OF	3/16/2020	03.16.20 RENTAL DEPOSIT C/	50.00	200.00
51490	3/24/2020	01715	HORTON, SHANNON	2/21/2020	STANDARD AND REGULAR SI	174.31	174.31
			2001985.003	3/17/2020	03.17.20 REFUND CLASS FEE	28.00	28.00

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51491	3/24/2020	01919	COLLICUTT ENERGY SERVICE	3/13/2020	SEMI-ANNUAL INSPECTION T	694.50	
			61285	3/13/2020	SEMI-ANNUAL INSPECTION P	694.50	1,389.00
51492	3/24/2020	02182	DALY CITY KUIMON CENTER	3/16/2020	TUTORING	6,735.00	
			Feb 2020	3/17/2020	TUTORING	6,735.00	13,470.00
51493	3/24/2020	02224	STANDARD INSURANCE COM	3/16/2020	LIFE INSURANCE	215.00	
51494	3/24/2020	02352	GUTIERREZ, IMELDA	3/15/2020	03.15.20 FACILITY RENTAL C/	150.00	
			2001931.003	3/15/2020	02.15.20 FACILITY DEPOSIT F	50.00	200.00
51495	3/24/2020	02468	ULINE, INC.	3/5/2020	ULTRA ONE 10 MIL LATEX GL	2,310.71	
51496	3/24/2020	02499	GE CAPITAL INFORMATION	3/5/2020	1505881-1009545A12 STERLI	76.06	
			117711131	3/17/2020	1505881-1009545A12 STERLI	76.06	152.12
51497	3/24/2020	02509	DELEON, ARISTOTLE	3/17/2020	03.17.20 FACILITY RENTAL CC	350.00	
			2001952.003	3/17/2020	03.17.20 DEPOSIT REFUND C	300.00	650.00
51498	3/24/2020	02542	JOHNSON CONTROLS SECUF	3/17/2020	FIRE SYSTEM AT SR. HOUSIN	530.39	
51499	3/24/2020	02681	PONCE, EVA	3/17/2020	03.17.20 REFUND CLASS FEE	44.00	
51500	3/24/2020	02696	LIZARDO, YESENIA	3/17/2020	03.17.20 FACILITY RENTAL CC	350.00	44.00
			2001954.003	3/17/2020	03.17.20 DEPOSIT REFUND C	300.00	650.00
51501	3/24/2020	02793	DITO'S MOTORS	3/19/2020	#5 BRAKE & AXLE SERVICE, (1,162.78	
			21835	3/17/2020	SERVICE, OIL & FILTER CHAN	180.46	
			21820	3/17/2020	OIL & FILTER CHANGE, TIRE	154.31	
			21818	3/17/2020	OIL & FILTER CHANGE	54.00	
			21816	3/16/2020	REPLACE BATTERY	24.00	1,575.55
			21809	3/13/2020	03.13.20 FACILITY RENTAL C/	480.15	
51502	3/24/2020	02816	SANCHEZ, TIFFANY SHARON	3/13/2020	03.13.20 DEPOSIT CANCELLA	300.00	
			2001922.003	2/29/2020	SHREDDING SERVICE	105.74	780.15
51503	3/24/2020	02827	CORODATA SHREDDING, INC.	3/12/2020	1199 EL CAMINO LEAK CHECI	2,206.00	
51504	3/24/2020	02935	EMCOR SERVICES-MESA ENE	3/16/2020	PD REPLACED DEFECTIVE B	1,670.00	
			013543976	3/12/2020	1180 EL CAMINO UNIT P HEA	719.56	5,041.56
			013543671	3/12/2020	1199 EL CAMINO MET W/CON	446.00	
			013543672	3/12/2020	03.12.20 MILEAGE & TOLL RE	39.83	39.83
51505	3/24/2020	02946	VELASQUEZ, AMANDA	3/16/2020	Annual Licensing - Pension Mo	8,500.00	
51506	3/24/2020	02967	GOVINVEST INC.	3/17/2020	2500 #10 FAST FORWARD WI	251.28	
51507	3/24/2020	02970	PRODUCTIVE PRINTING & GR	3/15/2020	PW GAS PURCHASES 1-15	447.97	
51508	3/24/2020	03061	NORTH BAY PETROLEUM				

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51509	3/24/2020	03175	HUANG, JOHN	2001958.003	3/17/2020	03.17.20 REFUND CLASS FEE	44.00
				2001960.003	3/17/2020	03.17.20 REFUND CLASS FEE	44.00
				2001978.003	3/17/2020	03.17.20 REFUND CLASS FEE	15.00
				2001979.003	3/17/2020	03.17.20 REFUND CLASS FEE	15.00
51510	3/24/2020	03191	MAZE & ASSOCIATES	34905	2/29/2020	ACCOUNTING SERVICES	7,440.00
51511	3/24/2020	03192	PULIDO, DEMETRIO	2001964.003	3/17/2020	03.17.20 REFUND CLASS FEE	44.00
51512	3/24/2020	03193	CASTRO, MARTA	2001924.003	3/13/2020	03.13.20 FACILITY RENTAL C/	350.00
				2001925.003	3/13/2020	03.13.20 CANCELLATION DEF	300.00
51513	3/24/2020	03201	HEWLETT, VALERIE	2001947.003	3/17/2020	03.17.20 REFUND BALANCE C	33.00
51514	3/24/2020	03273	THE HOME DEPOT PRO	540257763	3/11/2020	PW PURCHASES	993.74
51515	3/24/2020	03334	AT&T MOBILITY NATIONAL	AC287296200335X	3/2/2020	2020 Wireless	303.12
51516	3/24/2020	03343	SEQUEIRA, IVAN	40141P Refund	2/12/2020	40141P REFUND LIVESCAN C	13.00
51517	3/24/2020	03344	SAN MATEO COUNTY OFFICE	2001928.003	3/13/2020	03.13.20 FACILITY RENTAL C/	175.00
51518	3/24/2020	03345	KELLY, DENISE	2001917.003	3/13/2020	03.13.20 FACILITY RENTAL C/	350.00
51519	3/24/2020	03346	TOSCANO, JAZIEL	2001936.003	3/16/2020	03.16.20 FACILITY RENTAL C/	184.00
				2001937.003	3/16/2020	03.16.20 RENTAL DEPOSIT C/	80.00
51520	3/24/2020	03347	COLLEY, LISA	2001948.003	3/17/2020	03.17.20 REFUND CLASS FEE	32.00

Sub total for TRI COUNTIES BANK:

73,066.24

52 checks in this report.

Grand Total All Checks: 73,066.24

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51521	3/27/2020	00047	03272020 B	3/27/2020	CLEA: PAYMENT	245.00	245.00
51522	3/27/2020	01340	03272020 B	3/27/2020	DEPENDENT CARE: PAYMENT	589.69	
			03272020 B	3/27/2020	FLEX 125 PLAN: PAYMENT	473.46	1,063.15
51523	3/27/2020	01375	03272020 B	3/27/2020	NATIONWIDE: PAYMENT	4,450.00	4,450.00
51524	3/27/2020	02224	03272020 B	3/27/2020	LIFE INSURANCE: PAYMENT	625.50	625.50
51525	3/27/2020	02377	03272020 B	3/27/2020	WAGE GARNISHMENT: PAYM	871.38	871.38
94153	3/27/2020	00130	03272020 B	3/27/2020	CALIFORNIA STATE TAX: PAY	11,750.59	11,750.59
94154	3/27/2020	00521	03272020 B	3/27/2020	FEDERAL TAX: PAYMENT	54,112.03	54,112.03
94155	3/27/2020	00631	03272020 B	3/27/2020	PERS - BUYBACK: PAYMENT	42,842.85	42,842.85
94156	3/27/2020	01360	03272020 B	3/27/2020	ICMA CONTRIBUTION: PAYME	4,971.39	4,971.39
94157	3/27/2020	00068	03272020 B	3/27/2020	COLMA PEACE OFFICERS: P/	554.90	554.90
Sub total for TRI COUNTIES BANK:						121,486.79	

10 checks in this report.

Grand Total All Checks: 121,486.79

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
51526	3/31/2020	00051	CALIFORNIA WATER SERVICE6544607057	3/17/2020	6544607057 SW CORNER HIL	698.41	698.41
51527	3/31/2020	00071	CSG CONSULTANTS, INC. Feb 1-28, 2020	3/25/2020	CSG	100,716.69	100,716.69
51528	3/31/2020	00093	CITY OF SOUTH SAN FRANCIS18058	3/11/2020	TRAFFIC SIGNAL MAINTENAN	1,613.60	1,613.60
51529	3/31/2020	00111	DEPARTMENT OF CONSERVAOct - Dec 2019	3/25/2020	SMIP FEES	400.33	400.33
51530	3/31/2020	00236	LAURETTA PRINTING COMPA31813	3/19/2020	2,000 ENVELOPES REG #10	336.35	336.35
51531	3/31/2020	00254	METRO MOBILE COMMUNICA200414	4/1/2020	MAINTENANCE CONTRACT	602.00	602.00
51532	3/31/2020	00307	PACIFIC GAS & ELECTRIC 1918250367-2	3/19/2020	PG&E	2,518.39	
			0678090639-9	3/20/2020	PG&E	60.75	
			9593452526-2	3/20/2020	PG&E	32.69	2,611.83
51533	3/31/2020	01037	COMCAST CABLE 03/27-04/26 XFII	3/17/2020	8155 20 022 0002770 1520 HIL	10.99	10.99
51534	3/31/2020	01113	SAN DIEGO POLICE EQUIPME641909	3/16/2020	14 FED-AE223-CF 223 55GR F	2,580.72	2,580.72
51535	3/31/2020	01183	BEST BEST & KRIEGER LLP 872897	3/20/2020	CITY ATTORNEY SERVICES	19,315.00	
			872899	3/20/2020	CITY ATTORNEY SPECIAL SE	1,112.40	
			872898	3/20/2020	CITY ATTORNEY BASIC SERV	957.16	
			872900	3/20/2020	EMPLOYEE BENEFITS/TAX	339.90	21,724.46
51536	3/31/2020	01189	DEPARTMENT OF MOTOR VE2020 CA Vehicle	3/23/2020	2020 CA VEHICLE CODE BOO	112.99	112.99
51537	3/31/2020	01213	THE KELLER CENTER, MDIC F1599	6/14/2019	06/14/19 OUTPATIENT SERVIC	700.00	700.00
51538	3/31/2020	01370	VERIZON WIRELESS SERVICE19848426907	2/15/2020	CELL PHONE SERVICE	486.09	
			9850519641	3/15/2020	CELL PHONE SERVICE	282.54	
			9846355856	1/15/2020	CELL PHONE SERVICE	-488.95	279.68
51539	3/31/2020	02244	CALIFORNIA BUILDING STAN1Oct - Dec 2019	3/25/2020	BSASRF	68.00	68.00
51540	3/31/2020	02392	MIG 0063514	3/24/2020	FEB 2020 775 SERRAMONTE	1,827.50	1,827.50
51541	3/31/2020	02448	ARROWHEAD SCIENTIFIC, IN124947	3/25/2020	COVID-19 SUPPLIES: 500 NIT	276.64	276.64
51542	3/31/2020	02532	CALIFORNIA ASSOCIATION FC300002169	3/13/2020	FY 2019-2020 MEMBERSHIP F	350.00	350.00
51543	3/31/2020	03015	U.S. BANK CORPORATE PMT 03/23/20 Gogan	3/23/2020	CREDIT CARD PURCHASE	2,747.36	
			03/23/20 Gotelli	3/23/2020	CREDIT CARD PURCHASE	673.52	
			03/23/20 Dossey	3/23/2020	CREDIT CARD PURCHASE	625.50	
			03/23/20 Tapia	3/23/2020	CREDIT CARD PURCHASE	494.30	
			03/23/20 Wollme	3/23/2020	CREDIT CARD PURCHASE	389.42	
			03/23/20 Lum	3/23/2020	CREDIT CARD PURCHASE	238.03	
			03/23/20 Corley	3/23/2020	CREDIT CARD PURCHASE	5.45	5,173.58
51544	3/31/2020	03273	THE HOME DEPOT PRO 542145305	3/19/2020	PW PURCHASES	554.03	554.03
51545	3/31/2020	03281	GACHINA LANDSCAPE MANA(F177590	3/16/2020	COLMA BLVD EAST - STRIP P	2,933.00	2,933.00
51546	3/31/2020	03317	IPROJECTSOLUTIONS LLC 1492/1430	3/24/2020	BALANCE DUE ON INVOICE #	6,731.50	6,731.50

Sub total for TRI COUNTIES BANK: 150,302.30

21 checks in this report.

Grand Total All Checks: 150,302.30



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Liz Tapia, Recreation Manager
 VIA: Brian Dossey, City Manager
 MEETING DATE: April 8, 2020
 SUBJECT: Recreation Services Department Quarterly Review, January – March 2020

RECOMMENDATION

Staff recommends that the City Council approve:

MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE FIRST QUARTER OF 2020

EXECUTIVE SUMMARY

In the first quarter of 2020, a total of 778 participants attended 55 programs. This represents a decrease of 96 participants from the first quarter of 2019. Staff attributes the decrease to the cancellation of several programs due to COVID-19, including Colma Game Night, the St. Patrick's Day Senior Luncheon and 2 sessions of Kid's Club Afterschool Program.

Staff estimates that 42 percent of the population had a current Colma I.D. during the first quarter of 2020. A four percent increase from the first quarter of 2019. The increase is attributed to new residents at Veteran's Village obtaining new memberships.

There was a total of 63 rentals, which is a decrease of 20 rentals from the first quarter of 2019. The decrease is attributed to voluntary and mandatory reservation cancellations due to COVID-19.

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 98 adults and seniors participated in enrichment programs. This represents a decrease of 17 participants from the first quarter of 2019. Staff attributes the decrease due to a decline in participation in Fitness programs such as Senior Chair Yoga.
- A total of 110 adults and seniors participated in trips and events. This represents a decrease of 53 participants from the first quarter of 2019. Staff attributes the decrease to the cancellation of the St. Patrick's Day Senior Luncheon, and the Hamilton theater event occurring during the fourth quarter of 2019.
- A total of 369 youth and teens participated in Enrichment Programs. This represents a decrease of 17 participants from the first quarter of 2019. Staff attributes the decrease to the cancellation of two sessions of Kid's Club Afterschool Program due to COVID-19.
- A total of 26 youth and teens participated in events and trips. This represents an increase of 6 participants from the first quarter of 2019. Staff attributes this increase to the rise in participation of the Queens of Colma Tea Party and Open Teen Center.
- A total of 175 youth, adults and seniors participated in Community Programs. This represents a decrease of 15 participants from the first quarter of 2019. Staff attributes the decrease to the cancellation of Colma Game Night due to COVID-19.

The attachment contains a detailed breakdown of participation by program.

Rental Activity

The Colma Community Center was rented for 45 different events:

- Resident Rentals (19 social events)
- Resident Non-profit group (2 meetings)
- Non-Resident Rentals (2 funeral receptions and 1 social event)
- Non-Resident Non-profit Groups (11 programs)
- In House Reservations (10 meetings/trainings)

The Sterling Park Recreation Center was rented for 18 different events:

- Sterling Park Resident Rentals (18 social events)

Sustainability Impact

Staff coordinates and implements programs and activities which are in alignment with the Town's Climate Action Plan and Sustainability Policy. For example, staff uses dishware or compostable plates, forks, knives, and cups for all special events and meetings.

ATTACHMENTS

- A. 2020 Recreation Services Department Quarterly Review – Participation Detail

**Recreation Services Department Quarterly Review
January – March 2020
Participation Detail**

Adult/Senior Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Boot Camp Fitness	14	2	Existing
Adult Cooking Classes	16	3	Existing
Colma Ladies Social	12	2	Existing
Creekside Villas Activities	15	3	Existing
Dragon Boat Paddling for Beginners	Cancelled	1	Existing
Gentle & Invigorating Yoga	14	2	Existing
Golf	Cancelled	3	Existing
Mixtiso Dance	Cancelled	2	NEW
Yoga for Seniors	Cancelled	1	Existing
Zumba	13	2	Existing
Zumba Toning	14	2	Existing

Adult & Senior Trips & Events

Program	Registered	Sessions	New or Existing Program
A Day at the Movies	6	1	Existing
Breakfast Bingo	21	2	Existing
Dandelion Chocolate	10	1	NEW
Friday Films	32	3	Existing
Pizza and Puzzles	Cancelled	1	Existing
Senior Luncheon – Lantern	18	1	Existing
Senior Luncheon – Tacos	18	1	Existing
Senior Luncheon – St. Patty's	Cancelled	1	Existing
Sweet Scrabble	5	2	Existing
Valentine's Day Cookie Swap	Cancelled	1	NEW

Youth & Teen Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Ballet, Tap & Hip Hop	9	1	Existing
Chamber Orchestra	1	1	Existing
Cooking Class	Cancelled	3	Existing
Early Childhood Music Education	1	1	Existing
Golf	Cancelled	3	Existing
Guitar Workshop	2	2	Existing
Piano	4	1	Existing
Kids' Club Afterschool Program	69	6	Existing
Kumon Math Tutoring	95	3	Existing
Kumon Reading Tutoring	82	3	Existing
Mixtiso Dance	Cancelled	2	NEW
Parents' Night Out	Cancelled	3	Existing

Pop Vocals Ensemble	Cancelled	1	Existing
President's Week Day Camp	36	1	Existing
President's Week Day Camp Afternoon Care	19	1	Existing
President's Week Day Camp Early Morning Care	23	1	Existing
Tae Kwon Do	25	3	Existing
Teen LEYP	3	3	Existing
Ukulele Workshop	Cancelled	1	Existing
Vibo Youth Ensemble	0	1	Existing

Youth and Teen Events & Trips

Program	Registered	Sessions	New or Existing Program
Day in the Snow	Cancelled	1	Existing
Golden State Warriors Game	Cancelled	1	<i>NEW</i>
Ice Cream Arts & Crafts	Cancelled	3	Existing
Ice Skating at Union Square	Cancelled	1	Existing
Planet Granite Trip	Cancelled	1	<i>NEW</i>
Queens of Colma	21	1	Existing
Teen Center Hours	5	1	Existing

Community Programs

Program	Registered	Sessions	New or Existing Program
Colma Game Night	Cancelled	1	Existing
Monterey Bay Aquarium	Cancelled	1	<i>NEW</i>
Project Read Learning Wheels	18	1	Existing
Project Read Nutrition Program	16	1	Existing
Project Read Science Club	18	1	Existing
Golden State Warriors Game	38	1	<i>NEW</i>
Super Bowl Party	85	1	Existing

Note: Programs were cancelled due to insufficient participation or COVID-19.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Kirk Stratton, Chief of Police
 VIA: Brian Dossey, City Manager
 MEETING DATE: April 8, 2020
 SUBJECT: Police Dispatch Service Contract with the SSF Police Department

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING A SERVICE CONTRACT WITH THE CITY OF SOUTH SAN FRANCISCO FOR DISPATCH SERVICES

EXECUTIVE SUMMARY

Currently the South San Francisco (SSF) Police Department provides nighttime (midnight until 8AM) dispatch services for the Colma Police Department. In addition, they provide two one-hour breaks on a daily basis, and 24 hour dispatch services on New Year's Day, Thanksgiving, and Christmas Day. Currently the Town pays a base fee of approximately \$7,950.00 per month for this service, which is adjusted annually based on the current contract agreement between the Town of Colma and the City of South San Francisco. The current contract expires on June 30, 2020.

FISCAL IMPACT

The annual fiscal impact associated with approving this contract is a 2% increase each year of the three-year contract. The total for each fiscal year equals \$97,418 for FY20/21, \$99,366 for FY21/22 and \$101,353 for FY22/23. A budget adjustment will be necessary for FY22/23 totaling \$1,353.

BACKGROUND

The SSF Police Department has provided quality nighttime dispatch service for the Colma Police Department for decades. Their dispatchers have a good working knowledge of the streets and businesses in the Town of Colma, and they have a good working relationship with the members of the Colma Police Department. The transition to nighttime services from SSF is seamless as the SSF Communications Center uses the same records management system, also known as

RIMS. There have been no complaints from Colma Police Department personnel regarding the quality of dispatch service from the SSF Police Department.

ANALYSIS

The 2017-2020 three-year contract for nighttime dispatch services is set to expire on June 30, 2020. A new three-year contract was presented to the Colma Police Department in April, 2020 for review and authorization. The agreement between the City of South San Francisco and the Town of Colma is for continued dispatch services provided by the SSF Communications Center, daily from midnight to 8am, to include E911 and business communication telephone lines. The invoice procedure will be quarterly which is the current monthly billing system.

Council Adopted Values

The resolution to approve the proposed contract is the *responsible* thing to do as it ensures the Town is able to provide emergency services from midnight to 8am daily through a service contract.

ALTERNATIVES

The following alternative course of action is available to the City Council:

1. Do not approve the contract for dispatch services with SSF Police Department, and provide further direction to staff. This alternative is not recommended as Colma PD would not be able to provide dispatching services from midnight to 8 am daily, due to staffing levels.

CONCLUSION

Staff recommends that the City Council approve the three year contract for dispatch services with the SSF Police Department and direct the Colma City Manager to move forward and sign the contract.

ATTACHMENTS

- A. Resolution
- B. Copy of SSF Police Department Dispatch Services Contract.

**RESOLUTION NO. 2020-XX
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING A SERVICE CONTRACT WITH THE
CITY OF SOUTH SAN FRANCISCO FOR DISPATCH SERVICES**

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

1. Background.

(a) The Town of Colma has contracted with the City of South San Francisco for police dispatch services for decades.

(b) The City of South San Francisco's Police Department currently provides dispatch services for the Town of Colma's Police Department from midnight to 8 am and during two one-hour breaks daily, as well as on certain holidays, emergency situations, and other times the parties deem appropriate. The Town of Colma's current contract with the City of South San Francisco for dispatch services is set to expire on June 30, 2020.

(c) The parties now desire to enter into a new agreement for the provision of dispatch services for an additional three-year term.

2. Finding.

(a) The City Council of the Town of Colma finds that the contract with the City of South San Francisco for dispatch services is exempt from competitive bidding under Colma Municipal Code section 1.06.180 because it is a contract for governmental services provided by a governmental agency.

3. Order

(a) The contract between the Town of Colma and City of South San Francisco for dispatch services for the period from July 1, 2020 through June 30, 2023, 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 Attorney.

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Certification of Adoption

I certify that the foregoing Resolution No. 2020-XX was duly adopted at a regular meeting of said City Council held on April 8, 2020 by the following vote:

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

Dated _____

John Irish Goodwin, Mayor

Attest: _____
Caitlin Corley, City Clerk

AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND
THE TOWN OF COLMA FOR POLICE COMMUNICATIONS SERVICES

This Police Communications Services Agreement ("Agreement") is entered into on July 1, 2020, by and between the CITY OF SOUTH SAN FRANCISCO, hereinafter referred to as "SSF" and the TOWN OF COLMA, hereinafter referred to as "COLMA." (together sometimes referred to as the "Parties")

RECITALS

WHEREAS, SSF desires to furnish police communications services to COLMA through the utilization of SSF facilities and staff; and

WHEREAS, SSF is willing to furnish said services to COLMA for a mutually agreed cost; and

WHEREAS, the Parties to this Agreement have determined that the computer-aided dispatch and records management systems belonging to the Parties are compatible and will be an effective method of communications and record keeping for both Parties; and

WHEREAS, it is necessary and desirable that the parties enter into this Agreement as set forth below;

NOW, THEREFORE, in consideration of the recitals and mutual obligations contained herein, SSF and COLMA agree as follows:

1. Description of Services

- (a) SOUTH SAN FRANCISCO will provide to COLMA basic police dispatch services on a daily basis from 0000 hours to 0800 hours and for two one-hour breaks during the time of 0800 hours to 2359 hours, for 24 hours on Thanksgiving Day, Christmas Day and New Year's Day, and provide basic police dispatch services under extenuating emergency situations after all other means of filling the position have been exhausted, and at other times as agreed upon by the Communications Services Manager. Dispatch services will include answering emergency telephone calls, dispatching police units by radio, telephone notification of key personnel, providing record keeping activities associated with police dispatch and participating in a quality control and incident critique.
- (b) SSF shall cause all emergency and non-emergency telephone calls and two-way radio traffic related to COLMA to be recorded. The recordings shall be retained by SSF for a minimum of one hundred (100) days following the date of the call or message. SSF shall provide excerpts of these recordings to COLMA upon request.
- (c) SSF shall provide and maintain computer hardware and system software at the SSF communications center to support COLMA computer aided dispatching and automated records management. COLMA, at its own expense, shall procure the necessary compatible application software for computer aided dispatching and automated records management. Further, COLMA shall be responsible for paying any and all recurring software maintenance fees for all software that it has

purchased and/or licensed in connection with this Agreement.

- (d) SSF shall provide and maintain sufficient telephone equipment to accommodate the COLMA E911, 7-digit emergency telephone lines, and administrative business lines.
- (e) COLMA shall be responsible for the non-recurring and recurring cost of its telephone lines and any equipment required to extend its telephone lines to the SSF police communications center.
- (f) SSF shall provide and maintain radio console equipment within the SSF police communications center to effect radio transmissions to and from the SSF police communications center to the COLMA field units.
- (g) SSF shall provide recording equipment to log and record incoming and outgoing radio and telephone transmissions related to this Agreement.
- (h) SSF shall make the services of its telecommunications engineering and police technology team available to design the radio and telephone systems required to provide the services identified herein. In the event that the telecommunications engineering and police technology team costs increase during this Agreement, the Parties will meet to agree upon an additional amount to be paid by COLMA sufficient to cover the increased costs.
- (i) COLMA and SSF shall jointly maintain and update a computerized geographic information file, with each party focusing on streets and premise data in its own jurisdiction.

2. Operational Responsibilities

- (a) The SSF Communications Center shall be under the direction and management control of SSF's Chief of Police. Matters concerning communications procedures, operations, complaints, requests for changes and/or similar operational matters provided for under this Agreement and specifically related to COLMA shall be approved by COLMA's Chief of Police and submitted to the SSF Chief of Police or his/her designee for consideration.
- (b) SSF shall provide sufficient working space and facilities at the SSF police communications center for SSF personnel and equipment to provide the services described in this Agreement. SSF, in its sole discretion, shall determine the quantity and classification of employees required to provide the services to COLMA contemplated under this Agreement.

3. Compensation for Services

- (a) COLMA shall pay SSF the amounts detailed below as compensation for services provided during each fiscal year beginning July 1, 2020 and ending on June 30, 2023. SSF shall invoice COLMA in advance on a quarterly basis beginning on July 1, 2020 in an amount equal to ¼ of annual amount due. COLMA shall remit in full within 45 days of receiving an invoice from SSF.

2020-2021	2021-2022	2022-2023
\$97,418	\$99,366	\$101,353

- (b) In the event SSF and COLMA agree that additional employees must be hired by SSF in order to implement this Agreement and SSF and COLMA have agreed on the costs associated with those additional hires, COLMA shall pay SSF an amount equal to the cost of the additional employees hired by SSF to fulfill its obligations under this Agreement.
- (c) Upon mutual agreement, COLMA may request SSF to provide additional police communications services for special events at the rate of \$85 per hour per employee with a minimum of four (4) hours per event. COLMA must schedule special events with SSF at least thirty (30) days in advance of the event date.

4. Term

SSF shall furnish the agreed-upon services as set forth above for a period of three (3) years, commencing July 1, 2020 and expiring June 30, 2023. This Agreement may be extended for up to a three (3) year period if mutually agreed by SSF and COLMA in writing.

5. Waiver/Immunities

(a) Waiver.

COLMA is responsible for damages to or loss of its property and waives its right to sue SSF for any damages to or loss of its property or injury to its personnel that may occur in responding to communication services pursuant to this Agreement, except for loss of COLMA'S property or injury to COLMA'S personnel that is caused by the gross negligence or willful misconduct of SSF.

(b) Immunities.

By entering into this Agreement, neither Party waives any of the immunities provided by the California Government Code or other applicable provisions of law.

6. Termination of Agreement

This Agreement may be terminated in accordance with the following:

(a) Termination without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties to this Agreement shall have the right, in their sole discretion, to terminate this Agreement by giving one hundred eighty (180) days' written notice to the other Party.

(b) Termination for Cause

Notwithstanding any other provision of this Agreement, if either Party fails to perform or cure any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement, the other Party may immediately

terminate this Agreement by giving written notice of such termination, stating the reason for the termination.

(c) Ability to Cure

In the event of any alleged failure to perform any terms or conditions of this Agreement, the Party alleging such breach shall give the other Party notice in writing specifying the nature of the breach and the manner in which said breach or default may be satisfactorily cured, and the Party in breach shall have thirty (30) days following such notice ("**Cure Period**") to cure such breach. During the Cure Period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings. The failure of any Party to give notice of any breach shall not be deemed to be a waiver of that Party's right to allege any other breach at any other time.

(d) Payment Upon Termination

Upon termination of this Agreement, COLMA shall, within thirty (30) days of termination, pay SSF any outstanding balance for services or materials provided by SSF.

7. Notices

All notices, demands, requests, consents, approvals, waivers, or communications ("Notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party except if either party gives notice of a change of name or address, notices to the giver of that Notice shall thereafter be given as demanded in that Notice.

SSF: City of South San Francisco
 City Manager
 400 Grand Avenue
 South San Francisco, CA 94080

COLMA: Town of Colma
 City Manager
 1188 El Camino Real
 Colma, CA 94014

8. Relationship of Parties

Both parties agree and understand that the services performed under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of COLMA or SSF employees will be affected by this Agreement.

9. Confidential Law Enforcement Information

COLMA shall provide SSF with proof of eligibility to access State and Federal automated criminal justice databases. COLMA shall provide to SSF identifying information on its employees that require access to said databases to facilitate SSF maintaining computerized security tables that allow or prohibit access. SSF may restrict access from view by COLMA if SSF deems it necessary to protect security of its employee information. SSF and COLMA shall be individually responsible for complying with State and Federal training requirements for employees related to criminal justice databases. COLMA shall be responsible for proper use of criminal justice information disseminated to it by SSF. COLMA agrees to indemnify and hold harmless SSF in the event of misuse of confidential information by COLMA users.

10. Hold Harmless, Indemnification

- (a) COLMA shall defend, save harmless and indemnify SSF, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COLMA, its officers, employees and contractors.
- (b) SSF shall defend, save harmless, and indemnify COLMA, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of SSF, its officers, employees and contractors.
- (c) In the event of concurrent negligence of SSF, its officers and/or employees, and COLMA, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- (d) This section shall include, without limitation, any actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including COLMA or SSF, or damage to property of any kind whatsoever and to whomsoever belonging.
- (e) The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

11. Radio Systems

COLMA shall own and operate its police radio system and be solely responsible for its procurement, maintenance and replacement. This includes receivers, transmitters, voter/comparators and associated equipment. COLMA shall maintain its radio equipment in a manner that will allow clear reception that is free from static and interference.

SSF shall own and operate its police communications dispatch equipment and be solely responsible for its procurement, maintenance and replacement. This includes dispatch console electronic equipment, logging recorder, computer servers and associated equipment. SSF shall use this equipment to provide radio dispatch service to COLMA.

12. Ownership of Computerized Data

Both parties acknowledge that automated law enforcement records information for SSF and COLMA will be comingled in a single computer database owned and managed by SSF. SSF agrees to allow COLMA to electronically copy its records for the purpose of maintaining its own archive without additional cost to COLMA.

13. Assignability and Subcontracting

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

14. Insurance

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing as set forth in this agreement of any pending change in the limits of liability or of any cancellation or modification of the policy.

- a) **Worker's Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

- b) **Liability Insurance.** COLMA and SSF shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from COLMA's and SSF's operations under this Agreement, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than:

- 1. Comprehensive General Liability \$ 2,000,000
- 2. Motor Vehicle Liability Insurance \$ 2,000,000

15. Non-Discrimination

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, child birth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

COLMA and SSF shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this

Agreement. COLMA's and SSF's equal employment policies shall be made available to either party upon request.

16. Retention of Records

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to SSF's or COLMA's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed. COLMA shall maintain and preserve all records relating to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater. SSF shall maintain and preserve all records relating to this Agreement in accordance with SSF's adopted records retention schedule.

17. Response to Public Records Act Requests, Subpoenas, and DOJ Audits

COLMA and SSF shall be individually responsible for complying with requests for records under the California Public Records Act. SSF shall provide technical assistance to COLMA if the request involves incident records contained in SSF's computer aided dispatch system.

The Parties agree for purposes of section 6254.5 of the California Government Code that any and all information exchanged between SSF and COLMA pursuant to this Agreement will be treated as confidential, that only persons authorized in writing by the SSF City Manager or the COLMA City Manager or their delegees shall be permitted to obtain such information, subject to all applicable laws and regulations, and that any and all information exchanged between SSF and COLMA pursuant to this Agreement will only be used for purposes consistent with existing law.

COLMA and SSF shall be individually responsible for responding to California Department of Justice audits related to the California Law Enforcement Telecommunications System (CLETS) and the Department of Justice Criminal Justice Information System (CJIS) databases. SSF shall provide technical assistance to COLMA to extract the necessary information from the computer aided dispatch and records management systems when requested.

18. Merger Clause

This Agreement, including any Exhibit(s) hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

19. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

20. Amendment

This Agreement may be amended at any time upon the written mutual approval of the Parties.

21. Severability

If any provision of this Agreement shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

22. Waiver

A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either Party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

23. Remedies Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default. Upon the occurrence of an event of default, the Parties may pursue all remedies at law or in equity which are not otherwise provided for in this Agreement, expressly including the remedy of specific performance of this Agreement.

24. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

25. Attorneys' Fees

In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover attorneys' fees and other costs, including, but not limited to court costs and expert and consultants' fees incurred in connection with such action, in addition to any other relief awarded, and such attorneys' fees and costs shall be included in any judgment in such action.

26. Captions; Interpretation

The captions used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if

prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

27. Disputes

If a dispute arises between the Parties regarding performance of either Party under this Agreement, the Parties shall attempt to resolve such dispute informally by a meeting with representatives of each Party. If, after a good faith attempt by both Parties to resolve the dispute informally no resolution can be reached, the Parties may, at their sole and mutual discretion, agree to engage in mediation, the costs of which shall be divided equally between the Parties, unless otherwise agreed.

28. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

29. Further Assurances

The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such actions, as either shall reasonably request or as may be necessary to carry out the intent of this Agreement.


30. Time is of the Essence

Time is of the essence and is a material term for all conditions and provisions contained in this Agreement.

31. Authority

Each person executing this Agreement on behalf of one of the Parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such Party and that this Agreement is binding on such Party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in this Agreement first above written.



City Manager
City of South San Francisco

City Manager
Town of Colma

ATTEST By:

COLMA

Dated _____

City Attorney

Approved as to form:

SOUTH SAN FRANCISCO

March 23, 2020
Dated _____



City Attorney

Approved as to form:

1665866.1



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works, CSG Consultants
Abdulkader Hashem, Associate Engineer, CSG Consultants

VIA: Brian Dossey, City Manager

MEETING DATE: April 08, 2020

SUBJECT: Road Maintenance and Rehabilitation Account (RMRA) Project List

RECOMMENDATION

Staff recommends the City Council adopt:

RESOLUTION ADOPTING ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) PROJECT LIST FOR FISCAL YEAR 2020-2021 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 AND AMEND THE MISSION ROAD BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT BUDGET

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 \$28,500 for Fiscal Year 2020-21, 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 2020-21 Budget. The funds are proposed to be allocated to the Mission Road Bicycle and Pedestrian Improvements project to be constructed in 2020.

FISCAL IMPACT

The adoption of the RMRA project list and accompanied resolution will increase the Mission Road Bicycle and Pedestrian Improvement (CIP Project # 903) budget from \$1,608,500 to \$1,662,000 and transfer FY 2019-20 SB 1 allocations of \$25,000 and FY 2020-21 SB 1 fund of \$28,500 into the Street Capital Fund (Fund # 32).

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 Road Maintenance and Rehabilitation Account (RMRA). Although the exact amount has not been determined by the Controller for Fiscal Year 2020-21, the Town of Colma's RMRA allocation will include an estimated \$28,500 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) that will be constructed in 2020.

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 \$1,662,000 (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	RMRA (SB1) fund FY 2020-21	\$28,500*
9	Colma Fund #32 (General CIP- General Funds allocated to Capital Projects)	\$590,000
TOTAL		\$1,662,000

* 2020-21 Estimated RMRA allocation

The 2019-20 RMRA Gas Tax allocation will be included in the upcoming 2020-21 Fiscal Year Budget. If approved by City Council, the adoption of the project list will appropriate \$28,500 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, 2020 the Town would potentially lose or not receive the estimated RMRA Gas Tax Funds for Fiscal Year 2020-21.

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 2020-2021.

ATTACHMENTS

- A. Resolution Adopting Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2020-21
- B. RMRA Project List for FY 2020-21



RESOLUTION NO. _____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED
BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 AND AMEND THE
MISSION ROAD BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT BUDGET**

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 \$28,500 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

(e) This is the fourth 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 two community workshops 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.

(l) In the Fiscal Year 2019-20, SB 1 allocation is \$25,000, reported to fund the Town's Mission Road Bicycle and Pedestrian Improvements (CIP Project # 903).

(m) In the Fiscal Year 2020-21, SB 1 allocation is \$28,500 to be designated for the Town's Mission Road Bicycle and Pedestrian Improvements (CIP Project # 903).

(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 and Order.

The City Council finds and orders that:

(a) The foregoing recitals are true and correct.

(b) The project budget for the Town's Mission Road Bicycle and Pedestrian Improvements (903) shall be increased to \$1,662,000 and the City Council hereby authorizes the transfer of FY 2019-20 SB 1 allocation of \$25,000 and FY 2020-21 SB1 allocation of \$28,500 into Street Capital Fund (32).

(c) The following previously proposed and adopted projects may utilize fiscal year 2020-21 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 2020-21 Project List

The Project was originally listed in SB 1 for Fiscal Year 2017-2018 and re-listed for Fiscal Years 2018-2019 and 2019-2020.

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 (Bid will be advertised in April 2020)

Estimated Useful Life: 20 Years.

Certification of Adoption

I certify that the foregoing Resolution No. 2020-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on April 8, 2020, by the following vote:

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

Dated _____

John Irish Goodwin, 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:

FY	20/21
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*Budget Support Documentation: ?

Please briefly describe the budget support documentation being provided.

Town's adopted Resolution No. 2020-XX and Staff Report specifying the Mission Road Bicycle and /Pedestrian Improvements project (CIP Project #903) for approving Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2020-21 funded by SB 1: The Road Repair and Accountability Act of 2017.

Average Network PCI:

80

Measurement Date:

(Month)

(Year)

08

2019

Additional Information: ?

Mission Road Bicycle and 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

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

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

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

FY
20/21

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	Mission Road Bicycle and 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-compliant ADA 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 #4 with RRFB has been considered into the scope of the project.	Mission Road, between El Camino Real and Lawndale Boulevard	12/2019	10/2020	10	20
PP02							
PP03							
PP04							
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							
PP13							





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael Laughlin, City Planner
 Christopher Diaz, City Attorney
 VIA: Brian Dossey, City Manager
 MEETING DATE: April 8, 2020
 SUBJECT: Resolution Authorizing Acceptance of Real Property Interests

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AND CONSENT TO DEEDS
 OR GRANTS CONVEYING ANY INTEREST IN OR EASEMENT UPON REAL ESTATE FOR
 PUBLIC PURPOSES

EXECUTIVE SUMMARY

From time to time, the Town either requires or is offered various types of easements or rights-of-way for public purposes. For the Town to accept the property interests for public purposes, either the City Council or an authorized Town officer must accept the property interests prior to recordation with the County Recorder. The City Council may authorize a Town officer to accept the property interests on its behalf. The proposed resolution authorizes the City Manager to accept these real property interests, which will expedite the recordation of interests to be acquired on behalf of the Town.

FISCAL IMPACT

None.

ANALYSIS

Government Code Section 27281 provides that deeds or grants conveying any interest in or easement upon real estate to a governmental agency for public purposes shall not be accepted for recordation without the consent of the City Council evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant. Government Code Section 27281 also

provides that the City Council may, by general resolution, authorize one or more officers of the Town to accept and consent to such deeds or grants on behalf of the City Council.

The proposed action would eliminate the need City Council action for acceptance of property interests for public use by providing the City Manager with the ability to accept these property interests on the Council's behalf. This change would improve efficiency and streamline the process of accepting such conveyances.

As an example, staff is anticipating at least two situations that will require the acceptance of a public easement on private property. Both involve the granting of an easement to the Town to allow for a public sidewalk to wrap around the back of a driveway apron to maintain a consistent and relatively level path of travel for pedestrians and those in a wheelchair. Rather than grant additional right-of-way to the Town, the small easement would allow the property owner to retain the property but allow for pedestrians to utilize the sidewalk. Staff also anticipates that more easement dedications may be required in the future as private property owners and the Town look for creative ways to meet ADA path of travel requirements from the public sidewalk to a private business. If the City Council approves the proposed resolution, the City Manager could accept the dedications, which would reduce the staff time necessary to review and process these transactions. Many jurisdictions in the state have adopted similar resolutions.

CEQA ANALYSIS

The proposed action is not a "project" under the California Environmental Quality Act ("CEQA") because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14 California Code of Regulations § 15061.

Council Adopted Values

The City Council's adoption of the resolution is both *fair* and *responsible* as the proposed action appropriately delegates ministerial authority to the City Manager and streamlines the acceptance process of such deeds and grants, which will result in a positive impact on the Town's resources by saving staff time.

Sustainability Impact

None.

Alternatives

The City Council could choose not to adopt the proposed resolution. Under this alternative, acceptances of deeds or grants conveying interests in real property to the Town for public purposes will continue to require individual City Council actions with separate resolutions.

CONCLUSION

Staff recommends the City Council adopt the proposed resolution.

ATTACHMENTS

- A. Resolution



**RESOLUTION NO. 2020-____
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AND CONSENT TO
DEEDS OR GRANTS CONVEYING ANY INTEREST IN OR EASEMENT UPON REAL
ESTATE FOR PUBLIC PURPOSES**

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

1. Background.

(a) The Town of Colma has various projects requiring property interests to be conveyed to the Town.

(b) Government Code Section 27281 provides that deeds or grants conveying any interest in or easement upon real estate to a governmental agency for public purposes shall not be accepted for recordation without the consent of the City Council evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant.

(c) Government Code Section 27281 allows the City Council, by general resolution, to authorize one or more officers of the Town to accept and consent to such deeds or grants on behalf of the City Council.

(d) In order to expedite the ministerial act of certifying to the acceptances of deeds or grants conveyed to the Town, it is the City Council's desire to delegate this function to the City Manager.

2. Order.

(a) In consultation with the City Attorney, the City Manager is hereby authorized to accept and consent to deeds or grants conveying any interest in or easement upon real estate to the Town of Colma for public purposes.

(b) The City Manager shall utilize a certificate of acceptance in substantially the following form and the City Clerk shall record the certificate along with the deed or grant conveying the real property interest with the County Recorder:

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY BY THE TOWN OF COLMA
(GOVERNMENT CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the deed (or grant) dated _____ from _____ to the Town of Colma, a municipal corporation, is hereby accepted by the City Manager pursuant to the authority of the City Manager to accept interests in real property on behalf of the Town of Colma conferred by City Council Resolution No. 2020-____ adopted on _____, 2020. The Town further consents to its recordation.

Dated: _____ City Manager: _____

3. Effective Date.

This resolution shall take effect immediately upon adoption.

Certification of Adoption

I certify that the foregoing Resolution No. 2020-___ was adopted at a regular meeting of the City Council of the Town of Colma held on April 8, 2020 by the following vote:

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

Dated _____

John Irish Goodwin, Mayor

ATTEST: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, City Manager
 MEETING DATE: April 8, 2020
 SUBJECT: Donation to San Mateo County Strong Fund

RECOMMENDATION

Staff recommends the City Council to adopt the following:

RESOLUTION AUTHORIZING DONATION OF _____ DOLLARS TO THE SILICON VALLEY COMMUNITY FOUNDATION FOR THE SAN MATEO COUNTY STRONG FUND

EXECUTIVE SUMMARY

On March 24, 2020, the San Mateo County Board of Supervisors approved \$3,000,000 in emergency funding to support those most impacted in San Mateo County in partnership with the Silicon Valley Community Foundation.

Shortly thereafter, the County created a website dedicated to raising funds for the San Mateo Strong Fund (SMC Strong), San Mateo County's relief effort to assist San Mateo County residents, small businesses, and non-profits adversely affected by the COVID-19 outbreak.

Staff recommends that the City Council select an amount to donate to the SMC Strong Fund. A donation between \$10,000 and \$25,000 can be absorbed in the FY19-20 Budget.

FISCAL IMPACT

A donation between \$10,000 and \$25,000 can be absorbed in the FY19-20 Budget.

BACKGROUND

COVID-19 causes infectious diseases resulting in symptoms of fever, coughing, and shortness of breath.¹ Reported illnesses have ranged from very mild to severe, including illnesses resulting in death. Older people and people of all ages with severe underlying health conditions such as heart disease, lung disease and diabetes, seem to be at higher risk of developing a serious COVID-19 illness. Based on the experience with other coronaviruses that cause respiratory illness, the U.S. Center for Disease Control and Prevention (CDC) currently believes that symptoms appear in two

¹ <https://www.cdc.gov/coronavirus/2019-ncov/about/symptoms.html>

(2) to fourteen (14) days after exposure. At this time, there is no vaccine to protect against COVID-19 and no medications to treat it. Since its discovery in December 2019 in Wuhan City, Hubei Province, Coronavirus has resulted in thousands of deaths.²

- On March 4, 2020, California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for broader spread of COVID-19.

- On March 5, 2020, the San Mateo County Health Officer declared a Local Health Emergency pursuant to Health and Safety Code Section 101080 due to the potential introduction of COVID-19 in San Mateo County.

- On March 10, 2020, the San Mateo County Board of Supervisors voted to ratify the Health Officer's declaration of a Local Health Emergency in response to COVID-19.

- On March 12, 2020, the San Mateo County Health Officer issued a legal order prohibiting mass gatherings of 250 or more persons. The order applies to public and private gatherings and includes exceptions for houses of worship, museums, malls, hospital and medical facilities, and the normal operations of hotels and airports.

- On March 14, 2020, the San Mateo County Health Officer issued an update regarding the legal order prohibiting mass gatherings. The order specifies that public and private gatherings of groups of 50 or more persons are prohibited in San Mateo County.

- On March 16, 2020, the City Manager declared a local emergency which the City Council ratified at a special meeting on March 18, 2020. At the special meeting, the City Council also adopted a resolution approving PPTO time off to employees related to COVID-19 and adopted a resolution rolling over the FY19-20 budget to FY20-21.

- On March 16, 2020, the San Mateo County Health Officer issued a Shelter in Place Order directing all individuals to shelter in place, except to provide or receive essential services or engage in certain essential activities, and work for essential businesses and governmental services through April 7, 2020. The Health Officer also ordered all businesses and governmental agencies to cease all non-essential operations at physical locations, prohibiting all non-essential travel and prohibiting all non-essential gatherings through April 7, 2020.

- On March 24, 2020, the San Mateo County Board of Supervisors approved a donation to the Silicon Valley Community Foundation to launch the San Mateo County Strong Fund ("SMC Strong Fund"). The purpose of this fund will be to assist San Mateo County residents, small businesses, and non-profits adversely affected by the COVID-19 outbreak. The Board of Supervisors also adopted a resolution placing a moratorium on residential evictions for unpaid rent related to COVID-19.

² <http://www.publichealth.lacounty.gov/media/Coronavirus/>

- On March 31, 2020, the San Mateo County Health Officer extended the Shelter in Place Order through May 3, 2020 and tightened the restrictions related to outdoor recreation and essential businesses.

Town staff requests that the City Council adopt a resolution authorizing a donation to the Silicon Valley Foundation for the SMC Strong Fund in an amount of their choosing. The Town of Colma has provided such relief in the past; most recently after the September 11, 2001 tragedy that took over 2,977 lives and injured over 6,000, where the Town donated \$25,000 to the Twin Towers Fund in New York.

ANALYSIS

The San Mateo County Strong Fund was established by the San Mateo County Board of Supervisors on March 24, 2020 to assist individuals, families, non-profits, and small businesses that have been adversely affected by the COVID-19 outbreak. The Board of Supervisors started the SMC Strong Fund with a \$3 million contribution, and will approve a distribution plan for each recipient group—individuals and families, non-profits, and small businesses—adversely affected by COVID-19. The fund is managed by the Silicon Valley Community Foundation.

All donations will go to assist residents of San Mateo County, non-profits that assist County residents, and small businesses located in San Mateo County.

The County is seeking additional donations to build up the fund, and lend assistance to County residents, small businesses, and non-profit groups that serve the County. Many throughout the County have donated to the fund including residents and businesses, and staff is recommending that the Town of Colma also make a contribution to the fund.

Many of our Town residents and businesses have been affected by COVID-19 and could be eligible for this much needed funding. Some residents are not able to work at this time and are experiencing hardships, and many businesses in Town have been deemed non-essential and have been closed due to COVID-19.

Attached are FAQs provided by the County which provide additional information regarding the SMC Strong Fund.

Staff recommends that the City Council adopt a resolution authorizing a donation to the Silicon Valley Foundation for the SMC Strong Fund in an amount of their choosing.

Council Adopted Values

The recommendation is consistent with the Council value of *responsibility*. By contributing to the SMC Strong Fund, the City Council will provide much needed financial assistance to the community at large.

CONCLUSION

Staff recommends that the City Council adopt a resolution authorizing a donation to the Silicon Valley Community Foundation for the SMC Strong Fund in an amount of their choosing.

ATTACHMENTS

- A. Resolution
- B. San Mateo County Strong FAQs

**RESOLUTION NO. 2020-XX
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING DONATION OF _____ DOLLARS TO THE SILICON
VALLEY COMMUNITY FOUNDATION FOR THE SAN MATEO COUNTY STRONG FUND**

The City Council of the Town of Colma hereby resolves:

1. Background.

(a) On or about March 4, 2020, as part of the State of California's response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19.

(b) On March 5, 2020, the San Mateo County Health Officer declared a Local Health Emergency pursuant to Health and Safety Code Section 101080 due to the potential introduction of COVID-19 in San Mateo County.

(c) On March 10, 2020, the San Mateo County Board of Supervisors voted to ratify the Health Officer's declaration of a Local Health Emergency in response to COVID-19.

(d) On March 12, 2020, the San Mateo County Health Officer issued a legal order prohibiting mass gatherings of 250 or more persons. The order applied to public and private gatherings and includes exceptions for houses of worship, museums, malls, hospital and medical facilities, and the normal operations of hotels and airports.

(e) On March 14, 2020, the San Mateo County Health Officer issued an update regarding the legal order prohibiting mass gatherings. The order specified that public and private gatherings of groups of 50 or more persons are prohibited in San Mateo County.

(f) On March 16, 2020, the City Manager declared a local emergency, which the City Council ratified at a special meeting on March 18, 2020. At the special meeting, the City Council also adopted a resolution approving Pandemic Paid Time Off ("PPTO") to employees related to COVID-19 and adopted a resolution rolling over the FY19-20 budget to FY20-21.

(g) On March 16, 2020, the San Mateo County Health Officer issued a Shelter in Place Order directing all individuals to shelter in place, except to provide or receive essential services or engage in certain essential activities, and work for essential businesses and governmental services through April 7, 2020. The Health Officer also ordered all businesses and governmental agencies to cease all non-essential operations at physical locations, prohibiting all non-essential travel and prohibiting all non-essential gatherings through April 7, 2020.

(h) On March 24, 2020, the San Mateo County Board of Supervisors approved a donation to the Silicon Valley Community Foundation to launch the San Mateo County Strong Fund ("SMC Strong Fund"), a recovery fund to assist individuals, families, non-profits, and small businesses that have been adversely affected by the COVID-19 outbreak. The Board of Supervisors also

adopted a resolution placing a moratorium on residential evictions for unpaid rent related to COVID-19.

(i) On March 19, 2020, the Governor issued a statewide shelter-in-place order in Executive Order N-33-20.

(j) On March 31, 2020, the San Mateo County Health Officer extended the Shelter in Place Order through May 3, 2020 and tightened the restrictions related to outdoor recreation and essential businesses.

(k) While the long-term societal impacts of COVID-19 will not be known for some time, the immediate impacts to the local San Mateo County community have already been substantial, as residents throughout the County are confronting sudden and substantial income loss due to business and school closures, corresponding layoffs or loss of work hours and wages, and extraordinary out-of-pocket medical expenses.

(l) The County's most vulnerable residents and small businesses have been hit hardest by this crisis.

(m) The Silicon Valley Community Foundation manages the San Mateo County Strong Fund to support local residents, non-profits, and small businesses adversely impacted by COVID-19. The County is seeking additional donations to build up the fund, and lend assistance to County residents, small businesses, and non-profit organizations that serve the County.

2. Findings.

(a) The City Council finds that the expenditure authorized herein will serve a public purpose. The expenditure of public funds to support San Mateo County individuals, families, non-profits, and small businesses that have been adversely affected by the COVID-19 outbreak, as facilitated through the SMC Strong Fund, will provide an identifiable benefit to the community at large. This is a benefit not only throughout San Mateo County, but the north County and the Town of Colma, in particular, as many of the County's most vulnerable population tends to be located in certain parts of the County, including the north County. The public benefit is substantial, as the funding will assist individuals and families in all of San Mateo County, including the Town, needing assistance with basic needs due to COVID-19, non-profit organizations that provide services and support to the most vulnerable San Mateo County residents for operating support, and San Mateo County small businesses affected by COVID-19.

(b) This donation will not be used to fund religious organizations, a political campaign, or lobbying activities.

(c) The donation will be made with the understanding that the Town has no obligation or commitment to provide any additional support and that the grantee will not discriminate on the basis of race, color, religion, gender, age, weight, height, sexual orientation, marital status, national origin, disability or other characteristic protected by law.

/

/

3. Order.

(a) The City Council hereby authorizes a donation to the Silicon Valley Community Foundation in the total amount of _____ Dollars (\$_____) to benefit San Mateo County individuals and families, non-profit organizations, and small businesses adversely impacted by COVID-19 through contribution to the SMC Strong Fund, which will assist individuals and families in San Mateo County needing assistance with basic needs due to COVID-19, non-profit organizations that provide services and support to the most vulnerable San Mateo County residents for operating support, and San Mateo County small businesses affected by COVID-19.

(b) The City Manager is hereby authorized to effectuate the authorized donation of funds in accordance with the terms and intent of this Resolution.

Certification of Adoption

I certify that the foregoing Resolution No. 2020-XX was duly adopted at a regular meeting of the City Council of the Town of Colma held on April 8, 2020, by the following vote:

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

Dated _____

John Irish Goodwin, Mayor

Caitlin Corley, City Clerk





Frequently Asked Questions

General Questions

1. What is the San Mateo County Strong Fund?

The San Mateo County Strong Fund (SMC Strong) was established by the San Mateo County Board of Supervisors on March 24, 2020 to assist individuals, families, non-profits and small businesses that have been adversely affected by the COVID-19 outbreak.

2. How can I donate to the fund?

Donations can be made by going to www.SMCSTRONG.org . Donations are accepted via PayPal and credit card.

3. Will all the funds be distributed in San Mateo County?

Yes. All donations will go to assist residents of San Mateo County, non-profits that assist County residents and small businesses located in San Mateo County.

4. Did San Mateo County contribute to the SMC Strong Fund?

Yes. The San Mateo County Board of Supervisors approved a \$3 million contribution of Measure K funds to the SMC Strong fund on March 24, 2020.

5. How is the fund managed?

The San Mateo County Strong fund is managed by the Silicon Valley Community Foundation. The Foundation is charging a 1% management fee, a reduced rate from their usual 5% management fee.

6. Are contributions to the fund tax-deductible?

All contributions to the fund are treated as gifts to a public charity and are generally tax deductible, subject to individual limitations. We recommend consulting a tax professional if you have questions about the deductibility of your gift to the fund.

7. Who will decide how the funds are distributed?

The Board of Supervisors will approve a distribution plan for each recipient group, individuals and families, non-profits and small businesses adversely affected by COVID-19.

8. How can donors be sure their contributions are going to help people in need, non-profits or small businesses adversely affected by COVID?

As noted above, the County Board of Supervisors is approving distribution plans for all contributions to SMC Strong. For example, plans will require non-profit grantees to report on how awards are spent including number of people assisted and how grant funds are being applied to operating expenses. That information will be reported back to the Board on a monthly basis. See details on assistance for individuals and families below which includes documentation requirements for income and need along with payments for expenses to vendors, not cash payments to applicants. The details on the small business distribution program are still being developed, but the same type of fraud prevention measures will be included in that program too.

Assistance for Individuals and Families Affected by COVID

1. How will funds be distributed to individuals and families?

The funds to assist individuals and families adversely affected by COVID-19 will be distributed, based on eligibility and funding availability, through the Emergency Financial Assistance program managed by Samaritan House in coordination with the eight Core Service Agencies located throughout the county. San Mateo County residents interested in accessing services, including applying for emergency financial assistance, can contact their local Core Service Agency. Contact information for the Core Service Agencies is found at:

<https://hsa.smcgov.org/emergency-safety-net-assistance-core-service-agencies>

2. What kind of assistance is provided?

COVID-19 Emergency Financial Assistance can be used to pay for the following emergency needs:

- Housing assistance such as deposits, rent or mortgage payments
- Utility arrears or deposits
- Transportation assistance such as car repairs, vehicle registration or other transportation needs
- Other essential needs, such as medical expenses, as determined on a case by case basis

3. What are the eligibility requirements for the COVID emergency financial assistance program?

To be eligible for COVID-19 emergency financial assistance, an individual or household must meet all the following criteria and provide the requested documentation about their household's financial and housing situation in order to be considered for the available funding:

- Be a San Mateo County resident; and
- Demonstrate through paystubs, bank accounts and/or other documents a household income within the past 30 days at or below the income eligibility threshold, which is currently 60% of the Area Median Income. (Note: the specific income threshold may be shifted, as the COVID-19 situation/response evolves.); and

Size of Household (# of people)	1	2	3	4	5	6	7	8
Income Limit	\$67,740	\$77,400	\$87,060	\$96,720	\$104,460	\$112,200	\$119,940	\$127,680

- Demonstrate financial hardship resulting from COVID-19 such as proof of lost or reduction in income; and
- Demonstrate financial need such as a letter for past due rent from a landlord, past due utility or medical bills, emergency car repair or vehicle registration which if not addressed would create hardship for the household; and
- Ability to maintain housing or have a plan in place to maintain housing which will be determined on a case by case basis.

4. Are there eligibility requirements related to citizenship or documentation status?

No. All residents who meet the eligibility requirements, regardless of citizenship or documentation status may apply for COVID-19 Emergency Financial Assistance.

5. Where do I go to apply for COVID Emergency Financial Assistance?

Call or visit your nearest Core Service Agency (contacting by phone is preferred at this time due to social distancing). See the list at the link below to locate the Core Service Agency that serves your area of the County.

<https://hsa.smcgov.org/emergency-safety-net-assistance-core-service-agencies>

6. What happens if I request financial assistance through the COVID Emergency Financial Assistance program?

When you contact your local Core Service Agency, the staff there will ask for information about your household and your current situation (including income, financial resources, and housing). If it seems that your household may be eligible, the Core Service Agency staff will provide you with information on the application process, which includes providing various verification documents (related to income and financial resources, employment, housing situation, etc.). Once all requested information and documents are submitted, the Core Service Agency and Samaritan House staff will review and may ask for additional information or documentation. The Core Service Agency staff will communicate to you regarding the result of your application and whether assistance will be able to be provided, based on the eligibility criteria and the available funding, as funding is limited.

7. How much money is available through the COVID Emergency Financial Assistance Program?

The Board of Supervisors directed \$1 million of their contribution to SMC Strong to the COVID-19 Emergency Financial Assistance Program. If additional donations are received from private donors, charitable foundations or other sources, that amount will increase.

8. How much does each applicant receive from the COVID-19 Emergency Financial Assistance Fund?

For applicants who are eligible, whether or not they receive assistance and if they do, what amount of assistance they receive, is dependent on factors such as their household's income, resources, and need and on the availability of funding, as funding is limited.

9. For clients who are eligible and determined that they will receive assistance, will they receive the assistance as cash?

No. The Emergency Financial Assistance Program will direct payments on behalf of approved applicants. For example, an approved partial rent payment would be made directly to the property owner or payment for emergency and necessary car repairs would be made directly to the repair shop.

10. What if I need help with other needs such as groceries or help applying for unemployment?

For questions about food resources and how to access meal and grocery assistance programs, contact Second Harvest of Silicon Valley's Food Connection line at 800-984-3663.

You can find out more about unemployment insurance and can apply online at <https://www.edd.ca.gov/unemployment/>

You can also contact the Core Service Agency that serves your area as they provide a variety of services including food resources, assistance with applying for resources like CalFresh and others, and referrals for homeless services. If you need assistance that the Core Service Agency can't provide directly, they will make every effort to connect you to local agencies and organizations that can meet your needs. A link to the Core Services Agencies is below.

<https://hsa.smcgov.org/emergency-safety-net-assistance-core-service-agencies>

Operational Assistance for Non-profit Organizations

1. Why is the SMC Strong Fund providing operational assistance to non-profit organizations?

Since the county's shelter in place order was issued on March 16, 2020, all types of non-profit organizations throughout San Mateo County have seen a reduction in volunteers who make up a significant percentage of their workforce, an increased need for technology such as laptops and VPN access along with cleaning and sanitization supplies to protect the health of both clients and staff and also a loss in revenue due to cancelled fundraising events. All non-profits in the county are being affected by COVID-19. The impacts range from shutting down operations to addressing the needs of more, potentially many more eligible residents.

2. Has the County prioritized how assistance for non-profits will be distributed?

Yes, from the County's \$3 million contribution to the SMC Strong Fund, the Board of Supervisors prioritized \$1 million to the Core Service Agencies to operate, oversee and report on the COVID-19 Emergency Financial Assistance Program. For this first round of funding, the Board is also directing additional funds to the agencies that provide shelter for our homeless residents.

3. Will there be additional rounds of funding for non-profits organizations?

Additional funding for non-profit agencies will depend on the contributions to the SMC Strong Fund. Staff are preparing a recommended distribution plan based on surveys of non-profits with a focus on agencies that provide support our most vulnerable residents, those with very low incomes, the elderly, people who have disabilities, and people who are experiencing homelessness.

4. Can a non-profit organization apply now for future rounds of funding?

No. The Board of Supervisors will determine priorities for any future rounds of funding at their April 7, 2020 meeting. Priority will be given to agencies that provide direct services for the most vulnerable residents, agencies that have established funding and reporting relationships with the County and agencies that can leverage County funds with commitments from other funders.

Assistance for Small Businesses

1. How will SMC Strong funds be distributed to small businesses?

The San Mateo County Economic Development Association (SAMCEDA) has been designated by the County as the lead for business resources during the COVID-19 pandemic, and is developing a recommended distribution process for the small business assistance program. To develop that process, SAMCEDA is working closely with chambers of commerce, convention and visitor's bureaus, non-profits, and other stakeholders throughout the County to survey local small businesses and employers about how COVID-19 is impacting their operations and what support they need most in the short term - (take the survey here). A recommended process for distributions under the small business assistance program will be presented to the Board of Supervisors at their meeting on April 7, 2020.

2. Can a small business pre-apply or get on a waiting list now?

No. The application process will be opened after the plan for distributions under the small business assistance plan is approved by the Board of Supervisors. Interested business should complete the SAMCEDA survey and follow the SAMCEDA website at <https://www.samceda.org/COVID-19-Resource-Links-Business> for updates on the plan and links to COVID-19 related business resources.

3. How can I and/or my employees get help applying for unemployment?

Employees can find out more information about unemployment insurance and how to apply online at <https://www.edd.ca.gov/unemployment/>

4. How can I learn more about the Federal Stimulus bill or other State and Federal programs for small businesses?

FEDERAL LINKS:

- [Paycheck Protection Program FAQs for Small Business](#)
- [Small Business Administration \(SBA\): Coronavirus \(COVID-19\): Small Business Guidance & Loan Resources](#)
- [Small Business Administration \(SBA\): COVID-19 Economic Injury Disaster Loan Application](#)
- [Center for Economic and Policy Research \(CEPR\): Federal Stimulus FAQ](#)

STATE LINKS:

- [Governor's Office of Business and Economic Development \(GO-Biz\): Coronavirus 2019](#)
- [America's SBDC California: COVID-19 – The Latest News & Resources for Your Business](#)
- [Coronavirus Aid, Relief, and Economic Security Act \(Cal OES\)](#)

SAN MATEO COUNTY ECONOMIC DEVELOPMENT ASSOCIATION (SAMCEDA):

- [Business Resources](#)
- [Financial Relief](#)
- [Find Your Local Chambers](#)
- [Take Our Small Business Survey](#)



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Public Works Director, CSG
 Cyrus Kianpour, City Engineer, CSG
 Abdulkader Hashem, Project Manager, CSG

VIA: Brian Dossey, City Manager

MEETING DATE: April 8, 2020

SUBJECT: Mission Road Improvement Project – Bid Package Approval

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING BID DOCUMENT PACKAGE AND AUTHORIZING STAFF TO
 ADVERTISE NOTICE INVITING BIDS FOR THE MISSION ROAD BICYCLE AND PEDESTRIAN
 IMPROVEMENT PROJECT (CIP #903)

EXECUTIVE SUMMARY

Staff has prepared project plans and bid specifications (“Bid Package”) for the Mission Road Bicycle and Pedestrian Improvement Project (“Project”). On federal and state funded projects, various approvals are required including an environmental review and a Right of Way (ROW) clearance review. Once these reviews are completed and the various agencies that oversee these tasks give their written approval (E76 clearance), the Town is authorized to go to bid and subsequently proceed with construction. The Town has now received their E76 from Caltrans and is authorized to proceed to bidding and construction.

Prior to publishing and advertising the Project Bid Package, Staff is requesting that City Council review and approve the Project Bid Package including the attached plans and specifications. If approved, Staff requests that the City Council authorize Staff to proceed with advertising the notice inviting bids for the Project. If approved, the Project Bid Package will be made available online for public review and advertised in accordance with the Uniform Public Construction Cost Accounting Act.

From preliminary estimates, staff believes that a budget amendment will be needed to make up the shortfall from staff’s original projections.

FISCAL IMPACT

In the FY 2019-20 adopted budget document, the Mission Rd project has a project budget of \$1,608,500. The funding sources included \$590,000 of General Fund monies and the rest from various grant funding's – Federal One Bay Area Grant (OBAG) program, a dual grant which is administered by C/CAG using funds from Safe Routes to School and the County's Stormwater Green Infrastructure program. The project also includes funding from the County's allocated Measure A and State allocated Gas Tax grant funding. Additionally, the annual SB 1 Gas Tax allocation is designated for this fund. After taking account the SB 1 Gas Tax allocation for FY 2019-20 and FY 2020-21, the total project budget for Mission Road Bicycle and Pedestrian project is \$1,662,000.

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	RMRA (SB 1) Fund FY 2020-21	\$28,500*
9	Colma General Fund (In Fund 32)	\$590,000
TOTAL		\$1,662,000

* Budget Increase pending City Council Approval of FY 2020-21 RMRA (SB 1) Project List.

Due to unexpected legislative compliance, increase in scope, and changes in construction costs, Staff anticipates that additional funding will be required and will make the recommendation for a budget amendment after bids are received and reviewed and a contract is brought forward for award.

Please note any unspent funds from the 2019-2020 fiscal year will be carried over to the 2020-2021 fiscal year.

BACKGROUND

The Town applied for and was granted funds to improve pedestrian and bicycle mobility in the Mission Road area. What originally started off as an improvement project for ADA upgrades and bike path improvements has grown to be a project to help revitalize the Mission Road

Commercial/Residential District by providing continuous pedestrian walkways and bicycle paths, installing several high visible crosswalks, street lighting, green landscaping infrastructure and other improvements.

One of the conditions in accepting the Federal and State grants is complying with their environmental review guidelines and ROW certification clearance. The Federal grant also required that the Town work with the immediate community (Mission Road business and residents) and holding community meetings to review, comment and advise on the proposed project. Staff and consultant held two outreach lunch meetings at Molloy's Tavern and conducted several visits to the various businesses and residential properties in the neighborhood. Though the proposed meetings were well advertised, the outreach meetings were only moderately attended. What we did get from the public were comments that we felt were representative of the whole Mission Road Community. Some of the comments, wants and needs included: Continuous sidewalks, removal of tripping hazards, safe crosswalks, reduce speeding, landscaping where available, more street lighting and well delineated bike paths. Some did mention that with the inclusion of Veterans Village, it is imperative that these improvements move forward.

The environmental review studied items such as Historical relevance (i.e., will the Project have adverse effects on historical features within the community?), Biological (i.e., endangered species impacts), Archeological (i.e., will the Project disrupt or have an adverse effect on any archeological sites in the Project area?). The ROW Certification included verification that the various utility companies that are currently undergrounded would be responsible for utility relocation if required, verifying that improvement work was within the ROW and not on private property, providing construction staging areas and other items. Staff along with various consultants completed the rigorous environmental and ROW Certification requirements set by both State and Federal agencies and was cleared to move ahead with the Project.

ANALYSIS

With the aid of the Town's ADA Transition plan, the counter measures stated in the Systemic Safety Analysis (SSAR), goals that were established in the Town's Climate Action and Green Infrastructure Plans, the community's contribution to the Project, and third party agency requirements, staff has developed a set of plans and specifications that will enhance pedestrian and bicycle mobility, and provide a higher level of safety for those who use the ROW for walking, biking and vehicle travel.

Some of the improvements that are being recommended are as follows:

- Continuous accessible sidewalks on both side of the roadway from El Camino Real to Lawndale Boulevard.
- 4 High Visible Crosswalks, inclusive of pedestrian sidewalk bulb outs to shorten the walk across the roadway and Rapid flashing beacons to alert vehicles that pedestrians are either entering or crossing the street.
- Attractive landscape bioretention, to assist in storm water treatment along with bringing in a sustainable landscape feature. Educational signage will also be included to provide notice regarding the value of proper stormwater treatment.

- Continuous streetlights on the east side of Mission Road, lighting that will contribute to safer paths of travel for those who walk and bike at night, it will also assist drivers with nighttime driving and parking in the Mission Road area.
- Street resurfacing with new street striping clearly delineating speed limits, crosswalks, and enhanced bike paths.
- Automated speed limit signs to assist in reducing speeding through the Mission Road area and help prevent accidents caused by excessive speeds.

Project plans and specification have been completed and approved by the various Federal, State and County agencies.

As previously stated, the addition of the various enhancements has caused hard and soft cost to exceed the original budget. To make up this shortfall, staff is working with the Town Finance Department. Proposed solutions would be to use a greater amount of other outside funding (Measure A, M and W and Gas Tax), re-appropriation of CIP funds for other capital projects that would take place in the future, and an additional contribution from the Town's reserves. This finance proposal will be explained in greater detail when this item is brought before the City Council for contract award.

Upon review and feedback from the City Council, Staff will make all revisions directed by the City Council and proceed to advertising the Project Bid Package. Staff and the project management team will continue to update the City Council and the City Manager regarding the bidding process.

The proposed tentative Project schedule is as follows:

- April 8, 2020: Staff will present the Project Bid Package, including plans and specifications, to the City Council for review, comment, approval and direction to move forward with public bidding.
- March 22, 2020: The Project Bid Package will be advertised.
- May 6, 2020: Pre-Bid Meeting
- May 20 Bid closing deadline
- June 10, 2020: Contract Award

ALTERNATIVES

City Council Could:

- Proceed with the project with only the items that are required to be constructed with the various grants. This is doable but not recommended, the Project will feel incomplete.

- Direct staff to value engineer the drawings to hopefully reduce costs, the cost of re-engineering the Project more than likely will not significantly change and the cost for redesign would increase. A strong chance of time being spent and reduction in Project cost would be negligible.
- Ask staff to consider some of the Project features to be “Add Alternatives” and be part of the bid process. If the bids come in more than expected, City Council along with Staff can adjust the awarded contract by eliminating portions of the project through the Add Alternatives. This is not ideal, and the Town may see other items within the base bid go up in value to compensate the contractor adequately for their efforts. You also see that your add alternatives are typically undervalued and the deduct is typically not worth it.

Council Adopted Values

Adoption of the resolution is consistent with the City Council's value of being *responsible* staying committed to their strategic plan and goals. By improving the Mission Road and its facilities, the City Council is improving the accessibility and safety features on and along the Mission Road corridor for all pedestrian, bicycle and vehicular activity.

SUSTAINABILITY IMPACT

This resolution in support of the Mission Road Bicycle & Pedestrian Improvements – Bid Package is consistent with the Town's sustainability goals and Complete Streets and Green Streets Program goals.

CONCLUSION

Staff seeks Council's adoption of the resolution approving the Project Bid Package, including plans and specifications, and authorizing advertisement of the noticing inviting bids for the Project.

ATTACHMENTS

- A. Resolution
- B. Project Plans for Presentation
- C. Full Bid Documents – Plans & Specifications Town Website,
(<https://www.colma.ca.gov/current-capital-projects/>)



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

**RESOLUTION APPROVING BID DOCUMENT PACKAGE AND AUTHORIZING STAFF TO
ADVERTISE NOTICE INVITING BIDS FOR THE MISSION ROAD IMPROVEMENT
PROJECT**

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

1. Background

- (a) The City Council of the Town of Colma has reviewed plans and specifications for the Sterling Park Playground Improvement Project; and
- (b) Staff has recommended approval of said plans and specifications; and
- (c) The proposed project is a public works project requiring competitive bidding.

2. Findings

- (a) The City Council finds that the design set forth in the plans and specifications is reasonable.
- (b) Town staff is currently analyzing the full amount needed for the project and will return for a budget adjustment at the time of contract award.

3. Approval and Authorization

- (a) The plans and specifications for the Mission Road Improvement Project, a copy of which is on file at Town Hall, are hereby approved.
- (b) Staff is hereby authorized to advertise the notice inviting bids for the project.
- (c) The City Manager is hereby authorized to make minor changes to the project as needed.

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Certification of Adoption

I certify that the foregoing Resolution XXXX-XX was duly adopted at a regular meeting of said City Council held on April 8, 2020 by the following vote:

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

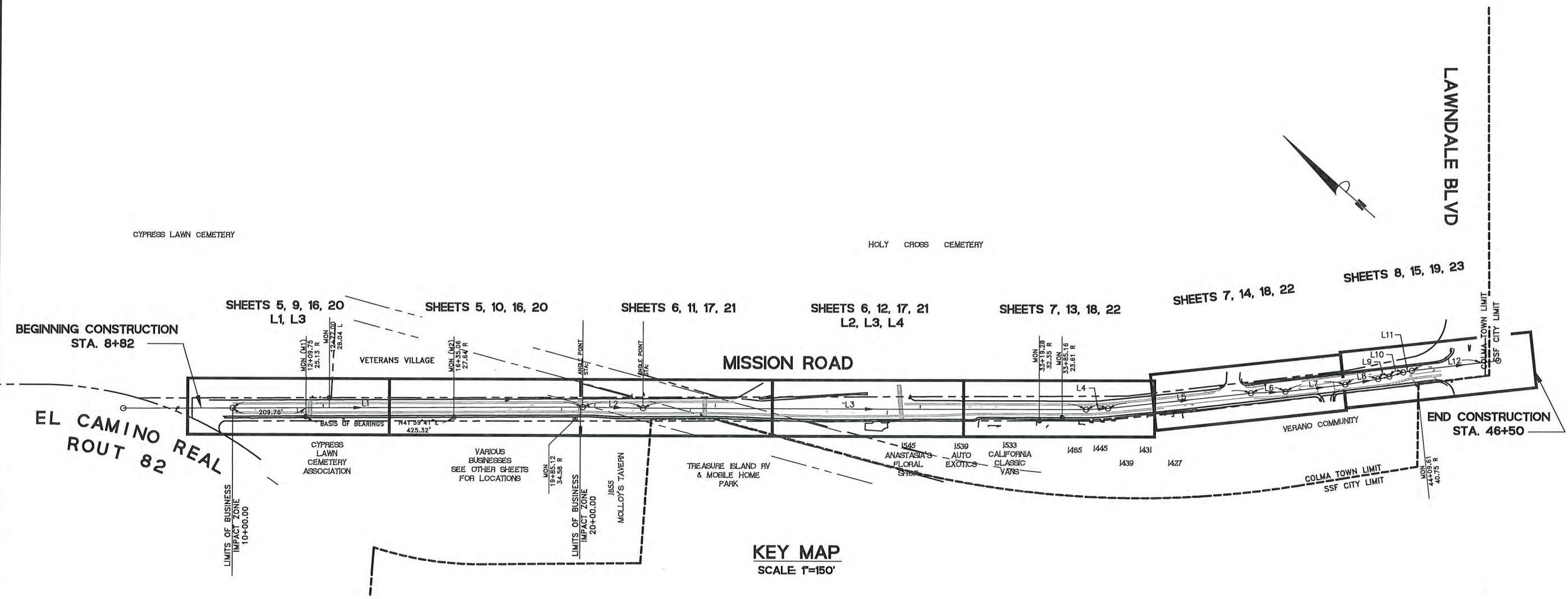
Dated _____

John Irish Goodwin, Mayor

Attest: _____
Caitlin Corley, City Clerk

J:\DESIGN\18.393 - Colma Mission Road Improvement\2020-08-18 BIDSET\02 KEY MAP.dwg@ 04:53:17 PM

Plotted on: 03/19/20 @ 04:53:19 PM



KEY MAP
SCALE 1"=150'

ALIGNMENT LINE TABLE

#	BEARING	DISTANCE (FT)
L1	S 42°19'47" E	1006.49
L2	S 41°14'93" E	172.53
L3	S 41°56'47" E	1274.82
L4	S 45°04'24" E	63.54
L5	S 43°10'00" E	413.73
L6	S 44°47'16" E	99.14
L7	S 48°41'17" E	173.30
L8	S 51°45'25" E	95.29
L9	S 54°58'00" E	32.12
L10	S 58°45'23" E	42.02
L11	S 52°09'01" E	25.405
L12	S 48°36'11" E	201.62

BASIS OF BEARINGS

THE BEARING N41°59'41"W AS SHOWN BETWEEN 2 FOUND MONUMENTS, M1 & M2, LOCATED SOUTH OF EL CAMINO REAL, IN THE SIDEWALK ON THE WEST SIDE OF MISSION ROAD, WAS USED AS THE BASIS OF BEARINGS FOR THIS PROJECT. ALL MONUMENTS FOUND ARE SHOWN ON THIS SHEET. THE TOPOGRAPHIC SURVEY IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) CCS83, CALIFORNIA ZONE 3.

MONUMENT M1 (BART 2" BRASS DISK): N 2073042.09, E 5996471.43
MONUMENT M2 (BART 2" BRASS DISK): N 2072725.99, E 5996755.97

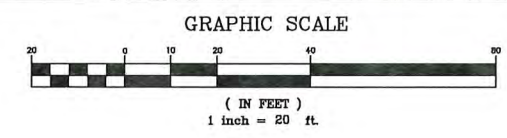
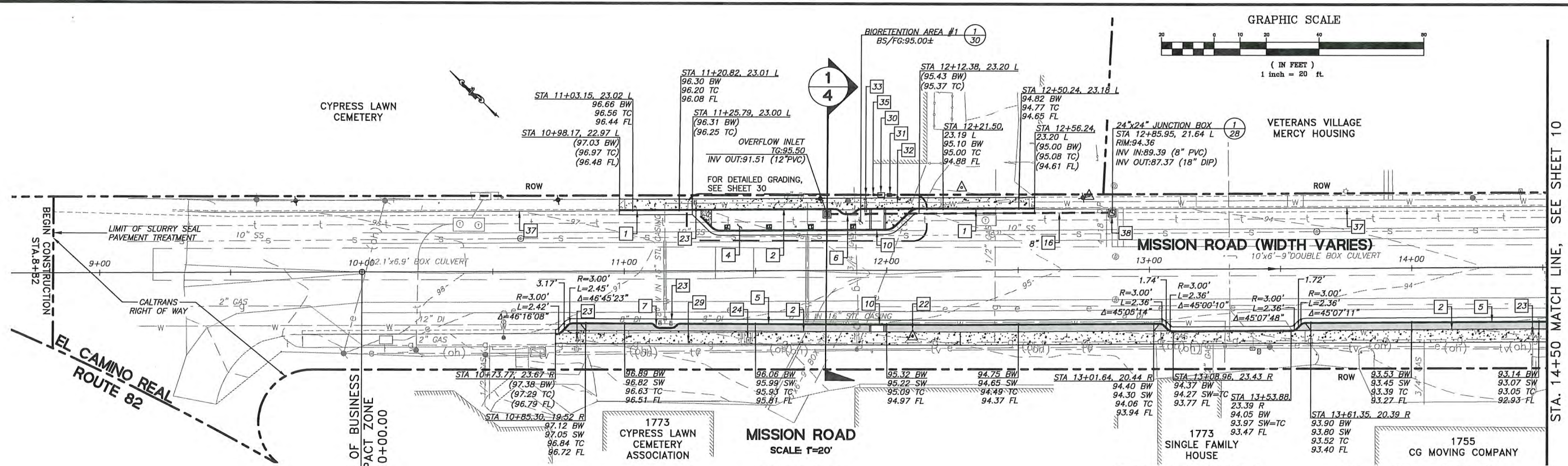
PROJECT BENCHMARK

THE ELEVATIONS FOR THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

MONUMENT M1 (BART 2" BRASS DISK): ELEV. 94.94'
MONUMENT M2 (BART 2" BRASS DISK): ELEV. 92.36'

<p>DESIGNED: SH/LL DRAWN: SK/CM APPROVED: _____</p> <p>RESIGNED: _____ REVISIONS: _____</p> <p>NO. _____</p> <p>DATE _____</p>	<p>PREPARED BY: CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94044 Phone (650)522-2500 Fax (650)522-2559</p> <p>EMPLOYEE - OWNED</p> <p>PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014</p> <p>TITLE: KEY MAP, MONUMENT LOCATIONS, AND BASIS OF BEARINGS MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT</p> <p>SHEET 2 OF 43</p> <p>DATE: 12/6/19 JOB#: 18.393</p> <p>3/18/20 BID SET</p>
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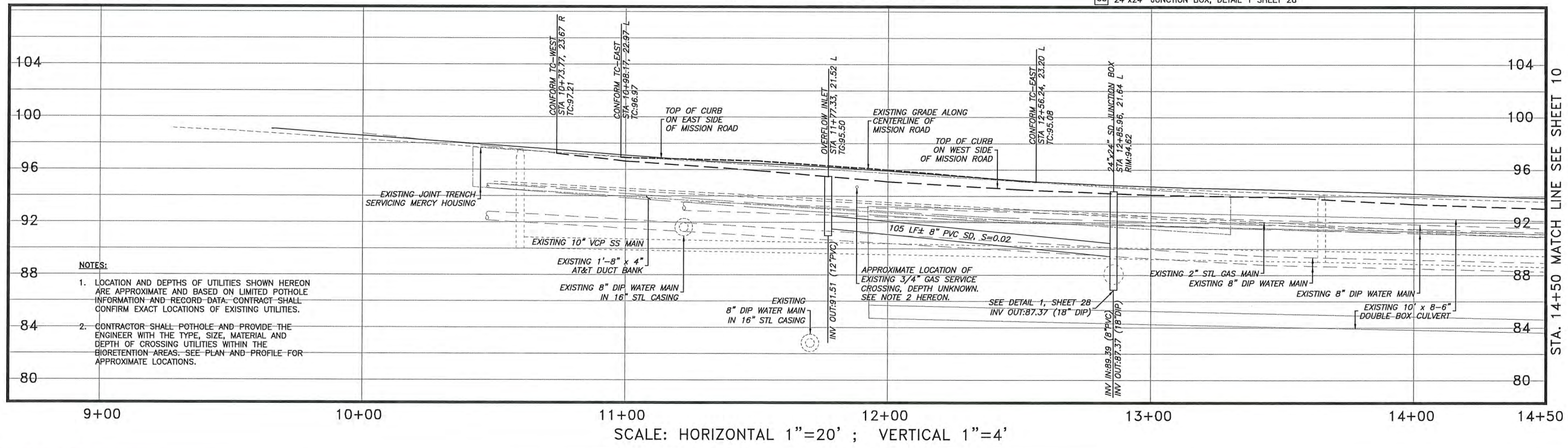


- LEGEND:**
- PVC STORM DRAIN PIPE, SIZE SHOWN ON PLAN
 - NEW CATCH BASIN WITH BICYCLE PROOF GRATE (TYPE 24-12X) AND GUTTER DEPRESSION (D78A), PER 4/29
 - OVERFLOW: 24"x24" PRECAST CONCRETE DROP INLET WITH GRATE PER 31/31, 31/31, 31/31
 - DECORATIVE LIGHTING, PER 35/35, 35/35
 - SLURRY SEAL
 - HMA DRIVEWAY
 - CONCRETE

- GENERAL NOTES:**
1. SEE SHEETS L2-L7 FOR IRRIGATION NOTES, PLANS AND DETAILS.
 2. SEE SHEETS 34-36 FOR LIGHTING PLANS, DETAILS AND PHOTOMETRIC PLANS.

- CONSTRUCTION NOTES:**
- 1 NEW ADA DRIVEWAY; DETAIL 6, SHEET 25
 - 2 NEW CONCRETE SIDEWALK; DETAIL 4, SHEET 25
 - 4 BIORETENTION AREA, SEE SHEETS 30 & 31 FOR TYPICAL LAYOUTS, SECTIONS AND DETAILS
 - 5 ASPHALT CONCRETE DRIVEWAY APPROACH; DETAIL 5, SHEET 25
 - 6 CURB MODIFICATION AROUND EXISTING UTILITY POLE; DETAIL 1, SHEET 30
 - 7 CURB MODIFICATION AROUND EXISTING WATER VALVES; DETAIL 4, SHEET 32
 - 10 ADA CURB RAMP, SEE SHEETS 32 & 33
 - 16 8" OR 12" PVC SD. SEE PLANS FOR SIZE
 - 22 REMOVE AND RESTORE EXISTING SURVEY MONUMENT

- CONSTRUCTION NOTES (CONTINUED):**
- 23 ADJUST WATER VALVE PER CALWATER STANDARDS
 - 24 ADJUST WATER METER PER CALWATER STANDARDS
 - 29 ADJUST PG&E GAS VALVE
 - 30 NEW BACKFLOW PREVENTOR PER IRRIGATION PLAN
 - 31 NEW 5/8" IRRIGATION METER
 - 32 CONNECT IRRIGATION SERVICE TO WATER MAIN
 - 33 IRRIGATION SLEEVE PER IRRIGATION PLAN
 - 35 GATE VALVE BOX PER IRRIGATION PLAN
 - 37 EXISTING CURB, GUTTER AND SIDEWALK TO REMAIN
 - 38 24"x24" JUNCTION BOX; DETAIL 1 SHEET 28
- CONSTRUCTION NOTES (CONTINUED):**
- 39 PROTECT IN PLACE NEW 4"x4" COMMUNICATION MANHOLE
 - 40 PROTECT IN PLACE NEW 24"x36" COMMUNICATION VAULT



- NOTES:**
1. LOCATION AND DEPTHS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND BASED ON LIMITED POT HOLE INFORMATION AND RECORD DATA. CONTRACTOR SHALL CONFIRM EXACT LOCATIONS OF EXISTING UTILITIES.
 2. CONTRACTOR SHALL POT HOLE AND PROVIDE THE ENGINEER WITH THE TYPE, SIZE, MATERIAL AND DEPTH OF CROSSING UTILITIES WITHIN THE BIORETENTION AREAS. SEE PLAN AND PROFILE FOR APPROXIMATE LOCATIONS.

SCALE: HORIZONTAL 1"=20' ; VERTICAL 1"=4'

STA. 14+50 MATCH LINE, SEE SHEET 10

DESIGNED: SH/L	DRAWN: SW/2M	APPROVED:	NO.	REVISIONS	DATE
PREPARED BY: CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94404 Phone: (650)522-2500 Fax: (650)522-2599 Employee - Owned					
PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014					
TITLE: IMPROVEMENTS PLAN AND PROFILE, STA. 8+82 TO STA. 14+50 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT					
SHEET 9 OF 43					
DATE: 12/6/19 JOB#: 18.393 3/18/20 BID SET					

STA. 14+50 MATCH LINE SEE SHEET 9

STA. 14+50 MATCH LINE SEE SHEET 9

14+50

15+00

16+00

17+00

18+00

19+00

20+00

STA. 20+00 MATCH LINE SEE SHEET 11

VETERANS VILLAGE
MERCY HOUSING

VETERANS VILLAGE
MERCY HOUSING

STA 16+45.16, 23.41 L
(92.45 BW)
(92.35 TC)
(91.85 FL)

STA 16+60.20, 23.40 L
(92.39 BW)
(92.29 TC)
(91.79 FL)

STA 19+37.39, 23.82 L
(91.04 TC)
(90.54 FL)

MISSION ROAD (WIDTH VARIES)

MISSION ROAD
SCALE 1"=20'

LEGEND:

- PVC STORM DRAIN PIPE, SIZE SHOWN ON PLAN
- NEW CATCH BASIN WITH BICYCLE PROOF GRATE (TYPE 24-12X) AND GUTTER DEPRESSION (D78A), PER 4/29
- OVERFLOW: 24"x24" PRECAST CONCRETE DROP INLET WITH GRATE PER 1/31, 2/31, 3/31
- DECORATIVE LIGHTING, PER 1/35, 2/35
- SLURRY SEAL
- HMA DRIVEWAY
- CONCRETE

GENERAL NOTES:

- SEE SHEETS L2-L7 FOR IRRIGATION NOTES, PLANS AND DETAILS.
- SEE SHEETS 34-36 FOR LIGHTING PLANS, DETAILS AND PHOTOMETRIC PLANS.

CONSTRUCTION NOTES:

- NEW CONCRETE SIDEWALK; DETAIL 4, SHEET 25
- ASPHALT CONCRETE DRIVEWAY APPROACH; DETAIL 5, SHEET 25
- CURB MODIFICATION AROUND EXISTING SS MANHOLE; DETAIL 5, SHEET 32
- CURB MODIFICATION AROUND EXISTING SS MANHOLE; DETAIL 2, SHEET 32
- REPLACE EXISTING CURB RAMP WITH CONCRETE SIDEWALK
- BULB-OUT; DETAIL 6, SHEET 29
- 18" WIDE TRENCH DRAIN; DETAIL 2, SHEET 29

CONSTRUCTION NOTES (CONTINUED):

- REMOVE AND RESTORE EXISTING SURVEY MONUMENT
- ADJUST WATER VALVE PER CALWATER STANDARDS
- ADJUST WATER METER PER CALWATER STANDARDS
- ADJUST SANITARY SEWER MANHOLE COVER
- EXISTING CURB, GUTTER AND SIDEWALK TO REMAIN

NOTES:

- LOCATION AND DEPTHS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND BASED ON LIMITED POTHOLE INFORMATION AND RECORD DATA. CONTRACTOR SHALL CONFIRM EXACT LOCATIONS OF EXISTING UTILITIES.
- CONTRACTOR SHALL POTHOLE AND PROVIDE THE ENGINEER WITH THE TYPE, SIZE, MATERIAL AND DEPTH OF CROSSING UTILITIES WITHIN THE BIoretention AREAS. SEE PLAN AND PROFILE FOR APPROXIMATE LOCATIONS.

CONFORM TC-EAST
STA 16+45.16, 23.41 L
TC:92.35

CONFORM TC-EAST
STA 16+60.20, 23.40 L
TC:92.29

CONFORM TC-EAST
STA 19+37.39, 23.82 L
TC:91.04

EXISTING 1'-8" x 4" AT&T DUCT BANK

EXISTING 8" DIP WATER MAIN

EXISTING 8" DIP WATER MAIN

EXISTING 10' x 8-6" DOUBLE BOX CULVERT

EXISTING 10" VCP-SS MAIN

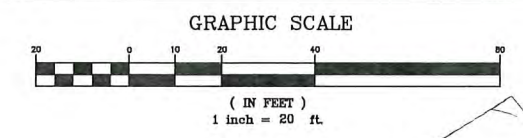
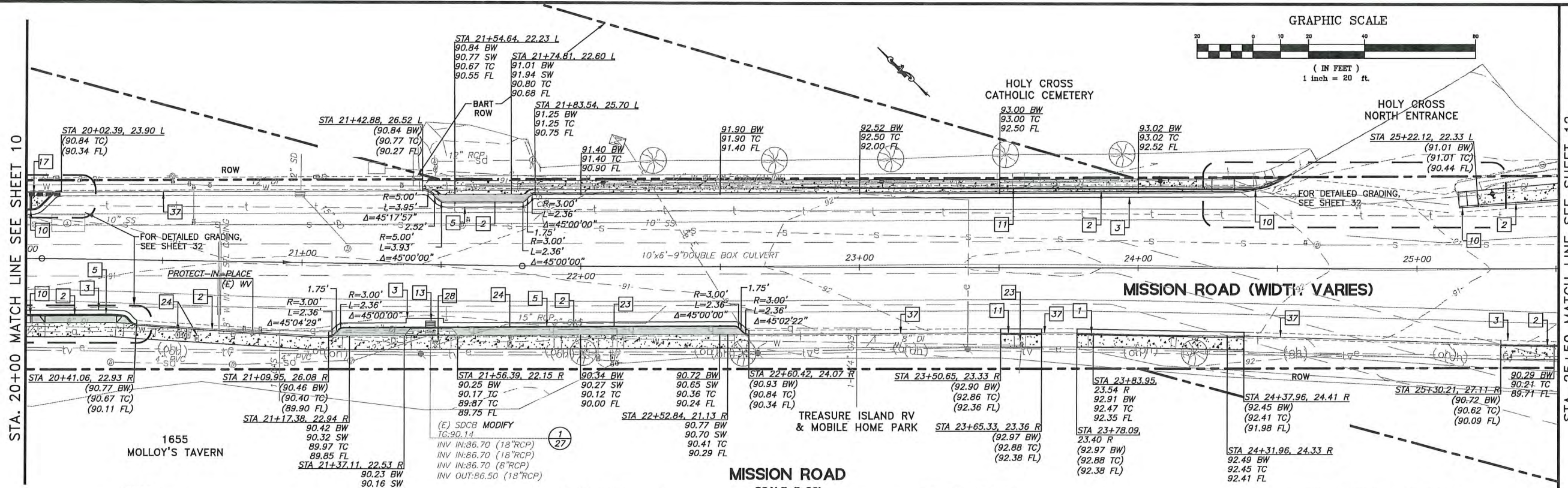
EXISTING 6" VCP-SS MAIN

EXISTING 6" VCP-SS MAIN

EXISTING 2" STL GAS MAIN

SCALE: HORIZONTAL 1"=20' ; VERTICAL 1"=4'

DESIGNED: SW/LL	NO.	REVISIONS	DATE
DRAWN: SW/LL			
APPROVED:			
PREPARED BY: CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94404 Phone: (650)522-2500 Fax: (650)522-2599 Employee - Owned			
PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014			
TITLE: IMPROVEMENTS PLAN AND PROFILE, STA. 14+50 TO STA. 20+00 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT			
SHEET 10 OF 43			
DATE: 12/6/19 JOB#: 18.393			
3/18/20 BID SET			

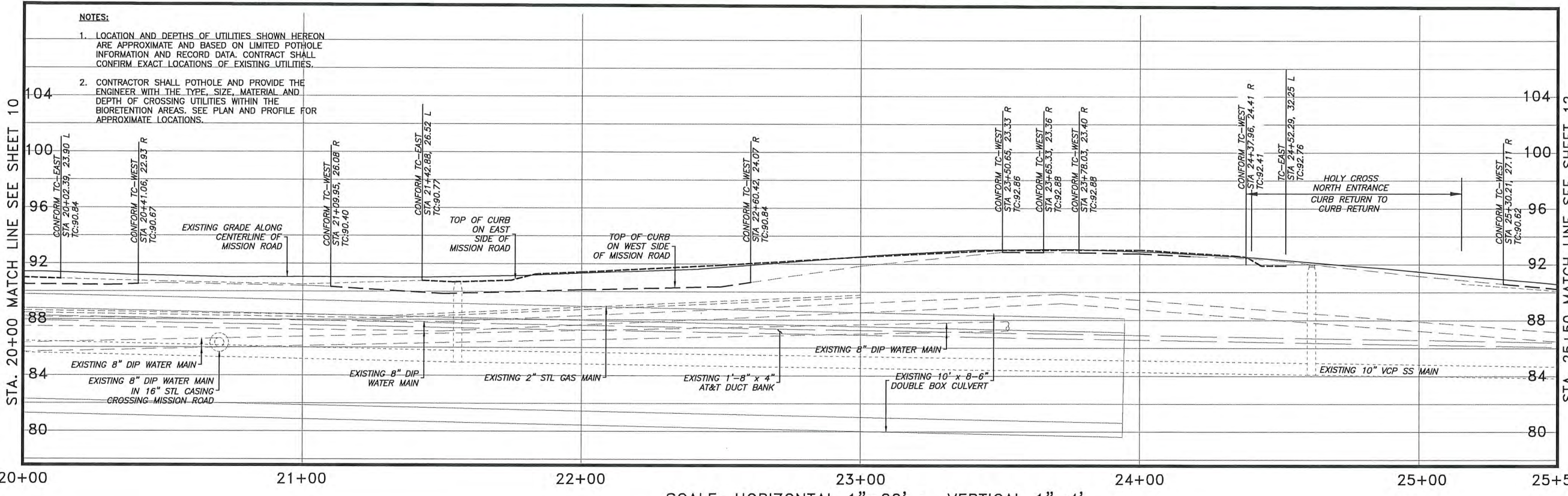


- LEGEND:**
- PVC STORM DRAIN PIPE, SIZE SHOWN ON PLAN
 - NEW CATCH BASIN WITH BICYCLE PROOF GRADE (TYPE 24-12X) AND GUTTER DEPRESSION (D78A), PER
 - OVERFLOW: 24"x24" PRECAST CONCRETE DROP INLET WITH GRATE PER
 - DECORATIVE LIGHTING, PER
 - SLURRY SEAL
 - HMA DRIVEWAY
 - CONCRETE

- GENERAL NOTES:**
1. SEE SHEETS L2-L7 FOR IRRIGATION NOTES, PLANS AND DETAILS.
 2. SEE SHEETS 34-36 FOR LIGHTING PLANS, DETAILS AND PHOTOMETRIC PLANS.

- CONSTRUCTION NOTES:**
- 1 NEW ADA DRIVEWAY; DETAIL 6, SHEET 25
 - 2 NEW CONCRETE SIDEWALK; DETAIL 4, SHEET 25
 - 3 NEW STANDARD CONCRETE CURB & GUTTER
 - 5 ASPHALT CONCRETE DRIVEWAY APPROACH; DETAIL 5, SHEET 25
 - 10 ADA CURB RAMP, SEE SHEETS 32 & 33
 - 11 REPLACE EXISTING CURB RAMP WITH CONCRETE SIDEWALK
 - 13 INLET MODIFICATION; SEE DETAIL 1, SHEET 27
 - 17 18" WIDE TRENCH DRAIN; SEE DETAIL 2, SHEET 29

- CONSTRUCTION NOTES (CONTINUED):**
- 23 ADJUST WATER VALVE PER CALWATER STANDARDS
 - 24 ADJUST WATER METER PER CALWATER STANDARDS
 - 28 ADJUST STORM DRAIN JUNCTION BOX TO GRADE
 - 37 EXISTING CURB, GUTTER AND SIDEWALK TO REMAIN



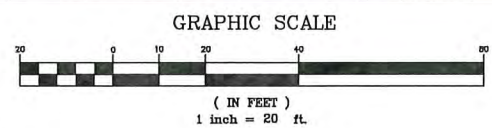
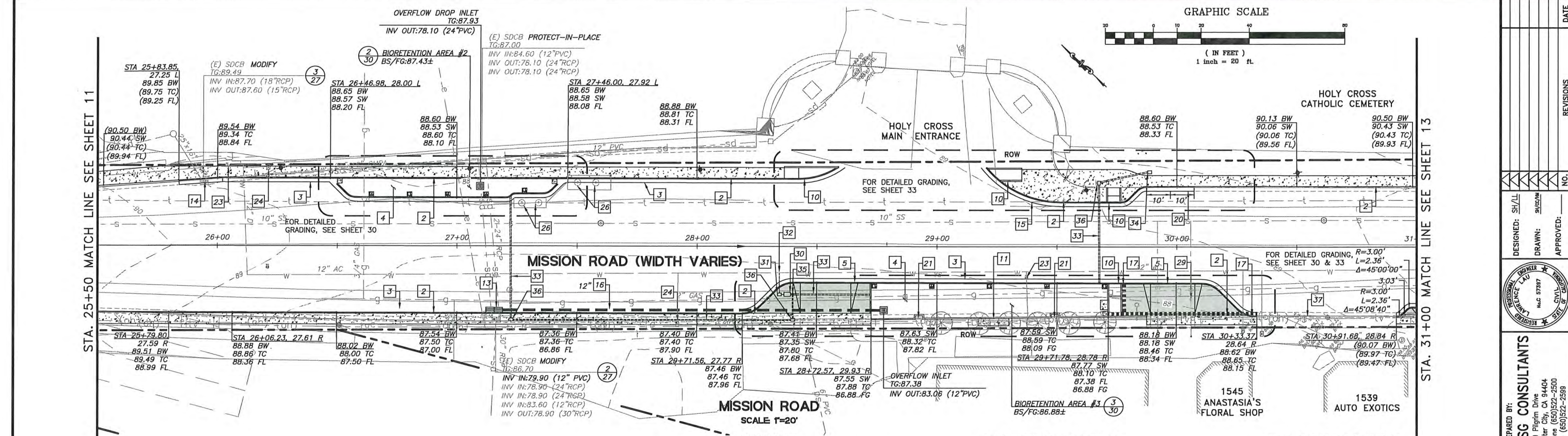
- NOTES:**
1. LOCATION AND DEPTHS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND BASED ON LIMITED POT HOLE INFORMATION AND RECORD DATA. CONTRACTOR SHALL CONFIRM EXACT LOCATIONS OF EXISTING UTILITIES.
 2. CONTRACTOR SHALL POTHOLE AND PROVIDE THE ENGINEER WITH THE TYPE, SIZE, MATERIAL AND DEPTH OF CROSSING UTILITIES WITHIN THE BIoretention AREAS. SEE PLAN AND PROFILE FOR APPROXIMATE LOCATIONS.

SCALE: HORIZONTAL 1"=20' ; VERTICAL 1"=4'

STA. 20+00 MATCH LINE SEE SHEET 10

STA. 25+50 MATCH LINE SEE SHEET 12

<p>DESIGNED: SH/L</p> <p>DRAWN: SW/AM</p> <p>APPROVED:</p>
--



STA. 25+50 MATCH LINE SEE SHEET 11

STA. 31+00 MATCH LINE SEE SHEET 13

LEGEND:

- PVC STORM DRAIN PIPE, SIZE SHOWN ON PLAN
- NEW CATCH BASIN BY BICYCLE PROOF GRADE (TYPE 24-12X) AND GUTTER DEPRESSION (D78A), PER
- OVERFLOW: 24"x24" PRECAST CONCRETE DROP INLET WITH GRATE PER
- DECORATIVE LIGHTING, PER
- SLURRY SEAL
- HMA DRIVEWAY
- CONCRETE

GENERAL NOTES:

1. SEE SHEETS L2-L7 FOR IRRIGATION NOTES, PLANS AND DETAILS.
2. SEE SHEETS 34-36 FOR LIGHTING PLANS, DETAILS AND PHOTOMETRIC PLANS.

CONSTRUCTION NOTES:

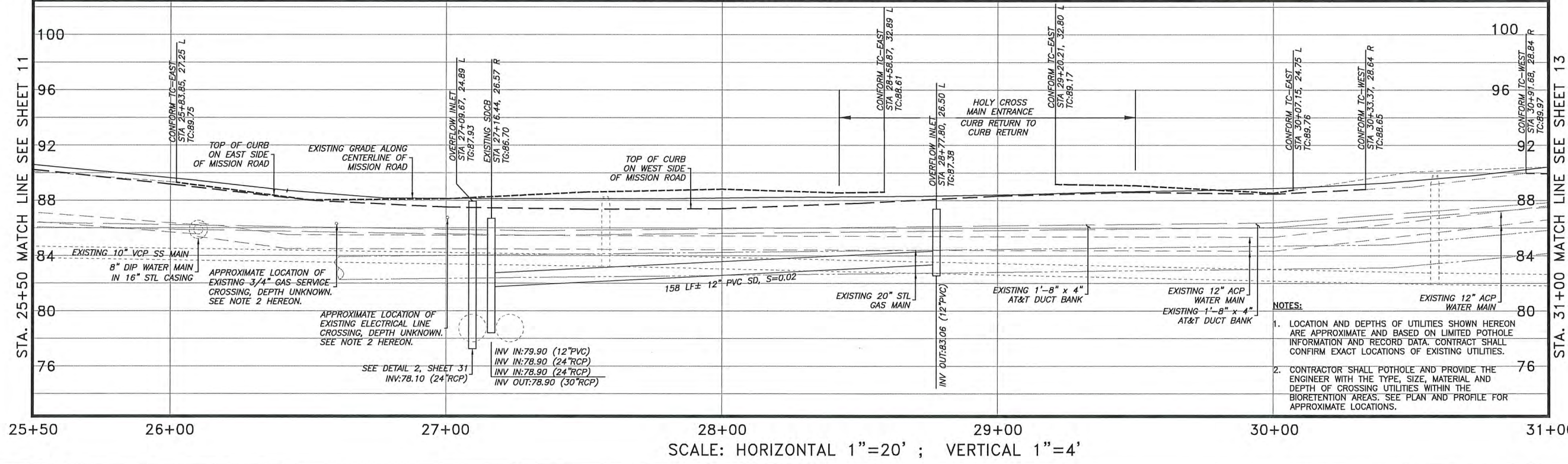
- 2 NEW CONCRETE SIDEWALK; DETAIL 4, SHEET 25
- 3 NEW STANDARD CONCRETE CURB & GUTTER
- 4 BIORETENTION AREA, SEE SHEETS 30 & 31 FOR TYPICAL LAYOUTS, SECTIONS AND DETAILS
- 5 ASPHALT CONCRETE DRIVEWAY APPROACH; DETAIL 5, SHEET 25
- 10 ADA CURB RAMP, SEE SHEETS 32 & 33
- 11 REPLACE EXISTING CURB RAMP WITH CONCRETE SIDEWALK
- 13 INLET MODIFICATION; DETAIL 2, SHEET 27
- 14 INLET MODIFICATION; DETAIL 3, SHEET 27
- 15 NEW CONCRETE SPILL CURB & GUTTER

CONSTRUCTION NOTES (CONTINUED):

- 16 12" PVC SD
- 17 18" WIDE TRENCH DRAIN; DETAIL 2, SHEET 29
- 20 TRANSITION STANDARD CURB & GUTTER TO SPILL CURB & GUTTER
- 21 PROTECT-IN-PLACE EXISTING CONCRETE PILLAR
- 23 ADJUST WATER VALVE PER CALWATER STANDARDS
- 24 ADJUST WATER METER PER CALWATER STANDARDS
- 26 ADJUST AT&T MANHOLE COVER
- 29 ADJUST PG&E GAS VALVE

CONSTRUCTION NOTES (CONTINUED):

- 30 NEW BACKFLOW PREVENTER PER IRRIGATION PLAN
- 31 NEW 5/8" IRRIGATION METER
- 32 CONNECT IRRIGATION SERVICE TO WATER MAIN
- 33 IRRIGATION SLEEVE PER IRRIGATION PLAN
- 34 IRRIGATION STUB FOR FUTURE CONNECTION PER IRRIGATION PLAN
- 35 GATE VALVE BOX PER IRRIGATION PLAN
- 36 CONCRETE VALVE PER IRRIGATION PLAN
- 37 EXISTING CURB, GUTTER AND SIDEWALK TO REMAIN

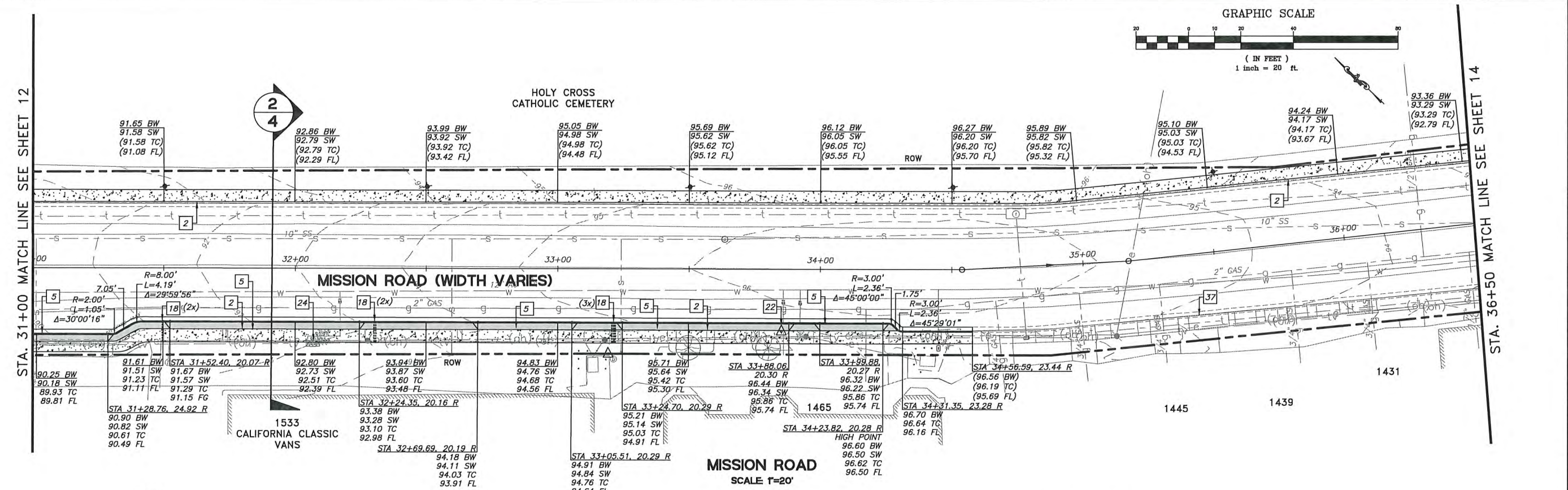


25+50 26+00 27+00 28+00 29+00 30+00 31+00
SCALE: HORIZONTAL 1"=20' ; VERTICAL 1"=4'

NO.	REVISIONS	DATE
DESIGNED: SW/L	DRAWN: SW/CM	APPROVED: _____
PREPARED BY: CSG CONSULTANTS 550 Piquette Drive Foster City, CA 94404 Phone: (650) 522-2599 Fax: (650) 522-2599 Employee - Owned		
PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014		
TITLE: IMPROVEMENTS PLAN AND PROFILE, STA. 25+50 TO STA. 31+00 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT		
SHEET 12 OF 43		
DATE: 12/6/19 JOB#: 18.393 3/18/20 BID SET		

J:\DESIGN\18.393 - Colma Mission Road Improvement\2020-03-18_BIDSET\09-15 IMPROV. STA. 10+00 TO 46+00.dwg@ 06:19:48 PM
 Plotted on: 03/19/20 @ 06:19:45 PM

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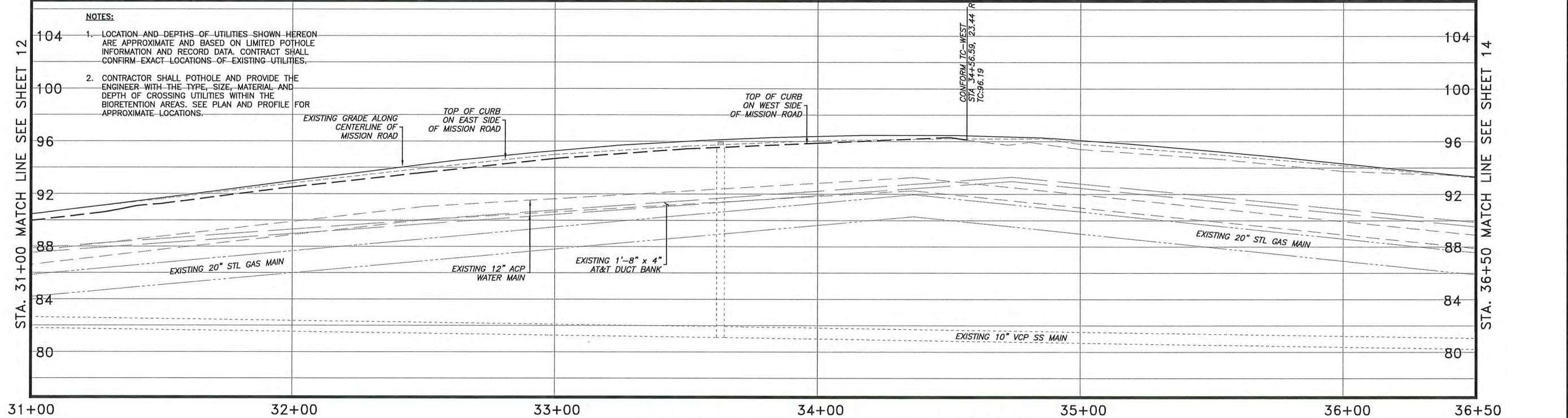
- PVC STORM DRAIN PIPE, SIZE SHOWN ON PLAN
- [Symbol] NEW CATCH BASIN WITH BICYCLE PROOF GRATE (TYPE 24-12X) AND GUTTER DEPRESSION (078A), PER 4/29
- [Symbol] OVERFLOW: 24"x24" PRECAST CONCRETE DROP INLET WITH GRATE PER 1/31, 2/31, 3/31
- [Symbol] DECORATIVE LIGHTING, PER 1/35, 2/35
- [Symbol] SLURRY SEAL
- [Symbol] HMA DRIVEWAY
- [Symbol] CONCRETE

GENERAL NOTES:

- SEE SHEETS L2-L7 FOR IRRIGATION NOTES, PLANS AND DETAILS.
- SEE SHEETS 34-36 FOR LIGHTING PLANS, DETAILS AND PHOTOMETRIC PLANS.

CONSTRUCTION NOTES:

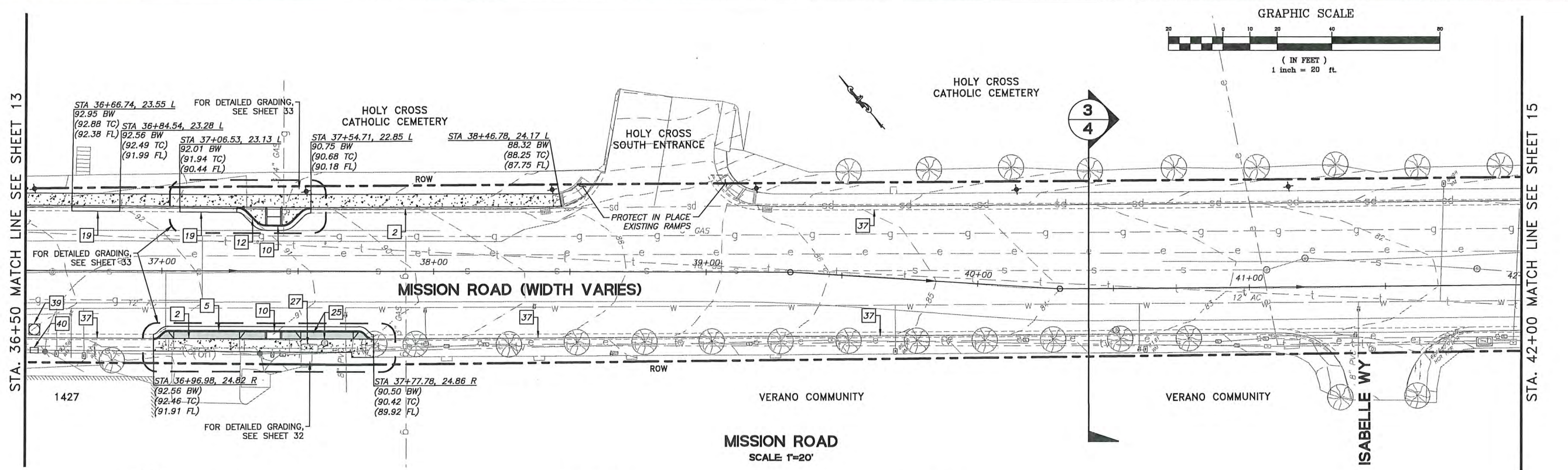
- 2 NEW CONCRETE SIDEWALK; DETAIL 4, SHEET 25
- 5 ASPHALT CONCRETE DRIVEWAY APPROACH; DETAIL 5, SHEET 25
- 18 CURB DRAIN EXTENSION; DETAIL 1, SHEET 29
- 22 REMOVE AND RESTORE EXISTING SURVEY MONUMENT
- 24 ADJUST WATER METER PER CALWATER STANDARDS
- 37 EXISTING CURB, GUTTER AND SIDEWALK TO REMAIN



SCALE: HORIZONTAL 1"=20' ; VERTICAL 1"=4'

NO.	REVISIONS	DATE
DESIGNED: SW/LL	DRAWN: SW/LL	APPROVED: [Signature]
PREPARED BY: CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94404 Phone: (650)522-2500 Fax: (650)522-2599 Employee - Owned		
PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014		
TITLE: IMPROVEMENTS PLAN AND PROFILE, STA. 31+00 TO STA. 36+50 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT		
SHEET 13 OF 43		
DATE: 12/6/19 JOB#: 18.393		
3/18/20 BID SET		

STA. 36+50 MATCH LINE SEE SHEET 13



MISSION ROAD
SCALE 1"=20'

LEGEND:

- PVC STORM DRAIN PIPE, SIZE SHOWN ON PLAN
- NEW CATCH BASIN WITH BICYCLE PROOF GRATE (TYPE 24-12X) AND GUTTER DEPRESSION (D78A), PER
- OVERFLOW: 24"x24" PRECAST CONCRETE DROP INLET WITH GRATE PER
- DECORATIVE LIGHTING, PER
- SLURRY SEAL
- HMA DRIVEWAY
- CONCRETE

GENERAL NOTES:

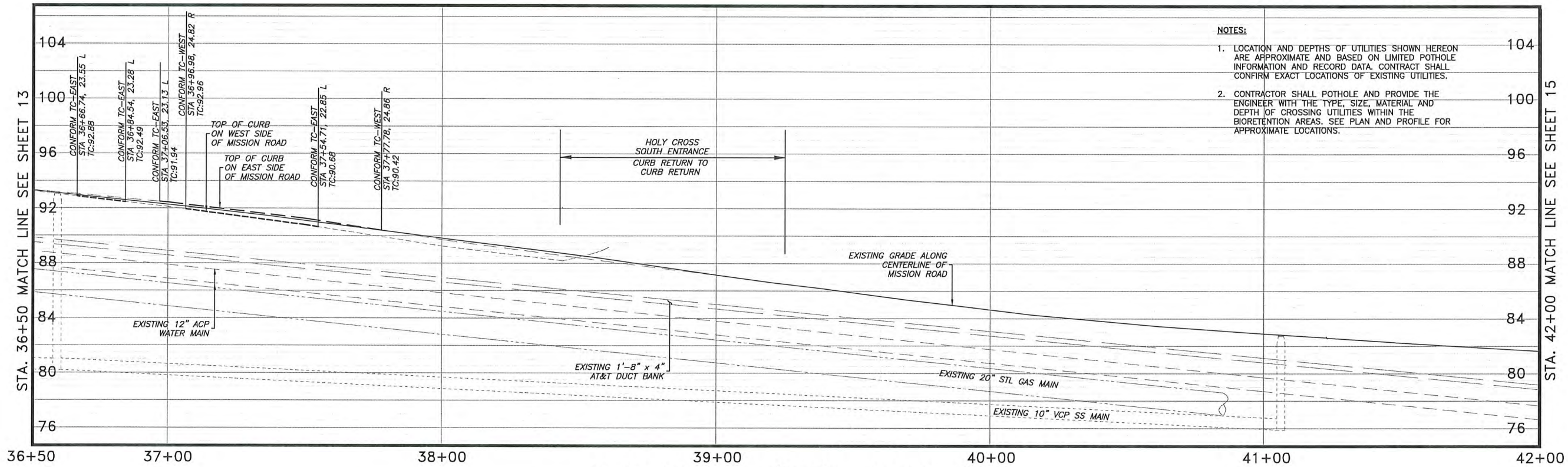
1. SEE SHEETS L2-L7 FOR IRRIGATION NOTES, PLANS AND DETAILS.
2. SEE SHEETS 34-36 FOR LIGHTING PLANS, DETAILS AND PHOTOMETRIC PLANS.

CONSTRUCTION NOTES:

- NEW CONCRETE SIDEWALK; DETAIL 4, SHEET 25
- ASPHALT CONCRETE DRIVEWAY APPROACH; DETAIL 5, SHEET 25
- ADA CURB RAMP, SEE SHEETS 32 & 33
- BULB-OUT; DETAIL 6, SHEET 29
- REPLACE EXISTING DEPRESSED CURB WITH STANDARD CURB & GUTTER
- ADJUST SANITARY SEWER MANHOLE COVER
- ADJUST AT&T VAULT
- EXISTING CURB, GUTTER AND SIDEWALK TO REMAIN
- PROTECT IN PLACE NEW 4'x4' COMMUNICATION MANHOLE
- PROTECT IN PLACE NEW 24"x36" COMMUNICATION VAULT

NOTES:

1. LOCATION AND DEPTHS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND BASED ON LIMITED POTHOLE INFORMATION AND RECORD DATA. CONTRACT SHALL CONFIRM EXACT LOCATIONS OF EXISTING UTILITIES.
2. CONTRACTOR SHALL POTHOLE AND PROVIDE THE ENGINEER WITH THE TYPE, SIZE, MATERIAL AND DEPTH OF CROSSING UTILITIES WITHIN THE BIoretention AREAS. SEE PLAN AND PROFILE FOR APPROXIMATE LOCATIONS.



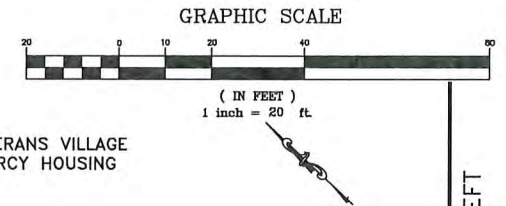
SCALE: HORIZONTAL 1"=20' ; VERTICAL 1"=4'

STA. 36+50 MATCH LINE SEE SHEET 13

STA. 42+00 MATCH LINE SEE SHEET 15

DESIGNED: SH/L	NO.	REVISIONS	DATE
DRAWN: BK/AM			
APPROVED:			
PREPARED BY: CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94404 Phone: (650)522-2500 Fax: (650)522-2599			
PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014			
TITLE: IMPROVEMENTS PLAN AND PROFILE, STA. 36+50 TO STA. 42+00 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT			
SHEET 14 OF 43			
DATE: 12/6/19 JOB#: 18.393			
3/18/20 BID SET			

J:\DESIGN\18.393 - Colma Mission Road Improvement\2020-03-18_BIDSET\09-15_IMPROV_STA.10+00 TO 46+00.dwg@ 03:46:48 PM
 Plotted on: 03/23/20 @ 03:46:10 PM

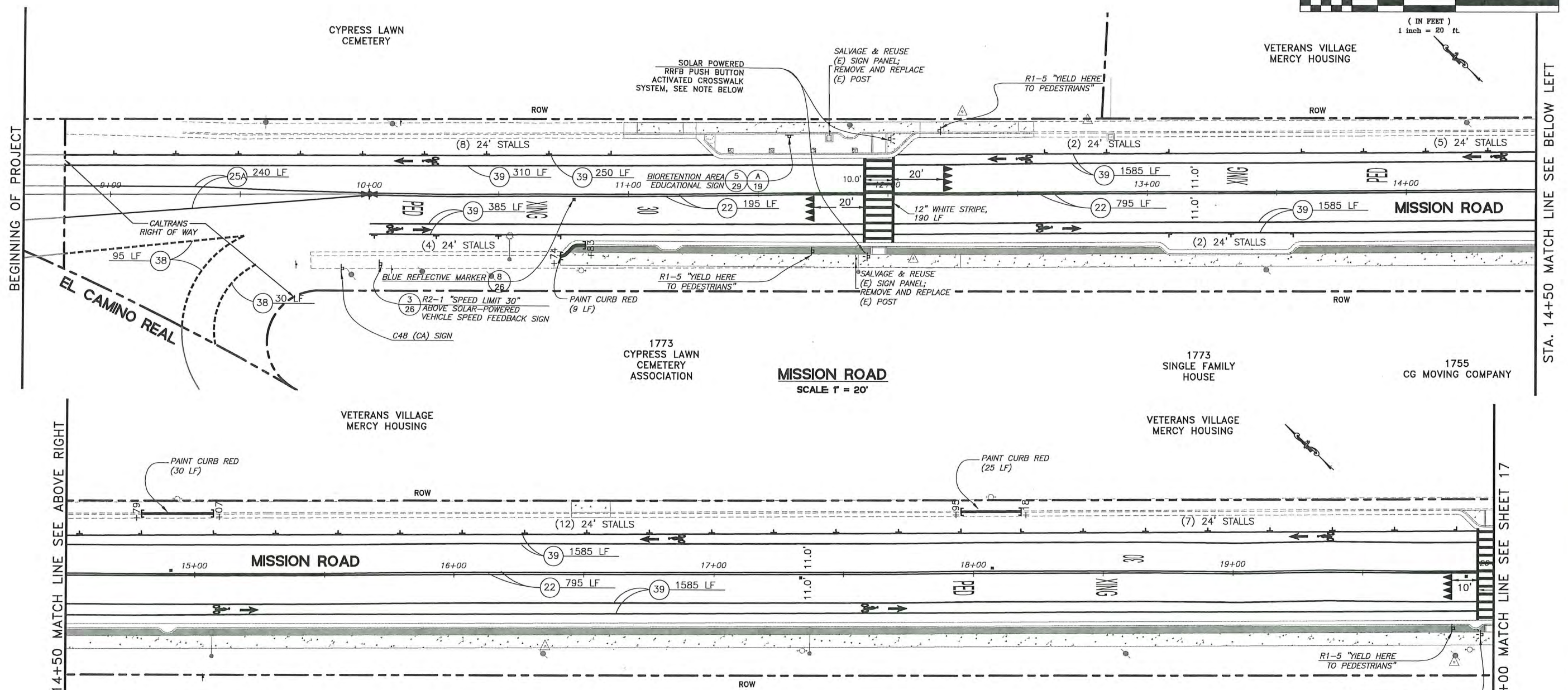


BEGINNING OF PROJECT

STA. 14+50 MATCH LINE SEE BELOW LEFT

STA. 14+50 MATCH LINE SEE ABOVE RIGHT

STA. 20+00 MATCH LINE SEE SHEET 17



LEGEND

	YIELD LINE (7/26)
	STRIPING DETAIL
	BIKE LANE SYMBOL WITH PERSON AND ARROW (1/26)
	CHANGE IN PAVEMENT STRIPING DETAIL
	NEW ROADSIDE SIGN & POST
	PARTIAL STATIONING INDICATE BEGIN & END STRIPING
	PAVEMENT MARKING LEGEND "PED", "XING" (CALTRANS/A24D)
	PAVEMENT MARKING LEGEND "30" (CALTRANS/A24C)
	CALTRANS DETAIL 22
	CALTRANS DETAIL 25A
	CALTRANS DETAIL 38
	CALTRANS DETAIL 39
	CALTRANS DETAIL 39A
	CALTRANS DETAIL 40
	PAINT CURB, COLOR AND LOCATION AS SHOW ON PLAN

	BLUE REFLECTIVE MARKER
	PARKING STALL MARKER
	TYPE I 10'-0" ARROW (CALTRANS/A24A)
	TYPE I 24'-0" ARROW (CALTRANS/A24A)
	TYPE III ARROW (CALTRANS/A24A)
	TYPE IV ARROW (CALTRANS/A24A)
	TYPE VI ARROW (CALTRANS/A24A)
	SHARED ROADWAY BICYCLE MARKING (CALTRANS/A24C)
	PAVEMENT MARKING LEGEND "KEEP", "CLEAR" (CALTRANS/A24E)

- GENERAL SIGNAGE NOTES:**
- ALL SIGNS & MARKINGS SHALL BE PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
 - INSTALLATION OF SIGNS, MARKINGS AND STRIPING SHALL BE PER PROJECT PLANS AND SPECIFICATIONS, HOWEVER, CONTRACTOR SHALL CONFIRM EXACT SIGN LOCATIONS IN THE FIELD WITH ENGINEER PRIOR TO EXCAVATION OF THE FOUNDATION.
 - UNLESS OTHERWISE SHOWN OR NOTED, ALL SIGNING SHOWN ON THESE PLANS SHALL BE NEW SIGNS MOUNTED ON NEW POLES / POSTS AND FOUNDATIONS PER PROJECT DETAILS.
 - FOR SIGN DESCRIPTION, DIMENSIONS AND QUANTITIES SEE SHEET 19.
 - ALL SIGNS (EXISTING AND PROPOSED) WITHIN PROJECT LIMITS SHALL HAVE A MINIMUM CLEARANCE OF 7' TO THE BOTTOM SIGN. NOTIFY ENGINEER IN CASE OF DISCREPANCY.

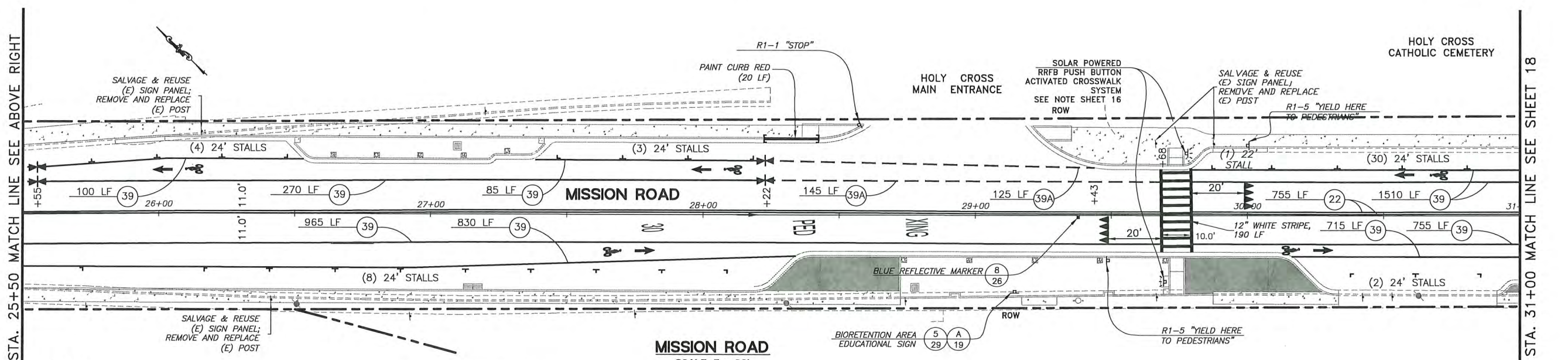
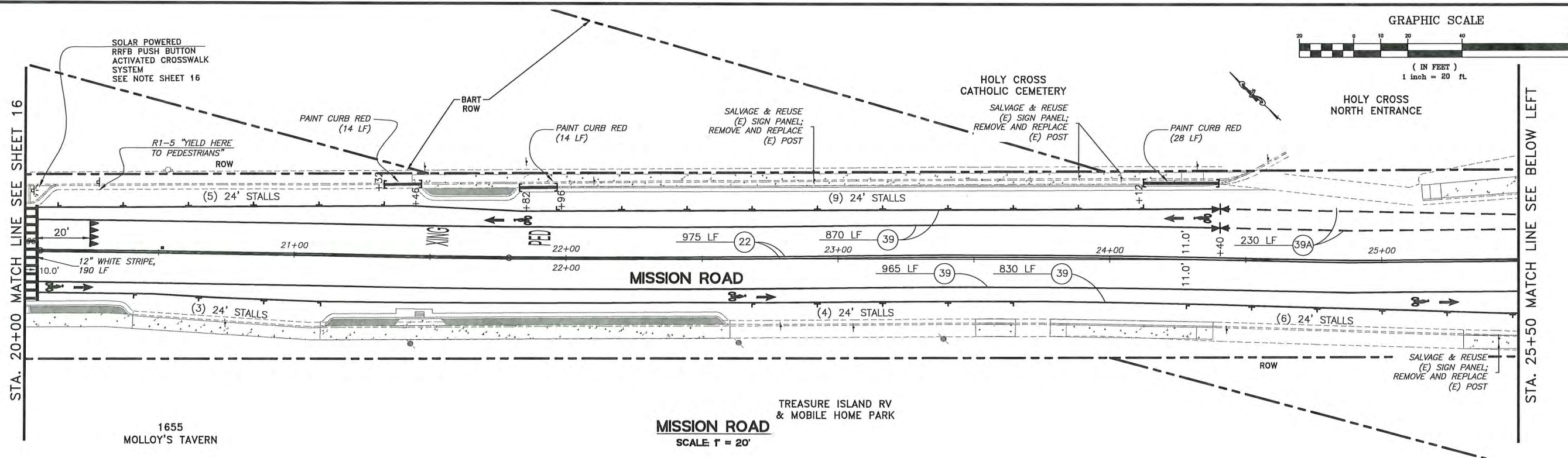
- GENERAL MARKINGS AND STRIPING NOTES:**
- ALL STRIPING SHALL BE PER CALTRANS STANDARD PLANS, LATEST EDITION.
 - ALL STRIPING AND LEGENDS SHALL BE THERMOPLASTIC, EXCEPT STRIPING DETAILS 39, 39A, BIKE LANE MARKINGS AND BIKE LANE ARROWS.
 - TOWN TO APPROVE CAT-TRACKING PRIOR TO PLACEMENT OF PERMANENT STRIPING AND LEGENDS. CONTRACTOR TO ALLOW MINIMUM 1 WEEK REVIEW BY TOWN AFTER PLACEMENT OF CAT-TRACKING.
 - ADD "NO DUMPING-DRAINS TO BAY" STENCIL AT EVERY STORM DRAIN INLETS. SEE SPECIFICATIONS.
 - CROSSWALK STRIPING SHALL BE 10' LONG WHITE THERMOPLASTIC STRIPES, 12" WIDE SEPARATED BY 24" GAPS.
 - FOR SIGNS, STRIPING & PAVEMENT MARKING QUANTITIES SEE SHEET 19.
 - FOR STANDARD "T" PARKING STALL MARKING AND STALL DIMENSIONS, SEE DETAIL 5, SHEET 26.

- RRFB PUSH BUTTON ACTIVATED CROSSWALK SYSTEM NOTE:**
- SYSTEM SHALL CONSIST OF THE FOLLOWING:
- (2) 13" TALL, 4.5" OUTER DIAMETER ALUMINUM POLE WITH FOUNDATION SYSTEM PER (6/26)
 - (4) W11-2 SIGNS (FYG)
 - (2) W16-7P (LEFT) (FYG)
 - (2) W16-7P (RIGHT) (FYG)
 - (4) LED LIGHT BARS
 - SOLAR POWER WITH WIRELESS TRANSMISSION
 - ALL SOFTWARE AND HARDWARE REQUIRED FOR INSTALLATION
 - PUSH BUTTON (2)

- VEHICLE SPEED FEEDBACK SIGN NOTE:**
- SYSTEM SHALL CONSIST OF THE FOLLOWING:
- 18" CHARACTER DISPLAY
 - SOLAR POWER 85 WATT PANEL
 - RADAR RANGE: 1000' AVERAGE
 - FULL MATRIX CAPABLE
 - WHITE SIGN

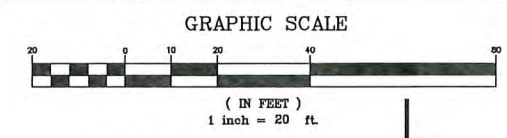
NO.	REVISIONS	DATE
DESIGNED: SW/LL	DRAWN: SW/LL	APPROVED: SW/LL
PREPARED BY: CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94404 Phone: (650)522-2500 Fax: (650)522-2599 		
PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014		
TITLE: SIGNING AND STRIPING PLAN, STA. 8+82 TO STA. 20+00 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT		
SHEET 16 OF 43		
DATE: 12/6/19 JOB#: 18.393		
3/18/20 BID SET		

J:\DESIGN\18.393 - Colma Mission Road Improvement\2020-03-18_BIDS\SET\16-19_SIGNING & STRIPING_STA.10+00 TO 46+00.dwg@ 04:38:48 PM



LEGEND

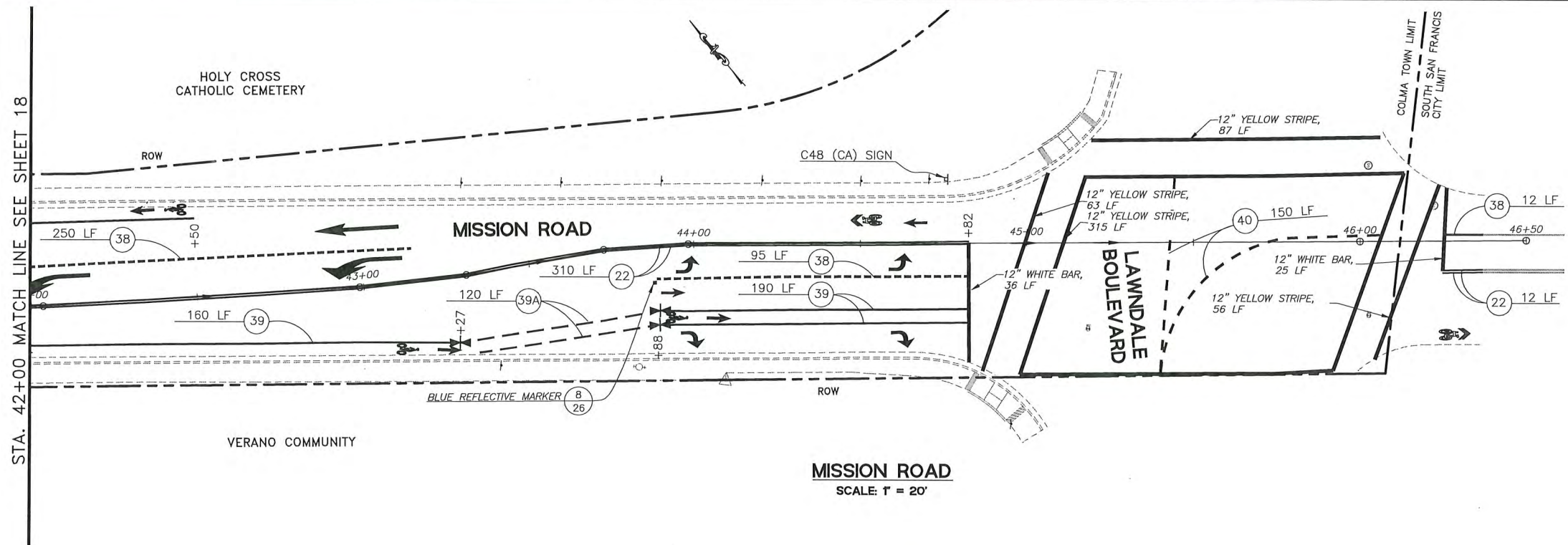
	YIELD LINE (7/26)		BLUE REFLECTIVE MARKER
	STRIPING DETAIL		PARKING STALL MARKER
	BIKE LANE SYMBOL WITH PERSON AND ARROW (1/26)		TYPE I 10'-0" ARROW (CALTRANS/A24A)
	CHANGE IN PAVEMENT STRIPING DETAIL		TYPE I 24'-0" ARROW (CALTRANS/A24A)
	NEW ROADSIDE SIGN & POST		TYPE III ARROW (CALTRANS/A24A)
	PARTIAL STATIONING INDICATE BEGIN & END STRIPING		TYPE IV ARROW (CALTRANS/A24A)
	PAVEMENT MARKING LEGEND "PED", "XING" (CALTRANS/A24D)		TYPE VI ARROW (CALTRANS/A24A)
	PAVEMENT MARKING LEGEND "30" (CALTRANS/A24C)		SHARED ROADWAY BICYCLE MARKING (CALTRANS/A24C)
	CALTRANS DETAIL 22		PAVEMENT MARKING LEGEND "KEEP", "CLEAR" (CALTRANS/A24E)
	CALTRANS DETAIL 25A		
	CALTRANS DETAIL 38		
	CALTRANS DETAIL 39		
	CALTRANS DETAIL 39A		
	CALTRANS DETAIL 40		
	PAINT CURB, COLOR AND LOCATION AS SHOW ON PLAN		



DESIGNED BY: SW/LL	APPROVED: _____
DRAWN: 29/02/19	
CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94404 Phone: (650)522-2500 Fax: (650)522-2599 Employee - Owned	
PREPARED FOR:	TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014
TITLE:	SIGNING AND STRIPING PLAN, STA. 20+00 TO STA. 31+00 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT
SHEET 17	OF 43
DATE: 12/6/19	JOB#: 18.393
3/18/20	BID SET

SEE NOTES SHEET 16

STA. 42+00 MATCH LINE SEE SHEET 18



GRAPHIC SCALE
 (IN FEET)
 1 inch = 20 ft.

LEGEND

- YIELD LINE (7/25)
- STRIPING DETAIL (NO.)
- BIKE LANE SYMBOL WITH PERSON AND ARROW (1/26)
- CHANGE IN PAVEMENT STRIPING DETAIL
- NEW ROADSIDE SIGN & POST
- PARTIAL STATIONING INDICATE BEGIN & END STRIPING
- PAVEMENT MARKING LEGEND "PED", "XING" (CALTRANS/A24D)
- PAVEMENT MARKING LEGEND "30" (CALTRANS/A24C)
- CALTRANS DETAIL 22
- CALTRANS DETAIL 25A
- CALTRANS DETAIL 38
- CALTRANS DETAIL 39
- CALTRANS DETAIL 39A
- CALTRANS DETAIL 40
- PAINT CURB, COLOR AND LOCATION AS SHOW ON PLAN
- BLUE REFLECTIVE MARKER
- PARKING STALL MARKER
- TYPE I 10'-0" ARROW (CALTRANS/A24A)
- TYPE I 24'-0" ARROW (CALTRANS/A24A)
- TYPE III ARROW (CALTRANS/A24A)
- TYPE IV ARROW (CALTRANS/A24A)
- TYPE VI ARROW (CALTRANS/A24A)
- SHARED ROADWAY BICYCLE MARKING (CALTRANS/A24C)
- PAVEMENT MARKING LEGEND "KEEP", "CLEAR" (CALTRANS/A24E)

MISSION ROAD
SCALE: T = 20'

STRIPING QUANTITIES:

DETAIL 22	3,422	LF
DETAIL 25A	240	LF
DETAIL 38	482	LF
DETAIL 39	11,845	LF
DETAIL 39A	910	LF
DETAIL 40	150	LF
12" WHITE CROSSWALK STRIPE AND STOP BAR	931	LF
12" YELLOW CROSSWALK	521	LF
4" WHITE STRIPE	80	LF
4" PARKING STRIPE ("T" & "L")	396	LF
BLUE REFLECTIVE MARKER	11	EA
RED PAINTED CURB	273	LF

SIGN QUANTITIES:

SIGN	DESCRIPTION	DIM.	QUAN.
R1-1	"STOP"	24x30	1
R1-5	"YIELD HERE TO PEDESTRIANS"	30x30	8
R2-1	"SPEED LIMIT 30"	24x30	2
C48 (CA)	"YOUR TAX DOLLARS AT WORK"	48x30	2

SALVAGE AND REUSE EXISTING SIGN PANEL: 17 TOTAL

PAVEMENT MARKINGS:

MARKING	EA	SF	TOTAL SF
YIELD LINE (CALTRANS DETAILS/A24E)	32	3	96
BIKE LANE ARROW (CALTRANS DETAILS/A24A) SYMBOL WITH PERSON (CALTRANS DETAILS/A24C)	31	10.5	326
PAVEMENT MARKING LEGEND "PED" (CALTRANS/A24D)	8	18	144
PAVEMENT MARKING LEGEND "XING" (CALTRANS/A24D)	8	21	168
PAVEMENT MARKING LEGEND "KEEP" (CALTRANS/A24E)	1	24	24
PAVEMENT MARKING LEGEND "CLEAR" (CALTRANS/A24E)	1	27	27
PAVEMENT MARKING LEGEND "30" (CALTRANS/A24C)	6	16.5	99
TYPE I 10'-0" ARROW (CALTRANS DETAILS/A24A)	2	14	28
TYPE I 24'-0" ARROW (CALTRANS DETAILS/A24A)	1	31	31
TYPE III ARROW (CALTRANS DETAILS/A24B)	2	42	84
TYPE IV ARROW (CALTRANS DETAILS/A24A)	4	15	60
TYPE VI ARROW (CALTRANS DETAILS/A24A)	2	42	84
SHARED ROADWAY BICYCLE MARKING (CALTRANS DETAILS/A24C)	1	11.5	11.5

GREEN STREETS BLUE BAY

GREEN STREETS CLEAN POLLUTED WATER BEFORE IT DRAINS TO THE BAY

WHAT ARE GREEN STREETS?

When it rains, stormwater flows off roof tops, sidewalks, and streets picking up motor oils, heavy metals, pesticides, trash and other pollution. This dirty water flows untreated into storm drains, creeks, and ultimately into the San Francisco Bay.

Green Streets collect stormwater in shallow basins filled with carefully selected soils and plants. These features clean the water by breaking down and filtering pollutants, before the water returns to the storm drain system or soaks into the native soils to replenish groundwater.

Beyond cleaning water, Green Streets can also beautify neighborhoods, provide bird and butterfly habitat, reduce localized flooding and create streets that are safe for everyone.



NOTE:
 1. SEE DETAIL 5, SHEET 29 FOR POST AND FOUNDATION DESIGN.

YOUR TAX DOLLARS AT WORK REBUILDING CALIFORNIA

C48 (CA) SIGN



This project has been funded in part by the City/County Association of Governments of San Mateo County in partnership with the Town of Colma. To learn more about Sustainable Stormwater and Safe Routes to School, visit www.cag.ca.gov.

A
BIORETENTION AREA
EDUCATIONAL SIGN PANEL INFORMATION

DESIGNED: SH/LL
 DRAWN: SW/CS/M
 APPROVED: _____

PREPARED BY: **CSG CONSULTANTS**
 550 Pilgrim Drive
 Foster City, CA 94404
 Phone: (650)522-2500
 Fax: (650)522-2599

EMPLOYEE - OWNED

PREPARED FOR: **TOWN OF COLMA**
 1198 EL CAMINO REAL
 COLMA, CA 94014

TITLE: **SIGNING AND STRIPING PLAN, STA. 42+00 TO STA. 46+50 MISSION ROAD BICYCLE & PEDESTRIAN IMPROVEMENTS PROJECT**

SHEET 19 OF 43

DATE: 12/6/19
 JOB#: 18.393

3/18/20
 BID SET

I:\DESIGN\18.393 - Colma Mission Road Improvement\2020-03-18_BIDSET\16-19_SIGNING & STRIPING_STA. 10+00 TO 46+00.dwg@ 04:46:42 PM



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, City Manager
 MEETING DATE: April 8, 2020
 SUBJECT: California Cities Gaming Authority

RECOMMENDATION

This item is a study session for information purposes only. No City Council action is required; however, staff seeks comments, questions, impressions and opinions from Council members and members of the public regarding the California Cities Gaming Authority.

EXECUTIVE SUMMARY

In January of this year, the Town of Colma was invited to join the newly founded California Cities Gaming Authority (CCGA), a joint powers authority which was formed to protect the interests of cities state-wide with licensed card rooms. The CCGA is recruiting approximately seventeen other cities to be a part of the CCGA Joint Powers Authority (JPA). Currently, there are two member cities who make up the JPA (City of Gardena and City of Inglewood).

As you may know the Attorney General and Director of the California Bureau of Gambling Control are threatening to revoke licensed games and possibly enact new regulations on the rotation of the payer-dealer position in cardrooms throughout the state. If both changes are made, they will negatively impact a significant amount of the Town's cardroom revenues.

At the March 11 City Council meeting, the Council conducted a study session on whether to join the CCGA. At the study session the Council heard from staff and CCGA Executive Director Rudy Bermudez. After the discussion and questions and answers the Council requested the following information.

- Bio's and resume's on CCGA staff
- CCGA Budget
- Possible JPA amendment pertaining to the Treasurer.

The purpose of tonight's study session is to review the new materials provided and obtain feedback on the possibility of joining the CCGA.

FISCAL IMPACT

If the City Council directs staff to return with the CCGA JPA for consideration and adoption, the fiscal year cost is \$30,000.

BACKGROUND

Over the last two years Lucky Chances Casino has operated with the threat of change in the player-dealer position and the withdrawal of previously approved Blackjack games. On two separate occasions over the past two years the Mayor of Colma has spoken before the Bureau of Gambling Control at statewide workshops regarding the proposed changes. At each workshop the Mayor informed the Bureau that if the proposed changes are implemented, the Town's revenues would be significantly impacted, and that the Town would not be able to provide vital services to the community and jobs will be lost. Even though several of these workshops have been held all over the state of California, and thousands of cardroom workers and representatives from cities have spoken before the Bureau, there appears to be no changes in the proposed gaming language. This is very concerning for cardrooms and the cities that have cardrooms. The player-dealer position and potential withdrawal of previously approved Blackjack games are the top priority for the CCGA.

The CCGA was formed in November 2019 by the City of Gardena and the City of Inglewood in an effort to give cities one collective voice when cardroom issues arise with the Attorney General or Bureau of Gambling Control. Currently the cardrooms have a collective voice through lobbyists and public affairs groups, however the cities do not. The CCGA is recruiting cities with small to medium size cardrooms (20-80 tables); by working together the cities can be more effective when advocating for proposed changes that impact our cardrooms. Having individual cities of cardrooms represent themselves at meetings and workshops is sometimes difficult, inconsistent, and mixed messaging can sometimes be communicated, often making decision making more difficult for lawmakers.

Joining the CCGA will give the Town a united voice in Sacramento when issues pertaining to the cardroom arise; however, there is no guarantee the CCGA will always be able to convince law makers to side with CCGA member interests.

At the March 11 City Council meeting, the City Council directed staff to bring back more information regarding the CCGA's budget, staff, and willingness to amend addendum relating to the CCGA Treasurer position, allowing all member agencies the ability for the Treasurer to be represented by their agency.

ANALYSIS

The objective of tonight's study session is to review, discuss, and provide input on whether the Town should consider joining the CCGA JPA. Attachments A thru C detail the Councils request for more information so the item can be considered and discussed further.

Attachment A is a copy of the CCGA's Financial Statement through February 29, 2020.

Attachment B are copies of the CCGA's Biographies and Resume's.

Attachment C is the letter inviting the Town to join the CCGA.

Attachment D is the CCGA JPA Agreement for reference.

During the study session a question was asked allowing all member agencies the ability to have the Treasurer position represented in their city. The response to the question is "yes" and the City Attorney along with the CCGA Attorney are working on language for the addendum that would be brought forward at a future City Council meeting if directed.

Also, in recent conversations with the CCGA, Mr. Bermudez has indicated that the Attorney General's office has been continuing to work on proposed gaming changes that would negatively impact the cardrooms and cities, and believes these proposed changes will be coming forward shortly after the covid-19 pandemic.

CCGA JPA Organization

The CCGA is made up of four (4) paid consultants, an executive director, attorney, treasurer and analyst (vacant). The JPA is not a CalPERS agency and there are no employees. The purpose of the CCGA is to protect member cities interests and to monitor the activities of the California Gambling Control Commission, the California Bureau of Gambling Control, and the Department of Public Health Office of Problem Gambling. The CCGA advocates for policies that support and protect the cities interests, revenues, and right to govern and opposes policies that are contrary to those by educating lawmakers.

The CCGA will be able to advocate for the Town along with other cities on not only current issues facing cardrooms but also future challenges such as the introduction of sports wagering. Tribal casinos have introduced sports wagering in the State of California but are advocating to prohibit sports wagering in non-tribal casinos/cardrooms.

The CCGA can represent the Town and its member agencies in stakeholder meetings, meetings with the Attorney General and Director of the Bureau of Gambling Control, draft legal responses (attachment E), as well as testify before commissions and boards in Sacramento advocating for our interests.

CCGA Board and Meetings

The CCGA JPA will meet one time per month in a member city on a rotating basis. Due to the challenges with geography, cities will be able to call in to the meetings. All meetings will be public and are required to be subject to the Brown Act. The Mayor or a member of the City Council will represent the Town on the CCGA Board. Based on the business items and approved programs the CCGA consultants will work with member agency city managers to complete action items from the Board.

Withdrawal from the CCGA

Member agencies may withdraw from the CCGA at any time with a 30-day written notice. However, any withdrawing member shall be obligated to contribute its pro-rata portion of the annual contribution and its pro-rata share of the liabilities of the CCGA for the fiscal year in which the withdraws become effective.

Annual Cost to be a Member

The current cost to join the CCGA JPA is \$30,000 per fiscal year. If more member agencies join the CCGA, the cost could go down. As stated before, there are benefits in joining, most importantly having one collective voice for multiple cardrooms state-wide; however, that does

not guarantee the CCGA will always be able to convince law makers to side with CCGA member interests.

In speaking with representatives from Lucky Chances, they indicated that they would support the Town's participation in the JPA.

Staff is seeking answers to the following questions.

- Should staff bring the addendum adding the Town of Colma to the CCGA JPA at a future City Council meeting?
- Should staff bring back more information, if so, what specifically?
- Would Council like to wait and see how many other cities join the CCGA before staff brings the addendum before City Council?

The Executive Director, Rudy Bermudez of the CCGA will be available via zoom at the April 8 Council meeting so he will be able to answer any questions you may have.

Council Adopted Values

The staff report is consistent with the Council value of *responsibility* by taking comments, input and feedback from the public and staff to review and consider the pros and cons to joining the CCGA JPA.

CONCLUSION

The City Council is encouraged to ask questions about the possibility of the Town joining the CCGA JPA during the study session presentation.

ATTACHMENTS

- A. CCGA Financial Statement through February 29, 2020
- B. CCGA Staff Biographies and Resume's
- C. Letter inviting the Town to join the CCGA
- D. CCGA JPA Agreement

California Cities Gaming Authority JPA Income Statement For the Period of 11/19/2019 Thru 02/29/2020
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	Adopted Budgeted FY 2019-20	Collected Year-to-Date 02/29/20
Revenues:		
Annual Funding 2019-20 - City of Gardena	\$30,000	\$30,000.00
Annual Funding 2019-20 - City of Inglewood	\$30,000	<u>\$30,000.00</u>
Total Revenues	<u>\$60,000</u>	<u>\$60,000.00</u>
Expenses:		
Board of Director's Stipend		\$600.00
Excutive Director		\$28,000.00
Operational Expenses		\$3,174.24
Legal Services		\$14,452.49
Financial Services		<u>\$1,575.00</u>
Total Expenses		<u>\$47,801.73</u>
Net Income Fiscal Year 2019-2020		<u>\$12,198.27</u>

California Cities Gaming Authority Warrant Register For the Month of February 2020
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Payee	Amount	Purpose
Board Members - Stipends	\$150.00	November 13, 2019 Board Meeting
	\$150.00	December 18, 2019 Board Meeting
	\$150.00	January 15, 2020 Board Meeting
	\$150.00	February 19, 2020 Board Meeting
Total	\$600.00	
Rudy Bermudez	\$4,000.00	November 2019 Consulting Services
Rudy Bermudez	\$8,000.00	December 2019 Consulting Services
	\$643.80	December 2019 Reimbursable Expenses
Rudy Bermudez	\$8,000.00	January 2020 Consulting Services
	\$881.65	January 2020 Reimbursable Expenses
Rudy Bermudez	\$8,000.00	February 2020 Consulting Services
	\$1,628.79	February 2020 Reimbursable Expenses
Total	\$31,154.24	
Jimmy Gutierrez	\$4,735.00	November 2019 Legal Services
Jimmy Gutierrez	\$7,317.49	December 2019 Legal Services
Jimmy Gutierrez	\$2,400.00	January 2020 Legal Services
	\$14,452.49	
City of Gardena	\$1,050.00	Financial Services (1/12/2020 Thru 2/7/2020)
City of Gardena	\$525.00	Financial Services (2/9/2020 Thru 2/22/2020)
Total	\$1,575.00	
Chase Bank	\$20.00	New Check Order
Total	\$20.00	
Total Warrant Register	\$47,801.73	

Biography

Rudy Bermudez

For more than 20 years, Rudy Bermúdez has served the people of California by promoting public safety, improving education, and championing the rights of working men and women. A law enforcement officer by profession, Bermúdez was first elected to represent the 56th district in the California State Assembly in November 2002, and re-elected in November 2004.

Mr. Bermúdez served as chair of the Budget Sub-Committee #4 on State Administration and the Committee on Revenue and Taxation. He also served on the Assembly committees on Aging, Business & Professions, Governmental Organization, and Water, Parks, and Wildlife. In his second term in the assembly, Bermudez authored mobility legislation to improve CPA mobility by modifying the California practice privilege system.

Legislative Achievements

Mr. Bermúdez made an immediate impact in the legislature by tackling tough issues and standing up for all Californians. Bermúdez has received 23 leadership awards for his work on a whole range of issues affecting California.

A Commitment to Public Safety

As a father and former law enforcement officer, public safety is an issue of monumental importance to Bermúdez.

In his first term in office Mr. Bermúdez authored and secured passage of legislation (AB 236) that ensured the most egregious sexual predators would never be able to practice medicine in California, keeping residents of the Golden State safe from harm and enabling them to put faith and trust in their doctors. He has also fought hard to increase the distances from which sexual predators are allowed to live from schools.

In the aftermath of the terrorist attacks on September 11, 2001, Bermúdez authored and secured passage of legislation (AB 1153) that outlawed the use of counterfeit firefighter badges and employee identification. This ensures that these items will not fall into the wrong hands and

can never be used to gain unauthorized access to sensitive sites and facilities.

Bermúdez has been awarded many honors for his commitment to public safety and for his support and appreciation of the brave men and women who keep our communities safe. In 2003, his first year in the Assembly, Bermúdez was named Legislator of the Year by the California Police Activities League and was honored with the prestigious "Street Sweeper" award by the California Correctional Peace Officers Association (CCPOA). In 2004, Bermúdez was honored with the California State Fire Fighters Association legislator of the year award. More recently Bermúdez was honored with the 2005 LA County Probation Officers Union Legislative Leadership Award, the 2005 Crime Victims United of California Legislator of the Year Award, and the 2006 State Coalition of Probation Organizations Legislator of the Year Award.

A Commitment to Education

Mr. Bermúdez is the proud author of AB 2407 which has allowed school districts to begin implementation of full-day kindergarten, so that every child in California can receive the education he/she deserves. He has also been a strong supporter of universal preschool and of lowering college tuition fees.

Recognizing his strong commitment to public education and his successes in the legislature, the California State University System and the Faculty Association of the California Community Colleges both named Mr. Bermúdez as their 2003 Legislator of the Year.

A Commitment to Jobs and Economic Growth

Mr. Bermúdez recognizes the need for strong and economically prosperous California that generates an abundance of high paying jobs. The American Electronics Association named Bermúdez their 2004 High Tech Legislator of the Year for his efforts to bring high tech jobs and technology to California. He has also championed and defended the rights of California's small business owners.

For example, in 2003, Bermúdez authored AB 282 to protect the practice of "hair threading" and prevent small cosmetology salons from being unfairly fined for performing this ancient practice.

For his commitment to upgrading our transportation infrastructure to create jobs and ensure the safe, fast, and continual flow of people and goods Bermúdez received the 2003 Legislator of the Year award from the Professional Engineers in California Government. Mr. Bermúdez was named the 2005 Legislator of the Year by the California Attractions and Parks Association for helping to maintain California vibrant tourism industry.

A Commitment to our Community

Mr. Bermúdez has also been very active in issues critical to his district. He continues to fight for increased funding for home-to-school transportation, led efforts to increase business and commerce in the city of Artesia, and fought for the City of Whittier's right to the property formerly occupied by the Nelles School for Boys.

For his hard work on behalf of our community, Bermúdez received the 2004 Federation of Indo-American Associations of Southern California Man of the Year Award.

Dedicated to Public Service

Mr. Bermúdez first entered public service in 1991 when he was elected as a Board member on the Norwalk-La Mirada Board of Education.

As a Board member, Bermúdez fought for additional funding and systemic changes to improve student achievement. He worked to cut wasteful spending and promote fiscal accountability. Because of his efforts, the school district maintained one of the healthiest budgets in Los Angeles County, with a fiscal reserve of over 10%, more than three times the state's required reserve. He and his colleagues achieved this goal while opening three new schools, reducing class sizes, introducing new educational programs, strengthening classroom student achievement, improving security on school campuses, and providing salary increases and benefit enhancements of over 28% to district employees.

The issue of ethics has been Mr. Bermúdez's hallmark as an elected official. He championed a strict anti-nepotism policy, a code of ethics for school board members, and procedures to discipline members who breached the code of ethics.

In 1999, Mr. Bermúdez was elected to the city council of Norwalk, the fifteenth largest city in Los Angeles County. In his election to the city council, he received the most votes of any candidate, including incumbents. As a City Council Member, he worked to attract new business and retain existing ones, promote strong fiscal policies, eliminate the utility user tax and encourage development to strengthen the city's economy. He strengthened law enforcement by enacting community-based policing and helped to enhance senior and youth community services. In 2001, the Norwalk City Employees Association, International Association of Machinist and Aerospace Workers, IAM District 777 honored Mr. Bermúdez with their inaugural "Excellence in Organizing" Award. Later that year, the Los Angeles County Democratic Party named him as their "Franklin D. Roosevelt Democratic Man of the Year."

Mr. Bermúdez served on the Medical Board of California for three years starting in 1999, where he served as Vice President for one year. In addition, he served as Chair of the Division of Medical Quality for two years.

In September 2007, Mr. Bermúdez was appointed the California Board of Accountancy by Assembly Speaker Nunez where he currently serves as Secretary-Treasurer.

Personal

Mr. Bermúdez graduated from the University of California at Los Angeles (UCLA) in 1983, with a bachelor's degree in sociology. He received a master's degree in public administration from California State University at Long Beach, where he also received a graduate certificate in employee/employer relations, human services and personnel.

Mr. Bermúdez and his wife, Nancy, have two sons, Rudy and Nicolas.

RESUME

Name: Steven G. Klotzsche **Home Phone #:** N.A.
Address: 4242 York Blvd. **Cell Phone #:** 323-578-9911
Los Angeles, CA 90065
E-Mail: sklotzsche@sbcglobal.net

RELEVANT EMPLOYMENT HISTORY:

<u>Title</u>	<u>Organization</u>	<u>Time Frame</u>	<u>Salary (Mo)</u>
Interim Director of Finance	Hawaiian Gardens	Various Times	Contract
Director of Administrative Svcs.	City of San Fernando	8/1995 to 7/2003	\$8,291
Director of Finance	City of El Segundo	6/1990 to 8/1995	\$6,956
Director of Finance	City of Bell	9/1984 to 6/1990	\$4,330
Asst. Director of Finance	City of El Monte	1/1980 to 9/1984	\$2,680

CAREER ACCOMPLISHMENTS:

- # Received GFOA & CSMFO Awards for Excellence in Budgeting and C.A.F.R.'s, for Multiple Years.
- # Implemented Computer Network System & Integrated Network with Existing Financial Computer Hardware and Software.
- # Obtained bond financing for Construction of New Municipal Golf Course.
- # Provided the City with Proper Liability Coverage through a J.P.A., and managed entire City's risk management program
- # Upon retirement in 2003 served as an Interim Finance Director/Financial Consultant to a number of Cities such as Westminster, Moorpark, La Palma, Hawthorne, Maywood, Hawaiian Gardens and various other non-profits and/or Joint Powers Authorities.
- # Revised and Implemented a new Business License Taxation Program.
- # Established Various Assessment Districts, and one Redevelopment Agency.
- # Negotiated (Chief Labor Negotiator) Several Long Term Labor Contracts (Police & Miscellaneous).

AREAS OF RESPONSIBILITIES:

- # **Managed all financial activities in a number of full service Cities (Police, Fire, Library, Parks & Rec, Paramedics, Streets) With operating budgets of 40-125 million dollars, with departmental budgets of up to \$3.2 million and a staff of 18 individuals.**
- # **Departmental responsibilities included personnel, management information systems, purchasing, risk management, business license collections, investment program, reprographics, capital & operating budgeting, employee development, labor negotiations.**
- # **Managed financial activities for Redevelopment Agencies & Special Districts.**

EDUCATION:

University of Southern California, Bachelors in Science in Accounting and Business Administration.

California State University-Consortium, Completed majority of all course work in Masters Program for Public Administration.

Extensive Training in Networking and Computer Operations - City of El Segundo, Bell and the City of San Fernando.

PERSONAL:

Awarded Bronze Star and other Commendations while serving as an U.S. Infantryman - Viet Nam.

Earned Scholarship to attend University of Southern California.

Served as Treasurer for several local service organizations.

Member of the Government Finance Officer Association.

Member of the California Society of Municipal Finance Officers.

Board Member & Treasurer of the Independent Cities Risk Mgmt. Association.

Committee Member for various local and governmental agencies.



CALIFORNIA CITIES GAMING AUTHORITY

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / EMAIL: CCGACITIES@GMAIL.COM / PHONE (310) 217-9503

RESUME

JIMMY L. GUTIERREZ

General Counsel, California Cities of Gaming Authority

Length of employment with the firm: From 1982.

Specialization: Municipal Law.

Legal Training: UCLA School of Law, 1973.

Scholastic honors and professional affiliations:

League of California Cities Legal Advocacy Committee; State Bar Public Law Section; Contributor to the Municipal Handbook, League of California Cities; Member of Legislative Advocacy Committee, League of California Cities; Member of National Institute of Municipal Law Officers (NIMLO); Judge Pro Tempore, San Bernardino Superior Courts; Arbitration Panel, San Bernardino Superior Courts.

Date of admittance to California Bar: June 16, 1974. [State Bar Number 59448.]

Years of Practice: 45 years.

Municipal or other local public sector experience:

City Attorney, City of Chino.

City Attorney, City of Coachella.

General Counsel, City of Coachella Redevelopment Agency.

City Attorney, City of El Monte.

General Counsel, City of El Monte Redevelopment Agency.

City Attorney, City of Rialto.

General Counsel, City of Rialto Redevelopment Agency.

City Attorney, City of Upland.

General Counsel, California Cities for Self-Reliance Joint Powers Authority (composed of the Cities of Bell Gardens, Commerce, Compton, Gardena, Hawaiian Gardens and Inglewood).

Special Counsel, City of Baldwin Park.

Special Counsel, City of Inglewood.

Knowledge of, and experience with, California Municipal Law:

Extensive Knowledge of Municipal Law including but not limited to (1) Ballot Measures; (2) Brown Act; (3) Building Licensing & Regulation; (4) California Environmental Quality Act; (5) Code Enforcement; (6) Conflict of Interest; (7) Contract Negotiations and Preparation; (8) Development Agreements; (9) Development Impact Fees; (10) Economic Development; (11) Eminent Domain; (12) Finance, Fees and Taxes; (13) Franchises; (14) Gaming Law; (15) Governmental Liability; (16) Land Use & Zoning; (17) Mobilehome Park Rent Control; (18) Municipal Liability Defense; (19) Ordinance and Resolution Preparation; (20) Personal Conduct Regulation; (21) Personnel and Employment; (22) Public Bidding & Contracting; (23) Public Entity Litigation; (24) Public Records Act; (25) Real Property Acquisition and Disposition; (26) Redevelopment Law; (27) Solid Waste & Recycling; (28) Subdivisions & Housing; (29) Successor Agency Matters; (30) Traffic & Vehicle Regulation; (31) Utility Service; (32) Water Law; etc.

Gaming and Joint Powers Authority.

Gaming Issues. I have addressed the many aspects of gaming unique to California Cities including: Local gaming laws, City ballot measures to authorize gaming, municipal contracts with Indian Tribes pertaining to the siting and operation of Indian casinos; involvement with the U.S. Department of the Interior on the application of the Indian Gaming Regulator Act (IGRA); the authority of cities to license gaming under California Law, the regulatory oversight of the California Gambling Control Commission and the California Bureau of Gambling; monitoring the Office of Federal Acknowledgement pertaining to the effort of indigenous groups seeking recognition as tribes; drafting gaming legislation beneficial to California gaming cities.

Joint Powers Authority. I have dealt with the formation and operation of several joint powers authorities. The most notable of these joint powers authorities are: West End Communications Authority that owned and operated police communication and dispatch centers for the police and fire departments of the Cities of Chino, Ontario and Upland; California Cities for Self-Reliance that advocated on gaming issues for the Cities of Commerce, Bell Gardens, Compton, Gardena, Hawaiian Gardens and Inglewood; Chino Basin Desalter Authority that constructed and operates desalters for the extraction and treatment of ground water and its sale for the Cities of Chino, Chino Hills, Ontario and Jurupa Community Facilities District; and the California Cities Gaming Authority that advocates on gaming issues for the Cities of Gardena and Inglewood

□ **Litigation experience track record.**

I have litigated a diverse range of issues on behalf of cities including:

(1) Successful Damages Lawsuit against Builder of the Chino City Hall and Police Facility. The basements of the new Chino City Hall and Police Facility were flooded by the first rain following their completion. I sued the general contractor and its bonding company. I tried the case and won a damages award sufficient to make the repair the buildings.

(2) Eradication of Slum Apartments. The City of Chino was plagued with the criminal activity and indecent behavior of many residents of a seriously deteriorated 400 unit apartment building. I filed an action against the property owner and the Bank of America to enforce the City's codes. As a result of the pressure of the lawsuit and the systematic inspection of all units in the apartment building, I persuaded the owner to sell the property to a responsible investor. The purchaser removed all of the residents and upgraded the entire property, which eliminated the blight to the area surrounding the building.

(3) CEQA Action to Obtain Mitigation for the City of Chino by a Neighboring Development. A neighboring city attempted to approve a Costco Center with only a transparent attempt to comply with the California Environmental Quality Act (CEQA). I used CEQA against the neighboring city to achieve the following results: (a) the neighboring city required the developers of the Costco Center to provide mitigation measures satisfactory to the City of Chino, (b) the neighboring city dismissed its own lawsuit against the City of Chino for approval of a large retail center in the City of Chino and (c) the neighboring relocated its water line in the City of Chino that prevented the City of Chino from widening an important street.

(4) Avoidance of Airport Noise from Planes Departing ONT. Cargo planes departing from the Ontario International Airport (ONT) were flying at very low altitudes over the City of Chino that inflicted great noise damage on the City's residents. I employed a multitude of strategies, including a CEQA lawsuit against Ontario and LAX, negotiations with the Federal Aviation Administration (FAA) and lobbying Congress. With the CEQA lawsuit, I halted the expansion of two new runways as the FAA would not pay for the runways unless LAX and ONT obtained environmental clearance. The delay in constructing the runways led to an agreement with LAX to divert the cargo planes away from the City of Chino and Congressional legislation that implemented the agreement. Our strategy was based upon our development of specific flight patterns for departing cargo planes that would reduce the areas of aircraft noise on the ground and also increase the number of cargo planes departing ONT.

(5) Groundwater Quality Improvement and Groundwater Rights Advancement. The City of Chino and other producers in the south of the Chino Groundwater Basin were experiencing water quality problems; but the Watermaster governance structure resisted resolution of this issue. Therefore, I formed a coalition of producers and water rights owners that brought a motion under the adjudicated judgment seeking to compel the Watermaster to address the water quality. The judge granted our motion by requiring the Watermaster to develop and implement a plan to remedy the water quality issues. I also participated in the negotiation and drafting of an agreement that improved the City's groundwater rights. At a later time, I filed a motion

against the Watermaster seeking relief from the subsidence of land in the center of the City of Chino that was created by the extraction of groundwater from wells owned by a neighboring city. I achieved a resolution that stopped the subsidence and also provided groundwater to the neighboring city.

(6) A Big Sales Tax Gain for the City of Chino from the Relocation of a Big Box Retailer. A national pharmaceutical company sought to consolidate its southern California holdings in a state-of-the-art industrial building by relocating a portion of its facilities in the City of Chino from the City of Yorba Linda. The City of Yorba Linda sued the City of Chino and the pharmaceutical company for the loss of its sales tax revenue under legislation intended to prevent the pirating of big box retailers. I developed the litigation position that the new legislation had no application to this relocation. It led to the settlement of the lawsuit on favorable terms with small annual payments to the City of Yorba Linda over five years with the payments coming from the sales tax generated by the relocation of the pharmaceutical company. It was a big sales tax win for the City of Chino.

(7) Truesdell v Rialto. I successfully defended the City of Rialto in an action brought by the bankruptcy trustee of the Basin Water Company seeking to recover \$600,000 of alleged unpaid contract charges. I persuaded the bankruptcy trustee to dismiss the action by showing him that he had failed to file a timely Governmental Claim with the City and that the details of the various transactions of Basin Water that showed it had failed to perform its contract with the City.

(8) Successful Defense of Contractors' Claims against Public Works Projects. For the City of Chino, I defended two lawsuits brought by contractors that sought to collect damages for inflated change order claims. I tried one case and prevailed on all issues. In the other, I sued the contractor and SCE for damages to City streets and utilities. It was settled on terms favorable to the City of Chino.

(9) Successful Defense of Multiple Lawsuits against Chino's Rent Control Ordinances. The City of Chino has been sued multiply times by one mobilehome park over a 30 year period. The first one challenged the City Council's refusal to increase rents in order to reimburse the park owner for infrastructure improvements. I lost at the trial court level but prevailed on appeal. To avoid further lawsuits, I drafted a new initiative ordinance for approved by the electorate. The voters approved it and two mobilehome parks sued in state and federal court to reverse the approval of the ordinance. I settled the lawsuits by agreeing to make minor revisions to the ordinance. Next, the mobilehome park owner sued the City several times for the City's application of the rent control ordinance to space rents in that park. I won all of these lawsuits. Recently, the mobilehome park owner sought to convert the mobile home park to a resident owned park in order to avoid the City's rent control ordinance. The City Council declined to approve the conversion. The owner sued and won; but I found a way to impose measures beneficial to the residents of the mobile home park.

(10) Successful Defense of Contamination of Land. The Pomona Redevelopment Agency sued the City of Chino for polluting a former dump site in an area that was the site of a proposed Wal-Mart. My investigation revealed that nothing other than municipal garbage was sent to

the site. Therefore, I refused to settle and I demanded that a former insurance company defend the City. The strategy led to the dismissal of the lawsuit in exchange for a nominal payment made by the insurance company.

(11) Successful Defense of Developer Fee Impositions. Several developers sued the City of Chino over its city wide development impact fees. The developers argued that the fees were not justified under the Fee Mitigation Act. However, I prevailed at trial in both cases.

(12) Successful Defense of Inverse Condemnation Action. A business owner sued the City of Chino claiming his business was damaged due to repairs to the street fronting of his business. I tried the case and won on a directed verdict, because the judge agreed that the street repairs did not deny the public total access to the business.

(13) Management of Legal and Media Relations in Police Shooting Incidents. The City of El Monte was sued by Johnny Cochran for the wrongful death of a man who was shot and killed by the El Monte SWAT team while executing a search warrant for drugs. Johnny Cochran unleashed a media assault against the City of El Monte in the Los Angeles Times and radio stations. The City Council authorized me to counter the media blitz and investigate the shooting. I succeeded in reversing the media publicity through a well planned and executed press conference that refuted all of the damaging claims about the incident by showing the guns and piles of money found in the home, the audio tapes of the interviews of the witnesses who acknowledged that the police officers had announced themselves prior to entering the home and the medical records and photos of the decedent. The case was settled for a reduced sum without fanfare or trial.

Knowledge and practice of law relating to land use and planning, general plans, real estate, environmental issues, hazardous waste and other related law.

Land Use: I have extensive experience and knowledge with the entitlement of development projects and the structure of related economic relations through the use of development agreements.

I have provided legal guidance to the Cities of Chino and Coachella during periods of unprecedented growth, which demonstrates our knowledge and experience with the adoption and approval of general plans, specific plans, zoning ordinances, development agreements, environmental impact reports (EIR), and mitigation monitoring programs. Specifically, I guided two projects in the City of Chino including the drafting of development agreements. Those projects are "The Preserve" by Lewis Operating Companies and "College Park" by SunCal. I also guided the City of Coachella with a large commercial and residential project known as "Shadow View" and many lesser projects.

For the City of Rialto, I oversaw the planning and approval of the Lytle Creek Ranch Project and the development agreement and represented the city in the defense of a CEQA lawsuit over the EIR for that project.

I have taken an active role in the complete revision of the general plans of the City of Chino as City Attorney and the City of Pomona in an advisory capacity. I have written or reviewed

numerous amendments to the general plans of the Cities of Chino, Coachella, El Monte and Rialto. I also have written several ballot measures that amended the General Plan of the City of Chino. I have written amendments to the zoning ordinances of these cities. I have dealt with CEQA throughout my career, because it is a process that is required of every "project" approved by cities. I have used CEQA as a litigation tool to protect the interests of the City of Chino. One was to stop the low altitude flying of cargo aircraft over the City of Chino that created huge noise impacts. Another one was to prevent a neighboring city from approving a project without any mitigation of its impacts to the City of Chino. I also have defended the City of Chino and the City of Rialto against CEQA litigation to stop or change development projects in these cities. In the past two years, I have defended eight CEQA lawsuits against projects approved by the City of Chino.

Real Estate Law: The same is true for real estate law, as real estate is an integral element of a city's operations including the acquisition, ownership and disposition of land. This topic is explained further in the next section under "Property Law."

Hazardous Waste: I instituted and monitored the clean-up of a contaminated industrial site in the City of Coachella. I have defended the City of Chino against a hazardous waste lawsuit brought by the City of Pomona Redevelopment Agency that alleged the City of Chino disposed of hazardous waste in a dump site in Pomona. I also monitored the litigation of the perchlorate contamination of the groundwater for the City of Rialto.

□ **Experience in labor law, property law, water law and environmental law.**

Labor Law: I have represented public entities in the discipline and discharge of employees under its personnel rules and regulations including pre-removal and pre-disciplinary Skelly hearings and post termination and disciplinary hearings and arbitrations. I have had great success in employing preventive and strategic measures to solve employee relations problems at the administrative level in order to eliminate litigating of the disputes.

Property Law: I have counseled our clients on acquisition and disposition for a multitude of public uses ranging from public buildings, police and fire facilities, service yards, water reservoirs, water treatment facilities and parks. I also have drafted or review buy and sell agreements and escrow documents as well as deeds.

As to easements and right-of-way, I have been involved on two levels. One is the acquisition, ownership, use and maintenance of easements and right-of-way. This also involves the defense of actions for injuries or death alleging that these property interests constituted dangerous conditions of public property.

The other is the regulation of the use and liability for the improper uses of these easements and right-of-way. I have addressed this issue by adopting ordinances that require encroachment permits in order to regulate the use of these property interests, construction that affects these interests and the avoidance or responsibility for damage to them by others. I also have imposed duties on users of this interest to protect them as well as adjacent properties and the public in general. Finally, I have required agreements from private and public entities that seek to make

substantial encroachments on the public's easements and right-of-way in order to shift the burden of damage or future losses.

Water Law: I have substantial experience in water law. For the City of Chino, I have participated in the administration of groundwater rights in the Chino Groundwater Basin including the development of an optimum basin management plan, the revision of the allocation of ground water rights to account for the conversion of agricultural lands to urban uses, the relocation of water wells and pumping amounts to avoid subsidence. Now, I am involved with the recalculation of the safe yield and related reallocation of water rights.

For the City of Rialto, I monitored the litigation pertaining to the perchlorate contamination of the Rialto Colton Basin, which resulted in the creation of a \$70 million fund for the cleanup of that water basin. I also was involved in the renegotiation and rewriting of the Baseline Feeder project that imported groundwater from the Bunker Hill basin into the Rialto Colton Basin.

I also have worked on joint projects with the Inland Empire Utility District and the San Bernardino Valley Municipal Water District such as groundwater production, delivery and storage and the production and delivery of recycled water and the transfer of water from adjoining groundwater basins.

Environmental Law: I have applied the California Environmental Quality Act ("CEQA") throughout our careers, because it is a process required for every "project" undertaken by every public entity in California. I teach that compliance with CEQA is fundamental to every "project" undertaken by a public entity and that failure to comply with it can subject a public entity to substantial attorneys' fees and project delays. For this reason, I counsel our clients about the importance of proper notices to the public, performing initial studies, utilizing available exemptions and the development of measures to mitigate project impacts or the use of environmental impact reports.

I have advised our public entity clients on the application of CEQA for the adoption of general plans and the approval of public improvement projects and private development projects. I have counseled the City of Chino and the City of Rialto on several CEQA challenges initiated to stop or change development projects. In the past three years alone, I have defended more than ten CEQA lawsuits.

I also have used CEQA as a tool to protect the interests of the City of Chino. One lawsuit was to stop the low altitude flying of cargo aircraft over the City of Chino that subjected the residents to huge noise impacts. Another lawsuit was to stop a neighboring city from proceeding with a large commercial development project without any mitigation of its impacts to the City of Chino.

Experience in the area of contracts and franchises.

I use the city's contracting power as a mechanism to accomplish important municipal goals. My focus is on protecting and advancing the city's interests.

I start by understanding the City's goals and interests and those of other party. I use my experience and creativity to negotiate and draft contracts that solves the City's problem or achieves an important goal. I have negotiated and drafted many contracts in a large variety of matters such as the employment of executives, consultants and experts; the construction of public facilities; leases of land or buildings; the development of commercial and residential projects; joint projects with other governmental entities such as cities, school districts, water districts, counties and various departments of the State of California. I have negotiated and written franchises with solid waste haulers and cable television companies. I have negotiated and written agreements for the acquisition of water rights. I also negotiated and written agreements between the City of Coachella and the Torres-Martinez, Cabazon and 29 Palms Indian Tribes.

Public Works Contracts: I am very knowledgeable about the methods by which public entities let contracts for public works and the provisions of the Public Contract Code which govern such contracts including the option to proceed under Uniform Cost Accounting Procedure.

I have experience in nearly every aspect of contracting public works. I have written or reviewed proposed public works contracts with contractors including permissible and impermissible contract clauses and the use of additive and deductive bids. I also have prepared or reviewed contracts with architects, engineers and construction managers. I have reviewed and opined on the responsiveness of contractors' bids, bid protests, bidders' requests for relief and compliance with the subletting and subcontracting statute - prior to award and during construction.

I have assisted in the administration of public works contracts including bid security, performance bonds, retentions and escrows, change orders and quick pay claims.

I am very experienced with contractor requests for change orders, claims for extra compensation including delay damages and the provisions of the Green Book. I am particularly knowledgeable about the application of the Governmental Claims Act to contractor claims for extra compensation.

Statutory Requirements: I am aware of the particular laws pertaining to contracting with public entities. The law is well settled that contracts with public entities are governed by statute – both state and local. Therefore, these statutes determine the method of contracting with public entities and the validity of such contracts contrary to many claims made against public entities, the common law applicable to contracts among private parties.

The courts have instructed us that contracts made contrary to such statutes are unenforceable and that private parties who contract with public entities are presumed to know such limitations. In addition, the courts have instructed that common law principles give way to these statutory requirements. In fact, three days ago, the court of appeal for Los Angeles County ruled that a public entity cannot be deemed to have contracted by estoppel, which arose from alleged tortious conduct of the City's mayor. *Gong v. City of Rosemead* (Los Angeles Super. Ct. No. BC487865).

Another circumstance that looms behind any public contracts is the prohibition against making the contract where a public official, with authority to participate in the making of the contract, has an interest in the contract. In such a circumstance, the contract cannot be made and other serious consequences flow to those who violate the statute.

□ **Experience in the preparation and review of ordinances and resolutions.**

I understand that ordinances and resolutions are the essence of the City's authority to make and enforce policies beneficial to its residents and businesses.

I have substantial experience in drafting ordinances and resolutions during my tenure as City Attorney of other cities. Here are some significant ordinances: (i) Administrative Appeals; (ii) Code Enforcement through Administrative Fines; (iii) Commercial Sign Regulation; (iv) Development Impact Fees; (v) Encroachments and Damages to the Public Right of Way; (vi) Mobile Home Rent Control; (vii) Purchasing Procedures; (viii) Real Property Maintenance; (ix) Regulation of Entertainment Businesses; (x) Regulation of Door to Door Solicitation; (xi) Regulation of Mobile Medical Marijuana Dispensaries; (xii) Shopping Cart Containment; (xiii) Towing Company Regulation; (xiv) Subdivision Regulation; and (xv) Zoning.

□ **Experience in the area of the Public Records Act, the Brown Act, and the Elections Code.**

I have worked continually with City Councils, City Managers, Department Heads and City Clerks to assure that the agendas of City Councils and Planning Commissions comply with the Brown Act. I also have determined what city documents must be released and which ones can remain confidential under the Public Records Act.

I have substantial experience in advising cities on all aspects of the requirements of the Ralph M. Brown Act including the preparation and posting of agendas, the subject matter of closed sessions, avoidance of serial meetings and the public's right to speak at meetings of the legislative body.

During most municipal elections, I have provided advice on election issues. I have extensive experience regarding the entire process of writing, qualifying and monitoring ballot measures including the imposition of taxes, the amendment of general plans and the regulation of mobilehome park space rents. I have also prepared majority protest ballots for property related fees under Proposition 218. I have addressed issues pertaining to recall elections.



CALIFORNIA CITIES GAMING AUTHORITY

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / EMAIL: CCGA.CITIES@GMAIL.COM / PHONE (310) 217-8503

January 27, 2020

Brian Dossey, City Manager
City of Colma
1198 El Camino Real
Colma, CA 94014

Dear City Manager Dossey:

I am writing to invite your city, the City of Colma, to join the California Cities Gaming Authority, a joint powers authority.

The California Cities Gaming Authority (CCGA) is chartered as a Joint Powers Authority under California State law, under the authorization granted in California Government Code, Section 6500. The CCGA was formed to protect the interests of the 66 cities state-wide with licensed medium and small card rooms, its residents, local businesses, and their employees.

The CCGA is dedicated to protecting and promoting the interests and economic concerns of its member cities. The employment, development opportunities, and revenue generated by licensed card room in our cities help fund city services such as police and fire services, park maintenance, recreation, senior and youth services, and road repair. The jobs created in our cities by our licensed card rooms provide a stable source of high-quality living wage employment opportunities for our residents.

To protect our member cities, the CCGA monitors the activities of the State Legislature and State Regulatory Agencies, such as the California Gambling Control Commission, the California Bureau of Gambling Control, and the California Department of Public Health Office of Problem Gambling; and it engages in public policy issues. The CCGA advocates for policies that support and protect the cities' interests, revenues, and right to govern and opposes policies that are contrary to those by educating policymakers.

In 2019, our Chair, Executive Director, and General Counsel participated on behalf of cities with card rooms in the following activities:

- Testified at all seven of the California Attorney General's Bureau of Gambling Control workshops regarding regulations on the rotation of the player-dealer position and the withdrawal of Blackjack game approvals.
- Testified at the California Gambling Control Commission workshop on the proposed changes to the advertising regulations for card rooms.

- Testified at the Senate Governmental Organization Committee Informational Hearing on “Gambling in California” in the State Capitol.
- Testified during the Senate Budget Subcommittee #5 and Assembly Budget Subcommittee #5 Hearings on the California Attorney General’s Department of Justice, Bureau of Gambling Control budget.
- Participated as a panel member during the Joint Legislative Oversight Hearing of the Legislative Audit Committee, Senate Governmental Organization Committee and Assembly Governmental Organization Committee on the Bureau of Gambling Control and California Gambling Control Commission: their Licensing Processes are Inefficient and Foster Unequal Treatment of Applicants (Report Number 2018–132) at the State Capitol.
- Met with California Attorney General Xavier Becerra, and a number of times with California Bureau of Gambling Control, Director Stephanie Shimazu.
- Met with Assembly and Senate Legislative leadership and key Committee Members and their staffs, educating them on the issues and the effects on cities and the residents they serve.
- Met with Governor Gavin Newsom’s Tribal Negotiations Advisor Anna Naimark on the tribal impact on cities.
- Participated in numerous Card Room Stakeholder meetings in Sacramento.

With the threat of the California Attorney General and the Director of the California Bureau of Gambling Control to revoke licensed games played in our city’s licensed card rooms, the 2019 legislative year was a challenging one. For a majority of cities throughout the state with licensed card rooms, the withdrawal of game approvals for California Games, like blackjack, would be a devastating financial blow to city revenues, the local community non-profits that are supported by card room donations, and the card room itself. Just the threat of withdrawing game approvals for California Games stifled numerous cities’ plans for economic development surrounding card rooms and it prevented the sale of some card rooms also negatively affecting cities abilities to generate future revenue.

The 2020 legislative year is anticipated to be even more challenging. While the threat of revoking licensed games is still looming, there is an effort by the tribes to enact sports wagering in the State of California. The current tribal sports wagering effort would prohibit cities of any opportunity to generate revenue from sports wagering and bar their licensed card room from participating in sports wagering. These new revenues for our cities could be used to fund the vital city services our residents use and need.

The Director of the Bureau of Gambling Control is also attempting to enact new draconian regulations on the rotation of the player-dealer position. These new regulations would make card games unplayable, forcing patrons to abandon card rooms in our cities. This would ultimately

force card rooms out of business and deprive our cities of critical revenue. Also being raised this year will be an effort to increase local control, our city's individual rights to enact ordinances overseeing the operation of our local licensed card rooms; a policy we must protect and enhance. We must also remain vigilant in monitoring any effort to move internet poker and e-sports forward, as well as monitor any legislation and/or policies that would affect our cities' revenue and jobs derived from gaming in our cities.

The viability of our cities is dependent upon all of our card room cities working together as one. Please consider joining the California Cities Gaming Authority. The CCGA meets monthly and the annual dues are \$30,000 a year. Our Executive Director, Rudy Bermudez, will be contacting you soon.

If I can answer any questions please do not hesitate to contact me at (310) 217-9503 or by email at tcerda@cityofgardena.org or please contact Rudy Bermudez at (562) 305-5556 and by email at rudybermudez@msn.com. Thank you.

Sincerely,



Tasha Cerda
Chair, California Cities Gaming Authority and Mayor of the City of Gardena



JOINT EXERCISE OF POWERS AGREEMENT

creating the

CALIFORNIA CITIES GAMING AUTHORITY

(“CCGA”)

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into on its Effective Date by and among the Cities that approve and execute this Agreement (collectively called the “Parties” or individually called a “Party”).

RECITALS

- A. The Parties to this Agreement all have an interest in the successful and orderly operation of the card casinos or card rooms in their respective cities due to the profound economic and social impacts of the card casinos or card rooms on each Party and its residents.
- B. The Parties all have adopted gaming ordinances by which they authorize, license, regulate and tax card casinos or card rooms within their respective jurisdictions.
- C. The Parties all have an interest in promoting and protecting the operation of card casinos or card rooms in their respective jurisdictions as well as in the gaming industry.
- D. The Parties all have inherent powers to act for the benefit of the health and general welfare of their residents and businesses.
- E. The exercise of these powers can achieve the most beneficial and extensive outcomes for the Parties and their respective residents and businesses through the formation and operation of a joint exercise of powers authority.
- F. Each of the Parties is authorized to contract with each other for the joint exercise of these common powers under Article I, Chapter 5, Division 7, Title I, commencing with Section 6500 of the Government Code of the State of California.

COVENANTS

The Parties agree as follows:

I.

DEFINITIONS

1.1 For the purpose of this Agreement, the following words shall have the following meanings:

- (a) "Agreement" means this joint exercise of powers agreement.
- (b) "Authority" or "California Cities Gaming Authority" or "CCGA" means the joint exercise of powers authority created by this Agreement.
- (c) "Card Casino" or "Card Room" mean those facilities in which card games are authorized to be played by each respective Member in its city and by the California Gambling Control Commission.
- (d) "Effective Date" means the date upon which this Agreement is approved and executed by any two municipalities or local entities. "Effective Date" also means the date upon which this Agreement is approved and executed by any additional municipality or local entity through an Addendum to this Agreement. "Effective Date" further means the date upon which an Amendment to this Agreement is approved and executed by the then Parties to the Authority.
- (e) "Fiscal Year" means July 1 through June 30 or such other period as the Board of Directors shall establish.
- (f) "Gaming" means gambling activities that historically have been authorized by local government; gambling activities which become permitted under state law at, arising from or related to a location where gambling activities have been authorized by local government, or gambling activities that state law permits a license to conduct where the licensee previously has conducted gambling activities under a license issued by a local government.
- (g) "Original Members" means the cities of Gardena and Inglewood.
- (h) "Party" or "Member" mean each entity that becomes a signatory to this Agreement directly or through an Addendum to this Agreement.

1.2 Rules of Construction

- (a) Unless the context clearly requires otherwise:
 - (i) The plural and singular forms include the other;
 - (ii) "Shall," "will," "must," and "agrees" are each mandatory;
 - (iii) "may" is permissive;
 - (iv) "or" is not exclusive;
 - (v) "includes" and "including" are not limiting; and
 - (vi) "between" includes the ends of the identified range.
- (b) The masculine gender shall include the feminine and neuter genders and vice versa.
- (c) Except as specifically provided herein, reference to any law, statute, ordinance, regulation or the like means such law as and when adopted, amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any ordinance, rule or regulation promulgated thereunder.

II.

JOINT POWERS AND PURPOSES

- 2.1 **Powers Related to Gaming.** Each Member has in common the powers to contract, legislate, license, regulate and tax gaming including card casinos or card rooms in its jurisdiction. The purpose of this Agreement is to jointly exercise any or all of these common powers and such additional powers as may be authorized by law, now or in the future, as appropriate, to establish, enhance, preserve and promote gaming in each Member's jurisdiction, and throughout the state, in order to generate economic development, employment, municipal revenues and other benefits that each Member derives or may derive from gaming for itself and its residents.
- 2.2 **Power to Lobby.** Each Member also has the power to lobby the California Legislature and the Congress about legislation that affects or relates to gaming within its jurisdiction and throughout the state and to lobby state and federal

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governmental agencies and regulatory bodies such as the California Gambling Control Commission, the Department of Justice, the Bureau of Gaming Control, the Department of Consumer Affairs and the Bureau of Indian Affairs regarding approvals, licensing, regulations and other activities that affect or relate to gaming within each Member's jurisdiction and throughout the state. Thus, the purpose of this Agreement is to also jointly exercise the power to lobby state and federal governmental entities and officials in order to establish, enhance, preserve and promote gaming in each Member's jurisdiction and throughout the state and to protect gaming from threats and activities inimical to gaming.

2.3 **General Powers.** The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary or desirable to accomplish its purposes, including the following:

- (a) To make and enter into contracts including an Addendum to this Agreement to admit new Members;
- (b) To incur debts, liabilities or other obligations which are not debts, liabilities or obligations of any Member;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain and operate any building, works or improvements;
- (e) To acquire, hold, lease or dispose of property, personal or real;
- (f) To sue or be sued in its own name; and
- (g) To exercise all powers necessary or desirable to carry out the purposes of the Authority as set forth in this Agreement, or in any Addendum or Amendment to this Agreement, or in any ordinance or resolution adopted by the Board of Directors.

2.4 **Compliance with State Law.** The Authority shall comply with the laws of the State of California including the Ralph Brown Act.

2.5 **Board of Directors.** All of the powers of the Authority shall be exercised by a Board of Directors. On an annual basis, at its first meeting of each fiscal year or as otherwise directed by the Board or soon thereafter, the Board shall:

- (a) Organize the Board of Directors;

- (b) Adopt a plan of projects and activities for the ensuing year;
 - (c) Adopt a budget for the CCGA for the ensuing fiscal year; and
 - (d) Establish an annual appropriations limit for the CCGA.
- 2.6 **Officials.** The Authority shall operate through an executive director and a general counsel whom the Board of Directors shall appoint. The Board may contract for such officials.
- 2.7 **Consultants.** The Board may hire consultants as may be necessary or desirable to achieve the purposes of this Agreement including the projects and activities of the Authority.
- 2.8 **Rules.** The Board may adopt, by ordinance or resolution, such rules and regulations for the conduct of its affairs as it deems desirable or necessary.
- 2.9 **Code of Conduct.** The Board shall adopt a code of conduct that shall regulate the conduct of its Directors, Officials, Employees, Consultants and Agents including the grounds for removal of Directors whether Regular or Alternate.

III.

ORGANIZATION

- 3.1 **Creation.** There hereby is created a public entity separate from its Members, which is named the "California Cities Gaming Authority" ("CCGA"). The CCGA is formed by this Agreement pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 commencing with Section 6500, of the Government Code of the State of California. The Authority shall continue in existence unless and until it is dissolved as set forth in Article VIII hereof.
- 3.2 **Membership.** The Members of the Authority shall be the Original Parties to this Agreement and any new Member that executes an Addendum to this Agreement by which the new Member agrees to the provisions of this Agreement and by which the then existing Parties agree to admit the new Member, and which have not withdrawn from the Authority pursuant to the provisions of Article IX hereof.
- 3.3 **Member Names.** The names, type of entity, and addresses of the Members shall be those set forth in this Agreement and in any Addendum or Amendment hereto.

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("CCGA")

- 3.4 **Board of Directors.** The Authority shall be governed by a Board of Directors ("Board") comprised of one member of the Legislative Body of each Member.
- 3.5 **Appointment of Directors.** Within thirty (30) days after the Effective Date of this Agreement as to the Original Members or the Effective Date of an Addendum as to a new Member, each Member shall appoint by resolution of its Legislative Body, one of its members to serve as Director of the Board ("Regular Director") and one of its other members ("Alternate Director") to serve in the absence of the Regular Director. Each Member shall transmit the resolution by which it has appointed a Regular Director and an Alternate Director to the Authority. Each Regular Director shall hold office from the first meeting of the Board after his or her appointment until a qualified successor is appointed. Each Director shall serve at the pleasure of the Legislative Body of the Member making the appointment and any Director may be removed at any time by the same Legislative Body.
- 3.6 **Voting.** Each Member shall vote on each and every agenda item or other matter before the Board. Each Member shall have one vote on each agenda item or other matter before the Board even where a Member's Regular Director and Alternate Director both attend the same meeting. A vote of a majority of the Board shall be necessary to transact the business of the Authority. Where a Director abstains from voting on an agenda item or other matter before the Board, such abstention shall constitute a "yes" vote on the item or matter before the Board to which the Director abstained except when a Director abstains on approving the minutes of a meeting of the Board that the Director did not attend.
- 3.7 **Principal Office.** The principal office of the Authority shall be established by resolution of the Board.
- 3.8 **Meetings.** The Board shall hold one regular meeting each month unless directed otherwise by a resolution of the Board. The Board shall meet at each Member's City Hall and rotate the meeting place among the several City Halls, or at such other places as designated by resolution of the Board. The Board shall adopt an annual schedule of its regular meetings by resolution of the Board. The first regular meeting of the Board shall be held within thirty (30) days from the Effective Date of this Agreement. In addition, special meetings of the Board may be called by the Chairperson or by a majority of the Regular Directors by delivering written notice to each Director in the manner set forth in the Brown Act (Government Code Section 54956). All meetings of the Board may be adjourned to a time and place certain by a majority of the Directors present at the meeting at the time of the order of adjournment.

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- 3.9 **Quorum.** In order to transact business and conduct the affairs of the Board, a quorum of its Members shall be in attendance; and a quorum of its Members means the presence of a majority of the Members.
- 3.10 **Officers.** The Directors of the Board shall appoint the following officers from among its members: Chairperson, Vice Chairperson and Secretary. The Treasurer of the Authority shall be the Treasurer of the City of Gardena, the Treasurer of the City of Inglewood, an officer or employee of the Authority, or a certified public accountant, as determined by the Board, for the term and on the conditions provided herein. The Treasurer shall also serve as the Auditor. The Board shall have the power to appoint such additional officers as it deems necessary or desirable. All checks drawn on the Authority's accounts shall be signed by the Chairperson or the Vice Chairperson, and by the Treasurer.
- 3.11 **Terms.** The Chairperson, Vice Chairperson and Secretary shall hold office for a period of one fiscal year commencing July 1 and ending on June 30; provided that any Director so appointed may continue to hold said Office for successive terms at the discretion of the Board and, provided further, that any such Director shall continue to hold said Office until replaced by another Director. However, the Chairperson, Vice Chairperson and Secretary appointed in the first year of the Authority shall hold office during the fiscal year in which the appointment is made and continue through the subsequent fiscal year ending on June 30.
- 3.12 **Qualifications.** In order to be qualified to serve as a Director and Officer of the Board, a Director shall be a validly-serving member of a Member's legislative body and shall have been appointed as a Director to the Authority by a resolution of a Member's legislative body. A Member's legislative body shall be the sole judge of its Member's qualifications to serve as a Director of the Authority.
- 3.13 **Duties of Officers.** The duties of the Officers of the Authority are described below:
- (a) **Chairperson.** The Chairperson shall have the power to preside over the meetings of the Authority that includes the discretion to change the order of discussion of agenda items or matter before the Board, determine the order and time of debate on agenda items or matters before the Board, call for a vote on agenda items or other matters, and to make any motion. The Chairperson shall sign all contracts, ordinances, resolutions, and orders of the Board, which signature shall be required to validate such official documents and actions of the Authority. The Chairperson shall also perform such duties imposed or required by law and those duties designated by the Board.

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- (b) **Vice Chairperson.** The Vice Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson. However, the Chairperson shall not assume the duty of signing documents for the Authority unless the Chairperson is unavailable for a period longer than seven (7) days.
- (c) **Secretary.** The Secretary shall cause minutes of all Board meetings to be kept and provide copies thereof to all of the Directors once approved within fourteen (14) days following each Board meeting; provided that minutes shall not be taken of any closed session. The Secretary may delegate the duty of preparing such minutes. The Secretary shall also attest to the signature of the Chairperson and Vice Chairperson on all official documents of the Authority. The Secretary shall also perform such other duties as may be assigned by the Board.

3.14 **Treasurer.** The Treasurer shall do all of the following:

- (a) Receive and receipt for all money of the Authority and place it in the treasury so designated to the credit of the Authority by the Board.
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Authority money so held by him or her.
- (c) Pay, when due, out of the money of the Authority held by him or her, all sums payable on outstanding bonds and coupons of the Authority.
- (d) Pay any other sums due from the Authority money, or any portion thereof, only upon warrants of the Treasurer.
- (e) Verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to this Agreement, the amount of money he or she holds for the Authority, the amount of receipts since his or her last report, and the amount paid out since his or her last report. Alternatively, the Board may require the Treasurer to verify and report such information each month.
- (f) Be bonded; and the amount of his or her bond shall be designated and fixed in the budget for each fiscal year pursuant to Government Code Section 6505.1 by the Board.

3.15 **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workman's compensation, and other benefits which apply to the activity of officers,

agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code.

- 3.16 **Government Claims Act.** For purposes of any claim that may be made or any action that may be instituted against any Director, Officer or Official of the Authority, such person shall be considered an "employees" of the Authority pursuant to the Government Claims Act under Division 3.6, Title 1 of Government Code commencing at Section 810.
- 3.17 **Indemnification.** Each and every Director, Officer, Official and employee of the Authority shall be provided a defense pursuant to Part 7, Division 3., Title 1 of the California Government Code commencing with Section 995.

IV.

FINANCING

- 4.1 **Annual Contribution.** The Authority shall be financed by an annual contribution from the Members in an amount that is not less than \$210,000 per fiscal year, which amount shall be used to pay the operating expenses of the Authority. The Board of Directors may increase the amount of the required annual contribution set forth above provided that the annual contribution shall not exceed \$420,000 unless and until the legislative body of each Member authorizes a higher annual contribution. Upon becoming a Party to this Agreement, each Member shall be obligated to pay a pro-rata share of the then established annual contribution provided that no Member shall be obligated to pay more than \$30,000 per fiscal year as its pro-rata portion of the annual contribution unless and until the Authority has seven (7) Members.
- 4.2 **Payment of Annual Contribution.** Each Member shall pay a pro-rata share of the annual contribution to the Authority based on the number of Members to this Agreement. The first annual contribution shall be payable within thirty (30) days following the Effective Date of this Agreement provided that the Board may prorate the amount of the annual contribution based on the number of months remaining in the fiscal year in which the Authority shall have been formed. Thereafter, the annual contribution for each fiscal year shall be payable within thirty (30) days of the commencement of fiscal year or July 1, 2020. Each Member shall be invoiced for its pro-rata portion of the annual contribution no later than June 30 of each year.

- 4.3 **Revenues.** The Authority may also be financed by contributions from card casino or card rooms including any card casino or card room licensed by any Member. The Authority may also be financed from fees or taxes imposed on any card casino or card room licensed by any Member or by the Authority. No card casino or card room may become a party to this Agreement, a Member of the Authority or have a vote on the Board.
- 4.4 **Excess Revenue.** Any excess revenue collected from any Member or other source by the Authority shall be applied to reduce the operating expenses of the Authority in the following fiscal year.
- 4.5 **Budget Reserves.** The Board shall determine on an annual basis, prior to the beginning of the fiscal year, a level of reasonable cash reserves to be accumulated by the Authority. This reserve shall be accumulated from revenues collected in excess of all actual expenses of the Authority.

V.

STRICT ACCOUNTABILITY

- 5.1 **Strict Accountability.** The Treasurer shall provide for the strict accountability of all funds of the Authority and report of all receipts and disbursements. The Treasurer shall maintain full books and accounts for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Treasurer shall comply with the requirement of the strict accountability for joint powers authorities in Article 1, Chapter 5, Division 7, Title 1 of the Government Code.
- 5.2 **Audit.** Pursuant to Government Code Section 6505, the Auditor shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority that shall comply with the minimum requirements prescribed by the Controller for special districts under Government Code Section 26909 and shall conform to generally accepted auditing standards; provided that the Board may, by unanimous vote, replace the annual special audit with an audit covering a two-year period. The cost of said audits shall be borne by the Authority. When such an audit is made, a report thereof shall be filed with each Member of the Authority and the County Auditor within 12 months of the end of the fiscal year or years under examination.
- 5.3 **Custodian of Records.** By resolution, the Board shall appoint a custodian of records who will maintain, store and safeguard the Authority's financial and legal documents and produce them upon the Board's request.

VI.

LIABILITIES OF THE AUTHORITY

- 6.1 **Liabilities.** The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members, including ex officio Members. However, a Member separately may contract for, or otherwise assume responsibility for specific debts, liabilities, or obligations of the Authority, and no other Member then shall be liable, therefore.

VII.

ADDITION AND WITHDRAWAL OF MEMBERS

- 7.1 **Admission of Members.** Additional governmental entities may become Members of the Authority upon such terms and conditions as may be provided by the Board with the consent of two-thirds vote of the Board, and evidenced by the execution of a written Amendment to this Agreement by all Members, including the additional Member. The addition of new Members shall not affect any other rights of existing Members without the consent of all affected Members.
- 7.2 **Voluntary Withdrawal.** Any Member may withdraw from the Authority at any time upon giving each of the other Members written notice thirty (30) days prior to the effective date of its desired withdrawal; provided, however, that any withdrawing Member shall be obligated to contribute its pro-rata portion of the annual contribution and its pro-rata share of the liabilities of the Authority for the fiscal year in which it withdraws becomes effective.
- 7.3 **Expulsion of Members.** A majority of the Directors may expel a Member upon a finding that a Member has failed to pay its annual contribution or that a Member, through its legislative body, has taken a position contrary to a position taken by the Board or a position that is inimical to the interests of the Authority.

VIII.

DISSOLUTION

- 8.1 **Term.** The Authority shall continue in existence unless and until dissolved in accordance with the terms of this Article VIII.

- 8.2 **Dissolution.** The Authority shall not be dissolved until all of the current funds of the Authority are applied to the current debts and liabilities of the Authority. The current funds of the Authority shall not include the annual contribution of any subsequent fiscal year even where the invoices for the pro-rata annual contributions have been submitted to the Members.
- 8.3 **Dissolution Vote.** Subject to Section 8.2 above, the Authority may be dissolved by a majority affirmative vote of the Board.
- 8.4 **Disposition of Property Upon Dissolution.** Upon dissolution of the Authority, any surplus funds on hand shall be returned to the then Members in proportion to the annual contributions made. Upon an affirmative vote to dissolve in accordance with Section 8.3 above, the Board shall offer any asset, rights and interests of the Authority for sale to the Members at not less than Fair Market Value. In the event that two or more Members of the Authority wish to purchase any asset, the Member who offers the highest price shall have the right to purchase the asset. If no such sale is consummated within a reasonable period of time, the Board shall then offer the asset, rights and interests for sale to any other third party for good and adequate consideration which shall not be less than Fair Market Value. The net proceeds from any sale shall be distributed among the then Members in proportion to the contributions made.

IX.

MISCELLANEOUS

- 9.1 **Amendments.** This Agreement maybe amended upon written approval of an Amendment or Addendum by all Members. The approval by a Member of an Amendment or Addendum to this Agreement shall not be effective until a certified copy of the resolution of the legislative body of the Member is filed with the Secretary of the Authority, together with a fully executed original of such Amendment.
- 9.2 **Notice.** Any notice required to be given or delivered hereunder shall be delivered via the United States Postal Service.
- 9.3 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.
- 9.4 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby.

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- 9.5 **Initial Notice.** Within thirty (30) days of the Effective Date of this Agreement, the Authority shall cause a notice of the Agreement to be prepared in the manner set forth in Section 6503.5 of the Government Code and filed with the Office of the Secretary of State.
- 9.6 **Additional Notices.** Within thirty (30) days of the Effective Date of any Amendment or Addendum to this Agreement, the Authority shall prepare and file with the Office of the Secretary of State the notice required by Section 6503.5 of the Government Code.

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set herein.

CITY OF GARDENA

By: Tasha Cerda
Tasha Cerda
Title: Mayor
Date: _____

ATTEST:

By: Mina Semenza
Mina Semenza
Title: City Clerk
Date: _____

APPROVED AS TO FORM:

By: Peter L. Wallin
Peter L. Wallin
Title: City Attorney
Date: 11/6/2019

CITY OF

By: _____
Title: _____
Date: _____

ATTEST:

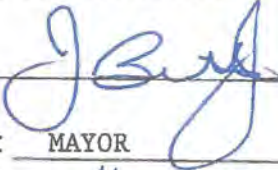
By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:


By: _____
Title: _____
Date: _____

IN WITNESS WHEREOF the Parties do hereby agree to the full performance of the terms set herein.


CITY OF INGLEWOOD

By: 
Title: MAYOR
Date: 11-13-19

ATTEST:

By: 
Title: DEPUTY CITY CLERK
Date: 11/13/19

APPROVED AS TO FORM:

By: 
Title: CITY ATTORNEY
Date: 11/13/19

CITY OF

By: _____
Title: _____
Date: _____

ATTEST:

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Title: _____
Date: _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6422** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **12th day of November, 2019**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS TANAKA, MEDINA AND HENDERSON
 AND MAYOR CERDA

NOES: NONE

ABSENT: MAYOR PRO TEM KASKANIAN

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

