



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

**Wednesday, May 26, 2021
Closed Session - 5:30 PM
Regular Session - 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 this 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: <https://us02web.zoom.us/j/81289976261>
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Meeting ID: 812 8997 6261

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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.

CLOSED SESSION – 6:00PM

1. **In Closed Session under Government Code § 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: City Manager

PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00PM

ADOPTION OF AGENDA

PUBLIC COMMENTS

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

CONSENT CALENDAR

2. Motion to Accept the Minutes from the May 12, 2021 Regular Meeting.
3. Motion to Adopt a Resolution Approving and Authorizing the City Manager to Execute an Agreement with the County of San Mateo for Continued Provision of Animal Control Services for a Five-Year Term Beginning on July 1, 2021.

STUDY SESSION

4. **FY 2021-22 BUDGET**

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

5. **SANITARY SEWER ENTERPRISE FUND**

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 on the Town's website www.colma.ca.gov or at Colma Town Hall, 1198 El Camino Real, Colma, CA. Persons interested in obtaining an agenda via e-mail should call Caitlin Corley, City Clerk at 650-997-8300 or email a request to ccorley@colma.ca.gov.

Reasonable Accommodation

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1. **In Closed Session under Government Code § 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: City Manager

This is a Closed Session item; there is no staff report for this item.



**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Meeting Held Remotely via Zoom.us

Wednesday, May 12, 2021

Closed Session - 6:00 PM

Regular Session - 7:00 PM

CLOSED SESSION – 6:00 PM

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

Agency Negotiator: Austris Rungis, IEDA
Employee Organizations: Colma Peace Officers Association and Colma Communications/Records Association
Unrepresented Employees: All

PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00 PM

Mayor Diana Colvin called the meeting to order at 7:00 p.m.

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

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

The Mayor announced, “Welcome to another of our completely remote Council Meeting. A few notes about tonight’s meeting: We are accepting public comments through email— please email ccorley@colma.ca.gov to submit a public comment. You can also use the chat function to chat directly to our city clerk and she will be able to let us know that you would like to make a comment when your item comes up in the agenda. Thank you.”

REPORT FROM CLOSED SESSION

Mayor Colvin announced, “Direction was given to staff at the end of the closed session this evening.”

ADOPTION OF THE AGENDA

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

Action: Vice Mayor Fisicaro moved to adopt the agenda; 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	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
	5	0			

PRESENTATION

- Maureen O'Connor of the Colma Citizens Scholarship Committee presented the Scholarship winners:
 - Mei Luu
 - Hannah Balton
 - Tatiana Pulido Gomez
 - Brendan Walsh
 - Miguel Roque
 - Aiden Galli
 - Kathleen Garrett
 - Ashley Chung
 - Sean Goodwin
 - Gabriel Pacis
 - Aidan Figlietti
 - Courtney Lane-Holman
- Jessica Epstein and Jonathan Stekete of SamTrans gave a presentation on their "Reimagine SamTrans" program. The following people asked questions or made comments during this presentation: a zoom user identified as Rainbows, residents Louis Gotelli and Liz Taylor, and Stephanie Morgan of Mercy Housing.
- Mayor Colvin presented a proclamation in honor of Mental Health Month. Commissioner Kristina Bell of the Mental Health and Substance Abuse Recovery Commission accepted the proclamation. Colma Resident and Mental Health advocate Yoshie Hill and Citizen Susan Kokores made comments in support of the proclamation.
- Vice Mayor Helen Fiscaro presented a proclamation in honor of National Public Works Week. Public Works Maintenance Supervisor Louis Gotelli accepted the proclamation on behalf of the Public Works department.
- Mayor Colvin presented a proclamation in honor of Communities United Day and announced that Colma would be sending a group of representatives to take part in the Community United Day Rally on May 15, 2021.

PUBLIC COMMENTS

Mayor Colvin opened the public comment period at 8:22 p.m. and seeing no one request to make a comment, she closed the public comment period.

CONSENT CALENDAR

2. Motion to Accept the Minutes from the April 28, 2021 Regular Meeting.
3. Motion to Approve Report of Checks Paid for April 2021.
4. Motion to Adopt an Ordinance Amending Colma Municipal Code Subchapter 1.14 to Provide for Filing of Electronic Claims (second reading).
5. Motion to Adopt an Ordinance Amending Sections 3.04.160 and 3.04.170 of Subchapter 3.04 of the Colma Municipal Code Authorizing the Town to Adopt Future New or Increased Rates for Sewer Service Fees by Resolution (second reading).
6. Motion to Adopt a Resolution Establishing the Authorized Subsidy at \$31,643 for the Water Conservation Incentive Program in Fiscal Year 2021-22.

Action: Council Member Goodwin moved to approve the consent calendar items #2 through 6; the motion was seconded by Council Member Gonzalez and carried by the following vote:

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

PUBLIC HEARING

7. HOLY CROSS CELL TOWER – 1500 MISSION ROAD

Associate Planner Jonathan Kwan presented the staff report. Mayor Colvin opened the public comment hearing at 8:39 p.m. Applicant Carl Jones and resident Liz Taylor made comments. The Mayor closed the public hearing at 8:42 p.m. Council discussion followed.

Action: Vice Mayor Helen Fiscaro moved to Adopt a Resolution Approving a Conditional Use Permit to Install a New Stealth AT&T Wireless Communications Facility Within a Maintenance Area at the Holy Cross Cemetery at 1500 Mission Road Pursuant to CEQA Guideline 15303, Class 3; the motion was seconded by Council Member Goodwin and carried by the following vote:

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

STUDY SESSION

8. FY 2021-2022 CAPITAL IMPROVEMENT BUDGET

City Manager Brian Dossy and Administrative Services Director Pak Lin presented the staff report. Mayor Colvin opened the public comment period at 9:08 p.m. and seeing no one come forward, the Mayor closed the public comment period. Council discussion followed.

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

COUNCIL CALENDARING

The next Regular Meeting will be on Wednesday, May 26, 2021 at 7:00 p.m. and it will be held remotely.

REPORTS

City Manager Brian Dossy gave an update on the following topics:

- San Mateo County has moved into the Yellow Tier of the State's Reopening Plan, allowing for more opportunities for businesses to get closer to full service.
- The slurry seal on Mission Road is taking place this week and the project is very close to completion.
- Staff is working on a Reopening Plan for Town Hall and other facilities, as well as a plan for the eventual return to in person Council Meetings.
- There will be a Closed Session on May 26 at 5:30 p.m. regarding the City Manager's Annual Evaluation.

ADJOURNMENT

Mayor Colvin adjourned the meeting at 9:28 p.m.

Respectfully submitted,

Caitlin Corley
City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, City Manager
 Christopher Diaz, City Attorney
 MEETING DATE: May 26, 2021
 SUBJECT: Animal Control Joint Powers Agreement

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR CONTINUED PROVISION OF ANIMAL CONTROL SERVICES FOR A FIVE-YEAR TERM BEGINNING ON JULY 1, 2021

EXECUTIVE SUMMARY

The Animal Care and Control Agreement with San Mateo County is set to expire on June 30, 2021. The Town of Colma along with twenty other cities in San Mateo County has been a partner with the County for Animal Care and Control Services for decades. Recently, San Mateo County along with the input of the San Mateo City/County Managers Association (SMCCMA) prepared an RFP for Animal Care and Control Services. Through the RFP process San Mateo County along with representatives from the SMCCMA has selected Peninsula Humane Society & SPCA (PHS) to provide the services.

Staff recommends the City Council adopt a resolution approving and authorizing the City Manager to execute the agreement with the County for continued animal control services for a five-year term beginning on July 1, 2021.

FISCAL IMPACT

Costs for the County animal services agreement are already included in the Police Department's annual operating budget. The Town's estimated cost for FY 2021-22 is between \$34,000-\$35,000 and is included in the proposed budget for FY 2021-22. There may also be small costs associated with staff time to implement the requirements of the Agreement. The Agreement requires that the Town's fee schedule and ordinances relating to animal control be consistent with the County for the five-year term.

BACKGROUND

Animal Control has been one of the longest running regional/shared services in San Mateo County. Since 1952, the County has contracted with the Peninsula Humane Society & SPCA (PHS) for animal control field and sheltering service. All 20 cities in the County have in turn contracted with the County for these services. Historically, cities have taken advantage of the economies of pooling resources in order to realize lower costs for services than each city could likely achieve by providing its own services.

Animal Control services are provided by PHS in a 45,000 square foot building owned by the County at 12 Airport Boulevard in San Mateo.

The mandated animal control service functions occur at the County Shelter at Airport Boulevard. Those functions include: receiving and housing stray animals; serving as the location for the public when looking for lost pets or surrendering animals; sheltering animals; spay/neuter clinic; and, vaccination clinic. For public convenience, licensing, micro-chipping, veterinary care and animal behavior work and field services staff are at this location and respond to calls for service in our community.

On January 5, 2021 a request for proposals was released to 71 organizations for an Animal Care, Control and Shelter Services Contractor serving San Mateo County. Two contractors submitted a proposal on February 18, 2021 (Peninsula Humane Society & SPCA and Partners in Animal Care & Compassion/Pets in Need).

On March 4, 2021 the proposals were evaluated by a review committee comprised of nine reviewers including a Deputy County Manager, a San Mateo County Fiscal Officer, five reviewers from various San Mateo Cities, and subject matter experts from Los Angeles and San Bernardino. The evaluation determined that both proposals were acceptable, however, Peninsula Humane Society & SPCA (PHS) scored higher overall.

Contract negotiations with PHS started March 24th. The negotiating team included the County Manager, County Counsel, the County Animal Control Manager, and six City representatives. Negotiations were amicably concluded on April 3, 2021 with the following agreements in the Analysis below:

ANALYSIS

The current Animal Control agreement between the County and PHS is set to expire on June 30, 2021. Animal Control services provided by PHS include the following, which would continue through June 30, 2026 under the proposed contract:

- Rescue animals
- Assist public safety
- Capture at-large stray animals
- Investigate animal bites and attacks
- Remove dead animals from public property
- Remove dead or living wildlife from private property if such wildlife has direct contact with humans and/or animals that involves a bite or attack

- Enforcement of leash laws and local ordinances
- Euthanize severely injured deer in the field
- Pick up animals that are injured or confined at schools
- Respond to calls for animals in traffic
- Aggressive dogs at large or an aggressive dog that could cause harm to a human or animal
- Injury or sick domestic animal or wildlife
- Dangerous animal permit violations
- Dog or cats in traps
- Owned animal for relinquishment
- Stray patrol requests
- Provide shelter services, Veterinarian care, including the impounding, receiving of stray animals, sheltering, redemption of animals, treatment to include vaccinations, flea treatment, deworming
- Provide treatment services to injured animals
- Provide animal enrichment while at the shelter
- Provide owner requested euthanasia to our residents
- Provide in-person customer service at the County shelter that is open from 11 am- 7 pm seven days a week, enable residents to obtain animal licenses and/ look for a lost pet
- Provide our residents to visit their website to look for lost animals or find information about services that they provide
- Hold monthly vaccine clinics for the residents of the County

Oversight of Animal Control Services in San Mateo County:

The animal control contract before the City Council tonight was developed in concept and reviewed by a working group of County managers, City Managers' and other interested city participants (for example some Police Departments' personnel). The SMCCMA has also established a standing committee to do an in-depth review of the contracts, performance audits, cost sharing formulas, and strategic direction for provision of countywide animal control services. The SMCCMA committee was directly involved with the County during contract negotiations and had a seat at the table with PHS and the County hammering out the final outcome.

The County, with the support, review, and advice of the SMCCMA, other interested city participants, and subject matter experts, negotiated a new five-year agreement with PHS. Work on the RFP, and new agreement and contract negotiations began in earnest in 2019 and concluded in 2021.

Provisions of the Contract:

In collaboration with PHS, the Cities/County negotiating team was able to reduce the proposed budget submitted by PHS by \$1.6 million dollars over 5 years with an increase in services to the residents of the County from the original RFP proposal. Compared to the current contract cost, the five-year contract represents a reduction of \$577,915 in contract costs over 5 years, again with additional service included.

One of the major structural changes to the contract is the invoicing based on actual expenditures as opposed to a percent of the contracted budget. This will mean that the County and Cities won't receive a refund check after the annual audit for savings, but also that PHS won't be incentivized to keep 50% of the savings as part of the past contract terms. Instead, the new contract includes an incentive for PHS if they meet the enhanced performance measures set forth in the contract. There will be no extra cost to the City because this incentive will be covered by the savings in the negotiated price. What this means for the City is there will be no increase to the contract costs until year four with a 2.4% increase from the present year, and year five with a 5.1% increase (Or 2.7% year over year from year 4) from the current fiscal term.

The Cities will continue to pay the County for administering the agreement, with the first payment to be \$790,835 for FY 2021-22, including the contract for an annual audit and for PetData to continue to provide the Chameleon database/reporting and then subsequent payments increasing between 1% and 3% annually over the term to \$846,894 the final year. These amounts are estimates and the Cities will only be billed for actual charges. Below is a table of the five-year budget.

Funding Term: July 1, 2021 – June 30, 2025

	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget	Grand
Budget Category	Total	Total	Total	Total	Total	Total
Personnel	\$3,432,241.20	\$3,529,662.03	\$3,635,551.89	\$3,744,618.44	\$3,856,957.00	\$18,199,030.55
Fringe	\$1,120,626.75	\$1,152,434.65	\$1,187,007.69	\$1,222,617.92	\$1,259,296.46	\$5,941,983.48
Operating Expenses	\$1,139,500.00	\$1,162,290.00	\$1,185,535.80	\$1,209,246.52	\$1,233,431.45	\$5,930,003.76
Equipment	\$78,200.00	\$79,764.00	\$81,359.28	\$82,986.47	\$90,058.36	\$412,368.10
Subcontracts	\$387,080.00	\$373,221.60	\$379,486.03	\$385,875.75	\$392,393.27	\$1,918,056.65
Other Costs	\$31,643.00	\$30,108.00	\$30,514.98	\$28,678.90	\$26,602.48	\$147,547.36
Total Expenditures	\$6,189,290.95	\$6,327,480.28	\$6,499,455.67	\$6,674,024.00	\$6,858,739.01	\$32,548,989.91

Below is an outline of some of the increased contract services:

- Provides the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.
- All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and

participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and participating City representatives.

- Ensure that the rabies specimens are transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).
- Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.
- Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
- Increased reporting to the County & Cities, to include fiscal reporting.
- Annual fiscal or performance audit.
- Moving from 4 performance measures to 36 ways to evaluate the performance of PHS.
- The addition of four animal control officers.

Additions or changes to Field service officers' responses:

Priority 1: Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:

- A Public Safety agency request for immediate assistance within one hour
- When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.
- Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved. Prior to this Contract PHS would not respond to Mountain Lion calls.

Priority 2: Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

- Dog or cat in trap. Current contract PHS responds within 24 hours, new contract will be four hours.
- Animal in custody (stray confined). Current contract PHS responds within 24 hours, new contract will be four hours.
- Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays). Current contract PHS responds within 24 hours, new contract will be four hours.

Priority 3: Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

- Dead animal pick-up. Current contract response time is 24 hours, new contract will be 18 hours.
- Animal bite quarantines. Current contract response time is 24, hours new contract will be 18 hours.

Priority 4: If there are no calls pending in the other priority categories:

- Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor’s vehicle and will maintain a patrol of no farther than 500 yards from the vehicle. This is not in the current contract and will be added to the new contract.

Town’s cost and percentage share

The Town of Colma’s share of the total contract in FY 21-22 is estimated at 0.53% (or approximately \$34,000 - \$35,000), with the Town’s percentage share (and the share for all cities) being revisited annually. The final costs associated with the contract will not be finalized until all parties adopt the agreement and the final bill is issued in December 2021. The Town’s costs are estimated to be lower than previous years by approximately \$1,000 annually. See below for cost share per city by percentage.

City	Distribution Percentage
Atherton	1.04%
Belmont	2.89%
Brisbane	0.70%
Burlingame	3.84%
Colma	0.53%
Daly City	10.06%
East Palo Alto	8.01%
Foster City	3.17%
Half Moon Bay	2.03%
Hillsborough	1.72%
Menlo Park	4.72%
Millbrae	2.18%
Pacifica	5.24%
Portola Valley	0.47%
Redwood City	12.97%
San Bruno	5.71%
San Carlos	2.97%
San Mateo	13.95%

S. San Francisco	10.09%
Woodside	1.18%
County	6.57%
Total	100.00%

The number of service calls and sheltering animals generated by each city is tracked, and the average of the last three years' data is used to set the upcoming year's costs for member cities and for the County. Each city's (and unincorporated County) three-year average usage data is weighted 41% for field services and 59% for shelter services, with a credit for revenues (more about this below).

There are cost incentives built into the agreement. There will be an additional amount of \$100,000 annually included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:

- Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
- Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
- Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.). Contractor will provide a summary report on how the incentive money was spent.

Cost Allocation to Cities and Unincorporated County

As mentioned above, annual costs are divided up in two ways. The first is to divide costs using a three-year average of usage, weighted 41% on field services and 59% on shelter usage. This weighting was selected by the negotiating team as it is representative of how PHS's costs are actually divided.

The second factor in dividing costs is how to factor in offsetting revenues from animal licensing and collected fees. The contract gives each city credit for the animal licensing and collected fees revenue attributable to that particular city as a direct offset of its own share of costs. That change gives cities a mechanism to lower their costs by allowing them to do additional outreach to their residents to license and vaccinate their animals.

Performance Audit

The agreement provides for an annual performance or fiscal audit if the Cities and County agree there is a need to assess whether PHS is achieving efficiency and effectiveness in performance of the services provided and provides a copy of the performance audit to the cities. The parameters of the audit and cost will be determined by a subgroup of all parties through a County administered RFP process. That RFP and the review process will be coordinated with interested city participants, such as through the SMCCMA.

ENVIRONMENTAL

The City Council's approval of the agreement is not an activity that has the potential to cause a significant impact on the environment. The action is therefore covered by the common sense exemption under the California Environmental Quality Act (CEQA) Guideline 15061(b)(3) here it can be seen with certainty that there is no possibility that the Council's action to approve the agreement with the County would have a significant effect on the environment. The Council's action is therefore exempt under CEQA.

Reasons for the Recommended Action

Staff recommends the City Council adopt the resolution approving and authorizing the City Manager to execute the agreement. The costs for the Town to provide these services alone would be very expensive. By approving the attached agreement, the Town will benefit from the economy of pooling resources with other cities.

Values

Approving the attached agreement is the *responsible* action, saving the Town valuable resources.

Alternatives

The City Council may elect to not approve the recommended action; however, staff would have to seek other alternatives to provide Animal Care Services which likely will be more costly.

CONCLUSION

Staff recommends adopting the resolution approving the new Animal Care and Control Agreement.

ATTACHMENTS

- A. Resolution
- B. Animal Control Agreement Between San Mateo County and Cities 2021-2026

RESOLUTION NO. 2021-___
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR
CONTINUED PROVISION OF ANIMAL CONTROL SERVICES FOR A FIVE
YEAR TERM BEGINNING ON JULY 1, 2021**

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

1. Background.

(a) The Town has historically contracted with the County of San Mateo for the County to facilitate animal care and control.

(b) In 2003, San Mateo County and the Town of Colma entered into an agreement for the County to provide animal control services to the Town through the Peninsula Humane Society and SPCA.

(c) Further, in 2015, the Town entered into a new agreement with the County of San Mateo for animal control services with the current agreement set to expire on June 30, 2021.

(d) On January 5, 2021 a request for proposals was released to 71 organizations for an Animal Care, Control and Shelter Services Contractor serving San Mateo County. Two contractors submitted a proposal on February 18, 2021 (Peninsula Humane Society & SPCA and Partners in Animal Care & Compassion/Pets in Need).

(e) On March 4, 2021 the proposals were evaluated by a review committee comprised of nine reviewers including a Deputy County Manager, a San Mateo County Fiscal Officer, five reviewers from various San Mateo Cities, and subject matter experts from Los Angeles and San Bernardino. The evaluation determined that both proposals were acceptable, however, Peninsula Humane Society & SPCA (PHS) scored higher overall.

(f) Contract negotiations with PHS started March 24th. The negotiating team included the County Manager, County Counsel, the County Animal Control Manager, and six City representatives. Negotiations were amicably concluded on April 3, 2021

(g) The Town and the County, in conjunction with other cities in the County, now seek to enter into a new agreement for animal care and control.

(h) The agreement is not subject to competitive bidding under the Town's Purchasing Ordinance and the Town can enter into the contract with the County directly as a contract for services provided by a government agency under Municipal Code Section 1.06.180(c).

2. Order.

(a) The agreement between the Town of Colma, the County of San Mateo, and other cities in the County, attached hereto as Exhibit "A", and which is on file with the City Clerk, is hereby approved by the City Council of the Town of Colma.

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

Certification of Adoption

I certify that the foregoing Resolution No. 2021-__ was duly adopted at a regular meeting of said City Council held on May 26, 2021 by the following vote:

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

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME,
COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY,
HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA
VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO,
SOUTH SAN FRANCISCO, AND WOODSIDE FOR FACILITATION AND
COORDINATION OF ANIMAL CONTROL SERVICES**

THIS FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT, hereinafter called “Agreement”, entered into this first day of July, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a “City” and collectively called the “Cities”;

WITNESSETH

WHEREAS, the Cities have passed and are responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Cities; and

WHEREAS, the Cities and County, hereinafter collectively called “Parties”, wish to enter into a written agreement for animal care and control, shelter services, and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

WHEREAS, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

WHEREAS, the Cities desire the County facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026; and

WHEREAS, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers.

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

1. Exhibits and Attachments

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

Exhibit A— Contract Areas

Exhibit B— Proportionate Share of Cost

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

Attachment 2 - Agreement between County of San Mateo and PetData Inc.

Attachment 3 - Memorandum of Agreement Regarding Funding For Construction Of An Animal Care Shelter

2. Definitions

2.1 **Administrative Costs:** The actual costs, including, but not limited to, salaries, benefits, dispatch, and equipment maintenance, incurred by the County to administer the Animal Control Program and Animal Licensing Program as outlined in this Agreement in an effort to facilitate a coordinated countywide system.

2.2 **Animal Control Contractor:** The contractor selected as set forth in Section 5.2 of this Agreement, which is specifically charged with providing services and enforcing laws relating to animal care and control, shelter services and animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.3 **Animal Control Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

2.4 **Animal Control Services Agreement or Services Agreement:** Agreement in which the Animal Control Contractor agrees to perform on behalf of Parties and the County agrees to compensate, using County and City funds, the Animal Control Contractor for performance of certain

specified animal care, animal control, and shelter services as provided for in this Agreement.

- 2.5 **Animal Licensing Contractor:** The contractor as set forth in Section 5.2 of this Agreement, which is specifically charged with administering and enforcing laws dealing with animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.
- 2.6 **Animal Licensing Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction.
- 2.7 **Animal Licensing Services Agreement:** Agreement in which the Animal Licensing Contractor agrees to perform on behalf of the Parties and the County agrees to compensate, with County and City funds, Animal Licensing Contractor for performance of certain specified animal licensing services as provided for in this Agreement.
- 2.8 **City or Cities:** Any or all of the cities listed in Exhibit A, attached and incorporated by reference herein.
- 2.9 **Holidays:** Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts.
- 2.10 **Impounded Animal:** An animal that has been picked up by Animal Control Contractor, other public employee or officer, or by a private citizen and deposited at the County animal shelter.

3. **Each City's Responsibilities**

- 3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Animal Control Contractor at the County animal shelter or held in a humane way at a designated holding area until it can be picked up by Animal Control Contractor.
- 3.2 **Uniform Ordinances and Citation Authority.** This Agreement is based on an expectation that each City will adopt and maintain animal control ordinance(s) which are substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as they currently exist or maybe amended by County from time to time, to be effective within each City's territorial limits. The

fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290, as may be amended by County from time to time, of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

City acknowledges that the County plans to amend its animal control ordinances, with the goal for adoption within the next twelve (12) months.

Enforcement of provisions of any City's ordinance to the extent that it differs substantially from the County Ordinance, as amended by County from time to time, and results in an increase to Animal Control Contractor's costs, shall be reimbursed directly by the City requiring additional services, as negotiated between the City requiring additional services and the Animal Control Contractor. Provision of services under the Animal Control Services Agreement shall take priority over such additional services provided separately pursuant to this Section.

- 3.3 **Designation of Animal Control & License Revenue Collector.** Each City hereby designates the Health System of the County or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City.
- 3.4 **Permits for Public Events.** Each City shall request input from the Animal Control Contractor prior to issuing permits for public exhibitions and events which include animals. The Animal Control Contractor is entitled to recover costs directly from the City in which exhibition or event will be located which relate to staffing that may result during or after the exhibition or event. Such costs will be collected by the Animal Control Contractor based on a fee schedule approved by the City in which the event is taking place, or as agreed between the Animal Control Contractor and the individual City. Any agreement with the Animal Control Contractor will require expeditious review of permits and input to the City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.
- 3.5 **City Liaison.** Each City shall designate a representative to act as a liaison for animal control and licensing administration and enforcement issues for when County requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.
- 3.6 **Defense of Dangerous/Vicious Animal Determinations, Spay/Neuter Requirements, and Service Animal Designations.**

Parties acknowledge that each City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious

Animal, Spay/Neuter, and Fancier Ordinances, including but not limited to providing hearing officers and a location for the hearings. The cost to hold the hearing will be the sole responsibility of each City and collection of the hearing fee, based on the City's fee ordinance, will be collected and retained by the City.

However, the Parties agree that, at a City's option and for its convenience, a City may utilize County offices and/or the services of the County hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of each City's Dangerous and Vicious Animal Ordinance, Spay/Neuter Hearings under the provision of each City's Spay/Neuter Ordinance, and/or Fancier Hearings under the provision of each City's Fancier Ordinance. The hearing fee, based on the City's fee ordinance, will be collected from the person requesting the hearing by the County under the terms of this Agreement, if possible. If such fee is not collected, the City shall remain responsible for such costs.

The Parties also recognize that in the event a City elects to utilize the services of a County hearing officer, the City remains solely responsible for the defense of any appeal of or challenge to an administrative decision rendered by the hearing officer. Further, the City remains responsible for any claims, damages, costs or other losses resulting from any decision, act or omission of the hearing officer acting in the course and scope of his or her capacity as hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal hearings, decisions or findings; Spay/Neuter requirements, hearings, decisions or findings; and/or Fancier requirements, hearings, decisions or findings made under each City's ordinances.

Furthermore, the Parties agree that, at a City's option and for its convenience, County offices will issue Service Animal tags and Breeder/Fancier Permits on behalf of each City upon County's determination that such tag or permit shall be issued on behalf of the City. Each City shall remain responsible for the decision to issue or not issue a Service Animal tag and/or issue or not issue a Breeder or Fancier Permit and shall remain responsible the defense of any action or claim and payment of any claims, damages, costs, or other losses resulting from such decision.

- 3.7 In consideration of the services that will be coordinated and facilitated by County and provided by the Animal Control Contractor and Animal Licensing Contractor in accordance with all terms, conditions, and specifications set forth herein, and in the exhibits and attachments incorporated by reference herein, each City shall pay County based on

the rates and in the manner specified below.

Proportionate Share of Costs. Each City's proportionate share of the cost of services ("Proportionate Share of Costs") provided under this Agreement shall be calculated as a percentage representing:

- a. That City's percentage of total field services provided, averaged over the prior three calendar years;
- b. That City's percentage of total shelter services provided, averaged over the prior three calendar years;
- c. With field services weighted at 41% and shelter services weighted at 59%.

Net Program Costs. Each City shall pay the net program costs attributable to that City ("Net Program Costs") which will be calculated as follows:

- a. Determine total expenses for all services including Administrative Costs as defined in Section 2 of this Agreement and Animal Control Contractor and Animal Licensing Contractor costs;
- b. Subtract all revenue received, not including licensing revenue;
- c. Attribute the balance to each City based on that City's Proportionate Share of Costs.
- d. Subtract from each City's share of the balance the actual licensing revenue collected for that City during the previous calendar year.

Annual Invoices. Each City will be invoiced for its Net Program Costs as follows:

- a. The County will calculate each City's Proportionate Share of Costs, estimate Net Program Costs for the following fiscal year (July 1 – June 30), and will send an estimated invoice containing that information to each City no later than March 31st of each year;
- b. The County will send a final invoice ("Final Invoice") based on **actual** Net Program Cost to each City no later than December 15th of each year; and
- c. Each City shall pay the County the amount shown on the Final Invoice no later than February 28th of each year.

4. County Responsibilities

4.1 Payments to be paid to Animal Control Contractor and Animal Licensing Contractor by the County and each City are as follows:

a. The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	\$6,189,290.95
2022-23	\$6,327,480.28
2023-24	\$6,499,455.67
2024-25	\$6,674,024.00
2025-26	\$6,858,739.01

b. The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately \$192,000).

Current Contract 2016-2021	Amount
One year license	\$4.28 per license
Multi-year license	\$4.28 for the first year and \$2 for each additional year
Late fees collected	\$2.50 collection service fee for each license
Replacement tags	\$4.28 per tag
Bank and supply fees	Actual cost

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	\$790,835
2022-23	\$790,375
2023-24	\$814,086
2024-25	\$822,227
2025-26	\$846,894

4.3 In consideration of the payment provided for in Sections 3.7 and 4.2, the County shall, for the administrative convenience of the Cities and for the purpose of coordinating animal services countywide, provide the additional following administrative services:

- a. Work with the City Attorney, designated City liaison or City Manager of each City on any issues that require input from the City, including, but not limited to, during and following the administrative hearing process.
- b. Collect, maintain, and report available data as requested by each City, including, but not limited to, annual Performance Measures.

The Animal Control Program Manager or designee will monitor the performance of the Animal Control Contractor and Animal Licensing Contractor and will notify the City Liaison if there is a deficiency in service found. A meeting will be scheduled with Contractor and City liaisons to discuss a plan to correct the service deficiency.

- c. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.
- d. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders.
- e. Provide dispatch services for after-hours/holiday calls for animal control and licensing.
- f. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA – Attachment M - County-Owned Radio Equipment.
- g. For the convenience of the Cities, provide animal licensing tags for dogs, cats, animals held under a Dangerous Permit, and animals designated as Service Animals.
- h. For the convenience of the Cities, make reasonable attempts to collect and provide collection services for:
 - 1. Animal control fees that are deemed uncollectable by the Animal Control Contractor after reasonable efforts by the Contractor to collect; and

2. Licensing fees that are deemed uncollectable by the Animal Licensing Contractor after reasonable efforts by the Contractor to collect; and
3. Any other fees for services provided to each City under the terms of this Agreement.

The County's cost to provide collection services will be included in the administrative cost to facilitate this Agreement. The Cities acknowledge and agree that the County is not responsible for any fees that remain uncollected after reasonable efforts are made to collect. In the event that a City determines that additional collection efforts are warranted, it may undertake such efforts at its own expense. Any shortfall in revenues caused by uncollected fees shall be the responsibility of all Cities based on the proportionate share of costs.

- i. Annually provide each City with the audit report required and completed as outlined in Attachment 1.
- j. Annually, arrange and oversee a performance audit or fiscal assessment following the, Generally Accepted Government Auditing Standards (GAGAS) to assess whether the Animal Control Contractor is achieving efficiency and effectiveness in performance of the services provided and provide a copy of the performance audit to the Cities. The parameters of the audit and cost will be determined by a subgroup of all Parties through a County Request for Proposal process. Cities will be invoiced for the actual cost of said audit as outlined in Section 3.7 (estimate cost of \$81,000 has been added to the administrative cost table in section 4.2).
- k. For Spay/Neuter Assistance Vouchers:
 1. Allocate one dollar from each annual license fee paid for a dog or cat to:
 - i. When funds are available as determined by the County, assist pet owners and feral cat advocates with the cost to alter the dogs, cats, and feral cats that reside in the County on a county wide basis; and
 - ii. As funds are available as determined by the County, execute outreach efforts to educate residents on the responsibilities of owning a pet and the importance of altering, vaccinating, and licensing all dogs and cats.
 2. Issue, monitor and maintain a dog, cat, and feral cat database, allocating funds to the appropriate category of need based on the public's requests.

- l. Pursuant to Section 3.6 of this Agreement, under the guidelines of the US Department of Justice and the Americans With Disabilities Act's definition of "Service Animal" for the administrative convenience of each City, and acting as a representative of each City, issue Service Animal tags on behalf of each City upon determination by the County on behalf of the City that such tag shall be issued.
- m. If each City's ordinance so authorizes and the City so requests, review and process each City residents' requests and maintain files for Breeders and Fanciers Permits.
- n. Dangerous Animal Designations:
 - 1. Issue Dangerous Animal tags when an animal has been so designated by a peace officer employed by any City or County or the Animal Control Contractor as such; and
 - 2. The County will invoice annually and make reasonable efforts to collect applicable fees for Dangerous Animal Permit holders; and
 - 3. Monitor data received from Animal Control Contractor; and
 - 4. Send monthly updated reports to each City's representative.
- o. Pursuant to Section 3.6, for the administrative convenience of each City, and acting as a representative of each City, conduct administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable City's ordinance.
- p. Pursuant to Section 3.6, for the administrative convenience of each City and acting as a representative of each City, conduct mandatory spay/neuter and/or fancier permit administrative hearings under the guidelines of the applicable City's ordinance, if any.
- q. Provide in-person customer service at a minimum of two County locations that are open during normal business hours to enable residents the ability to obtain animal licenses and/or permits for all dogs and cats.
- r. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.
- s. Receive, import, and export licensing and vaccination information from the Animal Licensing Contractor into the Animal Control Contractor database and vice versa on a weekly basis.

- t. Under the guidance of the County's Health Officer, review and process requests from pet owners to exempt their pet from the requirement to obtain an anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.
- u. Invoice animal owners pursuant to the County Fee Schedule 6.04.290, and similar City fee schedules, following a bite incident that requires a quarantine of said animal.

5. **General Provisions**

- 5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.
- 5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society and SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

Shelter Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Field Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Veterinary Medical Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Operations. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

5.3 **Animal Shelter.**

The Parties acknowledge:

1. That the new Animal Care and Control Shelter has been constructed and Contractor Peninsula Humane Society & SPCA is and will be occupying it for the term of this Agreement in order to provide animal

control services as set forth in Attachment 1.

2. The Parties have previously entered into a Memorandum of Agreement regarding Funding of Construction of an Animal Care Shelter, dated September 9, 2014 (“Memorandum”), attached and incorporated as Attachment 3. The Parties agree that the total cost of the shelter construction project is being updated as provided by Section 2 of the Memorandum, and the Parties agree that, when available, County will provide to Cities the final total cost of the Shelter construction which will be paid proportionately by each City as provided by the Memorandum. Further, the Parties acknowledge and agree that the proportionate share of each City will be amended as provided by section 3 of the Memorandum. The Parties acknowledge that continued animal control and shelter services to a City as provided herein is contingent on that City approving any amended cost and paying its proportionate share, as previously agreed in the Memorandum”.

5.4 **Facilities & Equipment.**

- a. If the County chooses, at its own discretion, to replace equipment, at reasonable expense, but not to exceed \$125,000, that is used by the Animal Control Contractor and/or the Animal Licensing Contractor solely for the purpose of providing services under this Agreement, Cities agree that they will be financially responsible for the purchase cost of said equipment based on their Proportionate Share of Cost.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the County Animal Care and Control Shelter located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services and/or the County chooses to replace equipment, at its own discretion, and the cost of said equipment exceeds \$125,000, the Parties agree to meet in good faith to determine and agree which maintenance or repairs are required, whether or not such repair work shall be undertaken, or if said equipment should be replaced.

If the Parties terminate this Agreement or the Parties do not renew this Agreement, all Parties agree to be financially responsible in their Proportionate Share of Cost as set forth in Exhibit B for the remaining cost of any lease for vehicles or equipment used by the County’s designated contractor solely for the purpose of providing services under this Agreement.

- b. Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.
- c. If Parties choose to terminate for reasons other than material breach of the Animal Control Contractor's Services Agreement or Parties choose not to renew the Animal Control Contractor's Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Animal Control Contractor solely for the purpose of the Animal Control Contractor's Services Agreement.

5.5 **Fiscal and Program Monitoring.** Each City agrees to participate annually with County to discuss financial or programmatic issues including, but not limited to, licensing activities, revenue sources, performance measures, and ordinance revisions. The County or any City may request a special meeting for this purpose and upon the provision of reasonable notice.

Any changes in the amount to be paid to the Animal Control Contractor or the Animal Licensing Contractor shall require the Board of Supervisors and the affected City's approval.

5.6 **Use of Program Revenue.** Each City agrees that all fees collected by the County and/or the Animal Control Contractor and the Animal Licensing Contractor, or both, for the purposes outlined in this Agreement shall be retained by the County and used to cover the cost of services provided under this Agreement, except for services provided directly by or for a City and where fees are collected by said City for services provided as described in Section 3.4 and 3.6 of this Agreement.

5.7 **Maintenance of Records.** Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by the County, through the Animal Control Contractor, and made available to the Cities. In addition, statistical information shall be provided on a monthly, quarterly and annual basis to the Cities summarizing various field enforcement and shelter activities occurring in each City and shelter activities initiated by residents of each City.

5.8 **Term and Termination.** Subject to compliance with all terms and

conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

- 5.9 **Amendments: Entire Agreement.** Amendments to this Agreement must be in writing and approved by the County Board of Supervisors and the governing body of each City. This is the entire Agreement between the Parties and supersedes any prior written or oral agreements inconsistent herewith.

This Agreement, including the Exhibits and Attachments which are incorporated herein by this reference, constitutes the entire Agreement of the Parties to this Agreement regarding the subject matter of this Agreement, and correctly states the rights, duties, and obligations of each party as of the Effective Date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations, whether oral or written, between the parties not expressly stated in this Agreement are superseded. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

- 5.10 **Controlling Law and Venue.** The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this

Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

- 5.11 **Additional Services.** Nothing contained herein shall preclude any City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement.
- 5.12 **Relationship of Parties.** The Parties agree and understand that the work/services performed or facilitated under this Agreement are performed or facilitated by an independent Contractor, and not by an employee of any City and that neither the County, its employees, the Animal Control Contractor, or the Animal Licensing Contractor acquire any of the rights, privileges, powers, or advantages of City employees, and vice versa; however, the County may act as an agent on behalf of each City where expressly set forth herein and, in such instances, each City shall hold harmless, indemnify and defend the County from and against any claims of any kind and/or actions for damages arising out of the County's actions undertaken on behalf of each City as set forth herein.
- 5.13 **Hold Harmless.**
- a. Each City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries or death of any person or damage to any property of any kind whatsoever and whomsoever belonging which arise out of the performance or nonperformance of each City's covenants and obligations under this Agreement and which result from the negligent or wrongful acts of each City or its officers, employees, or agents, including, but not limited to, those claims, suits, or actions arising from activities performed by the County as a representative of the City as set forth in Sections 3.6 and 4.2.
 - b. The County shall hold harmless, indemnify and defend each City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or non-performance of the County's obligations

under this Agreement and which result from the negligent or wrongful acts of the County, its officers or employees. This provision requiring the County to hold harmless, indemnify and defend each City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of the Animal Control Contractor or the Animal Licensing Contractor, or their officers, employees or agents, under the services agreements with the County. Further, this provision requiring the County to hold harmless, indemnify and defend each City shall not apply to acts or omissions of the County done on behalf of each City in performing administrative tasks for the convenience of and as representative of each City, including but not limited to those set forth in Sections 3.6 and 4.2.

- c. In the event of concurrent negligence of the County, its officers or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.
- d. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that with respect to activities performed by the Animal Control Contractor or the Animal Licensing Contractor in the Cities' territorial limits, the County serves solely as a Contract Administrator and solely with respect to the specific obligations contained within this Agreement and the agreements between the County and the Animal Control Contractor and the Animal Licensing Contractor. Accordingly, in the event the County or the Cities are sued and the suit is related in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in a particular City or the Cities, the particular City or Cities, as the case may be, will hold harmless, indemnify and defend the County, and any other City that is named as a defendant in that suit from and against any and all claims, losses or costs. In the event a City or the Cities are sued and the suit relates in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in the unincorporated area of the County, the County will hold harmless, indemnify and defend the City or Cities named as a defendant or defendants in that suit from and against any and all claims, losses or costs.
- e. The County agrees that in its Service Agreements with the Animal

Control Contractor, the County will require the Animal Control Contractor to indemnify each City to the same extent that the County is indemnified and to name each City as a third party beneficiary to the County's Agreements with the Animal Control Contractor and/or the Animal Licensing Contractor.

f. These indemnification and hold harmless clauses shall survive termination of this Agreement and shall apply whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5.14 **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, gender, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

5.15 **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:

Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing

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

Telephone: 650.573.2623

Email: lmorton-feazell@smcgov.org

5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirety except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Agreement may use it as the grounds for considering an Agreement which may be acceptable to those parties.

- 5.17 **Electronic Signature**. All Parties agree that this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo and the Parties understand and agree that electronic signatures shall be deemed as effective as an original signature.
- 5.18 **Counterparts**. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: _____

COUNTY OF SAN MATEO

President, Board of Supervisors

Dated: _____

ATTEST:

TOWN OF ATHERTON

Town of Atherton, Clerk

By

Dated: _____

ATTEST:

CITY OF BELMONT

City of Belmont, Clerk

By

Dated: _____

ATTEST:

CITY OF BRISBANE

City of Brisbane, Clerk

By

Dated: _____

ATTEST:

CITY OF BURLINGAME

City of Burlingame, Clerk

By

Dated: _____

ATTEST:

TOWN OF COLMA

Town of Colma, Clerk

By

Dated: _____

ATTEST:

CITY OF DALY CITY

City of Daly City, Clerk

By

Dated: _____

ATTEST:

CITY OF EAST PALO ALTO

City of East Palo Alto, Clerk

By

Dated: _____

ATTEST:

CITY OF FOSTER CITY

City of Foster City, Clerk

By

Dated: _____

ATTEST:

CITY OF HALF MOON BAY

City of Half Moon Bay, Clerk

By

Dated: _____

ATTEST:

TOWN OF HILLSBOROUGH

Town of Hillsborough, Clerk

By

Dated: _____

ATTEST:

CITY OF MENLO PARK

City of Menlo Park, Clerk

By

Dated: _____

ATTEST:

CITY OF MILLBRAE

City of Millbrae, Clerk

By

Dated: _____

ATTEST:

CITY OF PACIFICA

City of Pacifica, Clerk

By

Dated: _____

ATTEST:

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By

Dated: _____

ATTEST:

CITY OF REDWOOD CITY

City of Redwood City, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN BRUNO

City of San Bruno, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN CARLOS

City of San Carlos, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN MATEO

City of San Mateo, Clerk

By

Dated: _____

ATTEST:

CITY OF SOUTH SAN FRANCISCO

City of South San Francisco, Clerk

By

Dated: _____

ATTEST:

TOWN OF WOODSIDE

Town of Woodside, Clerk

By

EXHIBIT A

CONTRACT AREAS

The following Cities have contracted for services pursuant to this Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

EXHIBIT B
PROPORTIONATE SHARE OF COST

FY 2021-22 Proportionate Share of Cost:

Atherton	0.70%
Belmont	2.58%
Brisbane	0.90%
Burlingame	3.74%
Colma	0.53%
Daly City	10.13%
East Palo Alto	8.70%
Foster City	2.15%
Half Moon Bay	2.50%
Hillsborough	1.16%
Menlo Park	4.59%
Millbrae	1.92%
Pacifica	5.07%
Portola Valley	0.37%
Redwood City	12.55%
San Bruno	6.09%
San Carlos	3.15%
San Mateo	15.61%
South San Francisco	10.27%
Woodside	1.03%
County	6.27%

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

Agreement No. _____

AGREEMENT FOR ANIMAL CARE AND CONTROL SERVICES BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION

This Agreement is entered into this first day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and Peninsula Humane Society & SPCA, a California Nonprofit Corporation, hereinafter called “Contractor.”

* * *

Whereas, pursuant to statutory authority including but not limited to, Section 31000 of the California Government Code, Section 31106 of the Food and Agriculture Code, and Sections 14501 and 14503 of the Corporations Code, County may contract with independent contractors for the furnishing of animal care, control and shelter services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Animal Care, Control, and Shelter services to the County and participating cities as set forth in this Agreement for Animal Care and Control Services (“Agreement”).

Therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

- Exhibit A – Services
- Exhibit B - Payments and Rates
- Exhibit C– Excluded Services
- Exhibit D – Contract Areas (County and Participating Cities)
- Exhibit E – Fees to be Collected for Services Provided
- Exhibit F – Five-Year Budget
- Attachment H - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
- Attachment I - Fingerprinting Certification Form
- Attachment J - Rabies Algorithm
- Attachment K - Animal Shelter Facility Use and Maintenance Agreement
- Attachment L - Peninsula Humane Society Holidays
- Attachment M – County-Owned Radio Equipment

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County and Participating Cities listed on Exhibit D in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, and the other Exhibits and Attachments incorporated by reference into this Agreement.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and other Exhibits and Attachments incorporated into this Agreement, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Payments shall begin within 45-days after Contractor and County each execute this Agreement.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County exercises this right, it must first provide Contractor with a 30-day written notice of intent to withhold payment wherein County describes the nature of the unacceptable work and how Contractor's work fails to conform to the terms of this Agreement. If Contractor fails to remedy unacceptable work after having received thirty days prior written notice, then County may delay payment until the deficiency is corrected. However, if Contractor reasonably demonstrates that it is not feasible to remedy the unacceptable work within thirty days, Contractor shall have up to an additional thirty days to remedy the work before payment will be withheld.

In no event shall County's total fiscal obligation under this Agreement exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

5. Termination

This Agreement may be terminated by Contractor or County or designee at any time without a requirement of good cause upon 365 days' advance written notice to the other party. Contractor shall be entitled to receive payment for services provided prior to the effective date of termination of the Agreement. Such payment shall be the prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement. The Contractor shall have no right to or claim against the County or any Participating City for the balance of the contract amount.

In the event of a material breach of this Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within thirty (30) calendar days of the notice, except that if the breaching party reasonably demonstrates that it is not feasible to cure the breach within thirty (30) calendar days, the breaching party shall have the number of days

beyond thirty (30) calendar days reasonably needed to cure the breach up to an additional thirty (30) calendar days.

In the event the breaching party does not cure the material breach within the applicable time period, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedies for such material breach. Termination is effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed prior to termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

6. Contract Materials

At the end of the term of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Contractor in performance of services under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless and Indemnification

Contractor shall hold harmless and indemnify the County, and each Participating City listed in Exhibit D as third party beneficiaries of this Agreement, their officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of: injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor; any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

The duty of Contractor to hold harmless and indemnify as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

County shall hold harmless and indemnify the Contractor, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County; any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees.

The duty of County to hold harmless and indemnify, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence. This provision shall survive termination of this Agreement.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County and its officers, agents, and employees and participating cities and their officers, agents and employees shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Final adjudication in an appropriate forum determining that a violation of the non-discrimination provisions of this Agreement occurred, shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager from among the following:

- i. termination of this Agreement; and/or
- ii. liquidated damages of \$2,500 per violation; and/or
- iii. no penalty based on the County Manager determining that the incident does not warrant further action; and/or
- iv. imposition of other applicable civil remedies and sanctions as provided by law.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for four (4) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County including additional audit requirements as set forth herein.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(d) County agrees that if any entity or person makes a request under the California Public Records Act (CPRA) or an analogous federal, state, or local law or regulation to the County or a Participating City, of which County is aware, for documents or records possessed by Contractor but not by the County or Participating City, relating to this Agreement, or documents that Contractor submitted in its response to the request for proposals related to this Agreement and marked confidential, or documents related to the negotiation, or finalization of this Agreement, County will notify Contractor of such request. If Contractor fails to respond within 72 hours, Contractor shall be deemed to stipulate that the requested documents are subject to disclosure pursuant to the request and Contractor shall immediately thereafter make copies of the documents available to the County or a participating City, as the case may be, for disclosure to the requesting party.

If Contractor responds to the County within 72 hours of such notice by the County and asserts, in writing, that exemptions to disclosure requirements under the CPRA apply, and the County or Participating City as applicable agrees that such documents are not subject to disclosure, in whole or in part, under the CPRA, Contractor shall provide a redacted copy of the documents for County or City to disclose in lieu of unredacted documents for any documents that must be disclosed. In the event that County or the Participating City disagrees with Contractor's position that any document or portion thereof is not subject to disclosure, in order to prevent disclosure of such documents, Contractor shall promptly and in any case within ten (10) calendar days of notice of the request, seek a protective court order for non-disclosure of any such records. If Contractor fails to obtain a protective order, such documents may be disclosed by County or City. Contractor shall indemnify and hold harmless County and Participating Cities for any damage, cost or loss caused by Contractor's decision to assert that such records are, whole or in part, not subject to disclosure.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Lori Morton-Feazell / Health Services Manager
Address: 225-37th Avenue, San Mateo, CA 94403
Telephone: 650-573-3726
Email: lmorton-feazell@smcgov.org

In the case of Contractor, to:

Name/Title: Anthony Tansimore / President
Address: 1450 Rollins Road, Burlingame, CA 94010-2307
Telephone: 650-340-7022 ext. 309
Email: atansimore@phs-sPCA.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Peninsula Humane Society & SPCA, a California Nonprofit Corporation**

<p>DocuSigned by:  <small>AF55FF82D70C463...</small> Contractor Signature</p>	<p>5/6/2021 4:03 PM PDT Date</p>	<p>Anthony Tansimore Contractor Name (please print)</p>
---	---	--

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

I. COMMON GOALS

A. All parties agree to work on updating a new animal control ordinance during the next 12 months to include the availability of administrative citations.

B. County and Contractor will provide Participating Cities (as defined in exhibit D to this Agreement) with information about the services provided by Contractor and excluded services. In the event the County receives a complaint from an official from a Participating City regarding the quantity or quality of services provided under this Agreement, the County will promptly forward such complaint to Contractor so that the parties may make good faith efforts to promptly resolve the issue and Contractor agrees to meet with officials from the County and/or Participating Cities as may be necessary to resolve such complaints.

II. POLICIES AND PROCEDURES

A. All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and Participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and Participating City representatives, with committee members to be designated by the County Manager or the County Manager's designee. The Contractor and committee members will work in good faith to resolve any differences or concerns regarding policies and procedures.

B. The Contractor must establish comprehensive written policies and procedures for proper care and handling of animals.

C. Such policies and procedures shall address all subjects encompassed by the scope of this Agreement, including shelter, veterinary care, and field services. Proper care includes but is not limited to, appropriate food and water, regular cleaning of kennels and cages, humane handling, veterinary care and a vaccination schedule including rabies vaccinations.

D. Contractor shall establish policies and procedures in accordance with the Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians, ASPCA, the Humane Society of the United States, and/or other currently accepted best practices for animal sheltering. Policies and Procedures shall focus on these areas:

1. Medical Health and Physical Well-Being
2. Euthanasia
3. Environment
4. Kennels/Cages
5. Capacity for Care
6. Behavioral Health

E. Contractor shall develop a written disposal procedure, and the procedure shall provide for the weekly pick up of dead animals.

F. Contractor shall create a procedure compliant with California law to ensure that animals entering the County Shelter receive vaccinations, dewormer, flea control as appropriate for their species excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

G. Contractor shall have written policies and procedures on animal placement with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the County Shelter are not euthanized through redemptions, adoptions and transfers to other organizations. Policies and procedures should include guidelines for euthanasia. Terms used in this subsection are to be interpreted in accordance with currently enacted California law.

H. Contractor shall have a procedure addressing how Animal Control Officers will handle complaints and the procedure shall include a benchmark for the time it takes between receiving and closing a complaint.

I. Contractor shall have comprehensive written policies and procedures established for proper care and handling of animals to include emergency response procedures, how animals will be placed into vehicles, how animals will be protected from the heat and cold inside vehicles, and how vehicles will be clean and disinfected.

J. Contractor shall have and apply written disease prevention and response policies and procedures. Disease response procedures shall include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense of treatment and resources available for such treatment.

K. Contractor shall have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures shall address proper care of injured and sick animals and be

L. To the extent any of the terms of this Agreement are preempted by State law with regard to animal care, custody, transfer, euthanasia, and/or treatment, the parties agree that the terms of this Agreement shall continue to apply to full extent possible in conformity with State law.

III. SHELTER SERVICES

A. Receiving animals

Contractor will:

1. Hold lost and stray animals for the requisite time period as required by State law or County ordinance or other applicable local ordinance prior to adoption, owner redemption, release to a partner organization, euthanasia, or other disposition.
2. Ensure that each animal's individual health status is evaluated and monitored beginning at intake and regularly thereafter. If the animal is too unsafe to handle to have its health status evaluated a visual evaluation may be done by staff.
3. Ensure all animals are scanned for a microchip and checked for other identification when entering the County Shelter and ensure staff enter into the Chameleon (or any successor system) software that the animal was checked for ID. Animals that are unsafe to be scanned for a microchip may be excluded.
4. Solicit information on impounded stray animals.
5. Evaluate and document each animal's health at intake.
6. Provide shelter and care for domestic animals under rabies quarantine, and dangerous or vicious animal investigations, according to the applicable City/County ordinance and/or State law.
7. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify County Public Health personnel at 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays (or at such other numbers as may be designated in writing, from time to time).
8. If the Contractor plans on using drop boxes for after-hours intake, the drop boxes must be checked at least every hour during the hours that drop boxes are utilized for animal intake.

B. Care of animals

Contractor will:

1. Provide shelter and care for San Mateo County stray and unwanted animals 24 hours a day, 7 days a week, with public service hours designed to benefit the public and facilitate the services established in this Agreement, including coordination with other agencies (state and local governments, or adoption partner organizations, non-profit animal services organizations, etc.) where appropriate.
2. Provide services as required by the State of California governing shelters for animal care, treatment, holding periods, and placements and dispositions.
3. Microchip all animals designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.
4. Provide animal food that meets nutritional and medical needs of animals.

5. Contractor will make a best effort to have the County Shelter open by 11 am each day, except holidays (as noted in Attachment L - Peninsula Humane Society Holidays), with all animal areas intended for public access clean and ready for the public to enter.
6. Provide County representatives with a master schedule for Animal Care staff upon request.

C. Owner-surrendered animals

Contractor will:

1. Provide pet owners with a handout(s) describing alternative solutions to surrender and other resources to owners who express a desire to surrender their pets. That handout should include contact information for non-profit shelters and rescue groups in the Bay Area, as well as information about pet food pantries, low cost veterinary care, etc.
2. List alternatives to surrendering a pet and links to helpful resources on the Contractor's website.

D. Identifying animals

Contractor will:

1. Make legally required and additional efforts to identify each animal's rightful owner, including, at a minimum, full microchip body scanning of domestic animals for identification chips, tracing microchips, licenses, rabies tags and other identification, and making several documented attempts in multiple ways (e.g. phone, email, and/or mail) to notify the owner in an attempt to return the animal to its owner prior to any other disposition. Maintain acumen on and utilize developments in the field that might provide new or additional methods for identifying each animal's rightful owner.

E. Evaluating animals

Contractor will:

1. Ensure that all healthy, non-aggressive, and treatable animals have a plan for a live outcome.
2. Begin assessment of behavior at the time of intake of the animal. An overall behavior assessment considers all of the information gathered about the animal, including history, behavior during shelter stay, and formal evaluation.
3. Provide and apply the criteria and evaluation system that will enable objective evaluations for animals.
4. Evaluate all breeds equally to determine if they can be adopted, require behavior modification, or allow a partner agency to take the animal prior to euthanasia pursuant to State law.
5. Maintain evaluation records. Document the procedure for each animal in the Chameleon software system (or any successor system). If any paper records are also kept, retain the records for seven (7) years after disposition of animal.
6. Perform kennel enrichment programs to reduce stress for sheltered animals.
7. Place adoptable animals up for adoption or transfer.

8. Record all incidents or reports regarding a history of aggressive behavior along with the context in which they occurred.
9. Ensure staff is trained to recognize body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate successful adaptation to the shelter environment.
10. Monitor animals daily in order to detect trends or changes in well-being and respond to their behavioral needs.

F. Length of stay of animals

Contractor will:

1. Optimize the animal's length of stay in the County Shelter. Both positive outcomes and cost of sheltering must be considered.
2. Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.

G. Rabies testing/exposure

Contractor will:

1. Immediately provide San Mateo County Health personnel with contact information for relevant Contractor staff in accordance with State and County requirements when there is reasonable belief of a person's or an animal's exposure to rabies.
2. Ensure all staff members are trained to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals.
3. Provide for testing of animals for rabies pursuant to the current California Rabies Compendium. This requires the decapitation of animals and transport of the head or bat to the San Mateo County Public Health laboratory for testing.
4. Ensure that that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).
5. Ensure that for every animal that comes into the County Shelter, staff will identify possible rabies exposures; everyone presenting an animal shall be asked if the animal has bitten anyone within the last 10 days or had any contact with wildlife.
6. Make certain all incoming animals are examined for bite wounds; any animals who have potentially been exposed to rabies shall be managed in accordance with the California Rabies Compendium and in consultation with state and local health authorities.
7. Ensure that staff funded by contract who routinely work with companion animals or wildlife are offered pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee in Immunization Practices.

H. Disposal of dead animals

Contractor will:

1. Accept dead animals brought to the County Shelter by County residents, City and County municipalities, or Caltrans and Contractor shall dispose of such animals.
2. Dispose of dead animals in a lawful manner using an appropriately qualified and licensed disposal company or method.
3. Develop a written disposal procedure that will include at least a weekly pick up of dead animals.

I. Transferring animals into County Shelter

1. If the Contractor desires to transfer animals into the County Shelter from nearby Bay Area animal shelters to assist when such shelters are dealing with an emergency, such as a natural disaster, Contractor shall do the following:
 - a) Request written approval from the County Program Manager of Animal Control and Licensing Manager or other designated County Contract Administrator. The County will respond to such requests in writing within 3 business days. In the event of a need to house animals for another county during a disaster, the County will respond within 24 hours. If the County grants such approval, the written notice of approval will state the maximum number of animals the Contractor is allowed to transfer in pursuant to that consent based upon factors including available shelter space. Detailed documentation on an appropriate Federal Emergency Management Agency (FEMA) form will be kept to record, on a daily basis, on the number of Contractor staff caring for the animals to include hours worked, along with supplies, as well as number of days sheltered for each animal. This will allow for reimbursement if declared a federal disaster, or reimbursement from other local jurisdictions.
 - b) Periodically, and only as space and resources allow, Contractor may purposefully transfer, house or bring into the County shelter animals from another animal shelter, partner group or agency within or outside the County to be housed in the County Shelter for the purpose of adoption at the Contractor's other shelter or location only if a monthly report is sent to the Program Manager of Animal Control and Licensing or their designee outlining the number of animals transferred into the shelter along with each animal's individual animal identification number. If Contractor plans on transferring in more than 30 animals a month Contractor will obtain written approval from the Program Manager of Animal Control and Licensing or their designee. Contractor will reimburse the County and Participating Cities for the costs of vaccines, preventative care, treatment, food, facility use and maintenance, and staff time to care for these animals. The cost will be calculated by the number of days that animal is housed at the County shelter at the rate of \$15 per animal per day. This rate may be adjusted annually, based on changes to Consumer Price Index and the Parties will meet and confer before the rate is adjusted. In addition to this daily rate, the Contractor will reimburse the County and Participating Cities for the actual costs of vaccines, flea treatment, dewormer, DTM cultures, canine heartworm and feline FIV/FeLV tests on a per animal basis. The Contractor will reimburse the County and Participating Cities each quarter of the fiscal year and will provide a report in a form reasonably satisfactory to the County and Participating Cities that details the fees owed pursuant to the applicable daily rate and any other applicable costs to be reimbursed to the County and Participating Cities. This obligation to reimburse the County and the Participating Cities does not apply to situations where an animal needs to be transferred in to the County shelter where the animal is held because of a bite or potential dangerous dog designation and where the incident occurred in San Mateo County, but the animal was first taken to another animal shelter. In such cases, the animal shall be classified as a "Transfer in" in the Chameleon software intake statistics.

Contractor will also reimburse the County and Participating Cities at the rate described above and shall reimburse the County and Participating Cities for the above-described expenses for any animal impounded by the nonprofit for a Cruelty case and housed at the County Animal Shelter. Detailed notes by staff must be entered into the Chameleon database (or any successor system) and should describe the reason for the animal being transfer back into the County shelter.

2. In cases where the Contractor transfers an animal back to the County Shelter for any reason, the Contractor will pay for the care of the animal and not use contract funds or staff being paid for by the contract. Detailed notes by staff must be entered into the Chameleon database and should describe the reason for the transfer back to the County shelter.

J. Working with partner groups

Contractor will:

1. Within 6 months of signing this Agreement, develop a Partner Group application for any shelter or Partner Group that would like to apply to take animals from the County Shelter. The application should also be available on Contractor's website.
2. Assign one (1) or more staff members to proactively contact Partner Groups and non-profit shelters in the County and throughout the Bay Area to encourage them to take animals whose medical or behavioral needs exceed available resources or who would otherwise be better served by being transferred to a Partner Group or to take animals that have been in the County Shelter for more than three (3) weeks past their stray hold or owner surrender intake date. If the Contractor desires, animals may be placed prior to the expiration of the three (3) week hold period. Contractor will decide which animals will be transferred to the Lantos Center for adoption.
3. As an alternative to euthanizing feral cats when cat caretakers are unavailable, will either 1) release the feral cats to an organization that will Trap-Neuter-Return (TNR) the cats, 2) TNR the cats themselves, or 3) develop a plan on how to handle feral cats to improve the live release rate (e.g. implementing a barn or working cat program).

K. Vaccinating, deworming, flea prevention, photos, documentation

Contractor will:

1. Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.
2. Complete behavioral assessments of dogs and cats within 4 days of the animal entering the County Shelter (not including the day of intake). Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, fowl.
3. Conduct full body microchip scans and check for other forms of identification at the time of intake for all animals that can be safely handled.
4. Provide a photograph and description of each lost animal through public outreach activities (i.e., website) in order to locate the pet's owner as soon as possible.

5. Document animal's description (breed, sex, and age), health assessment, initial behavioral assessment, microchip, license, rabies, and any other pertinent information in Chameleon Data Management System (or any successor system) within 24 hours of receiving each animal.
6. Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
7. Provide vaccinations, dewormers, and flea control when an animal enters the County Shelter as appropriate for their species, excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

L. Keeping County Shelter clean and disinfected

Contractor will:

1. Always maintain the kennel and animal care facilities in a humane and sanitary condition with a focus on these areas:
 - a) Cleaning and Disinfection. Use of disinfectants should be limited to those that are proven safe and effective for animal species sheltered at the County Shelter.
 - b) Surfaces and Drainage
2. Maintain stocks of disinfectants based on accepted industry standards to preserve function and effectiveness with regards to temperature and light exposure.
3. Update all written guidelines/documentation for use of disinfectants to reflect current practices as well as industry standards/recommendations.
4. Staff and volunteers shall receive training when guidelines have been updated and documentation of training shall be maintained.
5. Take commercially reasonable measures to maintain a pest-free shelter. Contractor will enter into, pay the costs of, and monitor on a recurring and scheduled contract for pest control services in and around the County Shelter.
6. Have written information available about zoonotic diseases for visitors, adopters and foster care providers.
7. Clearly mark enclosures of animals with suspected zoonotic disease to indicate the condition and any necessary precautions.
8. Provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. This shall be included in the policy and procedures.
9. Ensure the public does not have unsupervised access to areas where animals are isolated for zoonotic diseases.

M. Providing enrichment

Contractor will:

1. Provide kennel enrichment programs that provide every animal with an opportunity to be socialized and reduce stress while in the County Shelter.

N. Euthanasia

Contractor will:

1. Provide for the humane euthanasia and disposal of animals determined to be unhealthy, aggressive, or untreatable as determined by California law.

O. Owner-requested euthanasia

Contractor will:

1. Follow the basic matrix definition of Owner-Requested Euthanasia. The basic matrix definition of Owner -Requested Euthanasia can be found at: https://www.shelteranimalscount.org/docs/default-source/dataresources/sac_basicdatamatrix.pdf
2. Contractor will pursue all reasonable measures to verify animal ownership prior to euthanasia.
3. Record and classify animals in the Chameleon software and in Live Release Rate calculations as "Owner Intended Euthanasia" if they are brought in to the shelter by their owners with the specific intention of using the Owner Requested Euthanasia service. When an owner wishes to surrender an animal for adoption and that animal is deemed unhealthy and untreatable, or aggressive after counseling by Contractor's staff based on information provided by the owner and the owner elects to surrender the animal for euthanasia, euthanasia service will be provided and will be classified as "Owner Surrender Euthanasia."
4. Decline to provide the owner-requested euthanasia service to treatable animals and will instead either accept and treat those animals, provide resources so the owner so they can keep and treat their animal, or refer the owner to another organization that will assist the pet owner, so they can treat the animal.
5. Offer private owner-requested euthanasia (including pet-owner witnessed euthanasia, when requested with regard to non-aggressive animals only) as a service at the County Shelter, if the animal is deemed unhealthy and untreatable, or aggressive.

P. Documentation

Contractor will:

1. Accurately complete, sign, and submit all necessary documentation of compliance in a timely manner.

Q. Adoption of animals

Contractor may:

1. Arrange adoptions onsite at the County Shelter to reduce the length of stay for animals and have other approaches to adoptions such as transferring animals from the County Shelter and moving them to their non-profit shelter or partner organizations for adoption. There is no set number of animals that need to remain up for adoption at any point in time at the County Shelter.

Contractor will:

2. Ensure that the public cannot come into contact with, or view, bite quarantine animals and aggressive animals that are considered a danger to the public.

IV. FIELD SERVICES

A. Respond to field service calls

Contractor will:

1. Respond to calls for Animal Field Services 24 hours a day, 7 days a week, 365 days a year as set forth in the below-described priority listing, unless otherwise noted below. Notwithstanding any other provision herein, Contractor shall respond on holidays and after regular business hours (9pm-7am) to call Priority 1 and 2 categories. If no calls in those priorities are pending the staff Contractor will respond to Priority 3 and 4 calls.
2. Contractor may receive and accept requests for service in person, via phone, email, text message, voicemail or fax. Contractor will have policies and processes in place to ensure that text messages, emails, voicemails and faxes are monitored and retrieved in a routine and timely fashion.

B. Priority for Field Activities

1. **Priority 1:** Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:
 - a) Imminent threat to a person by an aggressive domestic, exotic or wild animal
 - b) A Public Safety agency request for immediate assistance
 - c) Possible rabid animal
 - d) Aggressive dog at large, or an aggressive dog that could cause harm to a human or an animal (e.g., an aggressive dog breaking out of a yard or has access off the property)
 - e) A dog that has bitten a human or that has attacked another animal and that remains at large
 - f) Major injury to dog, cat, or domestic animal
 - g) An animal in hot car or an animal that is otherwise in immediate danger
 - h) Dangerous animal permit violation that has occurred and the same animal remains a threat to person or property
 - i) Animals at large causing a traffic hazard (including livestock)
 - j) Rescue animals when the animal's life is in danger
 - k) Dogs harassing livestock if the livestock's life is in danger
 - l) When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.
 - m) Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to

handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved.

2. **Priority 2:** Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

- a) Dog, cat or domestic animal sick, or with minor injury
- b) Sick or injured wildlife
- c) All non-threatening Dangerous Animal permit violations
- d) Dog or cat in trap
- e) Animal in custody (stray confined)
- f) Pack of dogs
- g) Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays)

3. **Priority 3:** Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

- a) Animal at large (non-aggressive and non-threatening) in violation of local ordinance
- b) Rescue animals when the animal's life is not in danger
- c) Reports of animal bites or attacks where there is no longer an animal at large which is an immediate threat to persons or property.
- d) Dead animal pick-up
- e) Animal bite quarantines

4. **Priority 4:** Respond without unnecessary delay within 24 hours of receipt of the call from the reporting party:

- a) Stray patrol request
- b) Owned animal for relinquishment (based on special circumstances or special hardship situation)

5. **Priority 5:** If there are no calls pending in the other priority categories:

- a) Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.

6. Ensure that Animal Control and Humane Officers shall impound stray or confined dogs and cats and return them to the owner in the field, or transport to the animal to the shelter, as deemed appropriate by the Officer.

7. Provide a master schedule for Animal Control staff.

C. Enforcement of state and local animal control laws; Municipal code violations

Contractor will:

1. Enforce all County and City ordinances pertaining to animals as outlined in Chapters 6.04, 6.12 and 6.16 of Title 6 of the San Mateo County Ordinance Code and enforce state statutes where applicable, except for number of animals per household or barking dogs, which are referred to the respective overseeing agency (code enforcement or law enforcement).

2. **Uniform Ordinances and Citation Authority.** County shall encourage the Participating City jurisdictions shown on Exhibit D to adopt and maintain animal control ordinances and fee schedules that are materially equivalent to the County's animal control ordinance and fee schedule. The animal control ordinances for all jurisdictions shown on Exhibit D should be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the city limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

3. Enforcement of city ordinances which differ materially from the County ordinance need not be enforced by Contractor unless Contractor agrees that the ordinance does not conflict with its mission, and the city and Contractor mutually agree on the cost of services. Participating Cities agree to provide notice to Contractor of any changes to their City codes that would relate to additional or different Contractor responsibilities under this Agreement.

4. Upon request by a Participating City, the County, or residents of a Participating City or the unincorporated County, investigate complaints of animal related public nuisances, to those ordinance code violations enumerated in Chapter 6.04 of Title 6 of the San Mateo County Ordinance Code and similar city ordinances, with the exception of complaints regarding barking dogs.

D. Citations

Contractor will:

1. Develop a voidable animal license citation process for license violations, that affords the animal owner 30 days in which to register for a license and have the citation voided. Specifically, on all complaints involving stray or loose animals, municipal complaints and quarantines etc., if the animal owner living in San Mateo County does not have their animal licensed in San Mateo County, the Animal Control Officer ("ACO") will issue a voidable license citation to the animal owner.

2. Ensure that ACO/Humane Officers issue administrative and non-administrative citations for City, County or State violations. Written warnings can be issued for first offense minor violations only if the ACO/Humane Officers follow up within two weeks to ensure compliance with the written warning.

3. Record all citations and written warnings in the Chameleon (or any successor system) software system.

E. Impoundment of animals

Contractor will:

1. Impound all dogs caught at large, scan all dogs and cats, that are safe to handle, for microchips in the field and provide for field return to owner as deemed appropriate by the Animal Control Officer.

2. Except when responding to a Priority 1 or Priority 2 call or when responding to a Priority 3 or Priority 4 call in order to meet expected response times, ensure that when Animal Control Officers observe a violation of the Participating City or County ordinance, the Animal Control Officer will stop, contact the animal owners, and take appropriate actions, such as a written warning for first offense, or the issuing of a citation for subsequent violations.

3. Investigate and follow up with impoundment, citation, search and seizure warrant for animal bites, vicious/dangerous animals, and attacks in conjunction with respective City Attorney or County Counsel and/or County District Attorney.

4. Contractor shall impound animals in the regular course of its enforcement of City and County ordinances as necessary to protect the safety of persons and property, or the animal. In addition to its ordinary impoundment responsibilities under this Agreement, if Contractor receives a specific request from a City and/or County law enforcement agency, Contractor shall promptly impound any animal, whether the animal is on public or private property. Contractor shall obtain any necessary consent or warrant as required by law for all impoundments. In exigent circumstances, in which a warrant is not required because personal or public safety is at imminent risk, Contractor shall impound the animal immediately. However, in the event that Contractor determines that a warrant is necessary for the impoundment, Contractor shall promptly seek such warrant and take all steps necessary to ensure that the animal is secured in such a manner that it poses no threat to the safety of any person pending the impoundment.

In those limited situations in which Contractor reasonably believes that there is no violation, seizure is unlawful and there are no grounds for seeking a warrant despite the request by City or County law enforcement, Contractor's President and/or legal counsel shall promptly discuss the legal and factual basis for Contractor's determination with the Chief of Police or designee of the respective City (or County Sheriff or designee if applicable) and the County Animal Control Manager or designee, if available within one hour. If the City or County representatives are not available and/or there is still disagreement, and City or County law enforcement still requests impoundment, City or County law enforcement will seize the animal, and Contractor with thereafter take custody of the animal and impound the animal at the shelter. In these situations only, if the City or County law enforcement officer believes that a warrant should be applied for, but Contractor does not believe there are grounds for such warrant, the law enforcement officer shall supply the affidavit for such warrant and, at the request of the City or County law enforcement officer, Contractor shall seek the warrant from the court.

5. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority from the owner to pick up the animal (and such authority has been directly conveyed to Contractor from owner), appears at the Contractor's facility, and pays the relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal. Fees may be billed under certain circumstances as outlined in Exhibit A. - VI. Operations – D. Administration – 1 Financial Systems.

F. Transport of sick, injured animals

Contractor will:

1. Ensure the transfer of any injured or sick animals to the animal shelter or veterinary emergency hospital, or ensure that the owner (if present) of the animal seeks medical treatment.

G. Field euthanasia

Contractor will:

1. Ensure that if euthanasia is necessary for a sick or injured wild animal while it is in the field, the euthanasia shall be conducted by trained personnel with necessary equipment. This service shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

H. Investigations for animal bites, dangerous & vicious animal cases

Contractor will:

1. Conduct thorough investigations of dangerous or vicious animals, which shall include interviewing witnesses, collecting evidence, writing reports, taking photos, requesting related information and securing search warrants to impound a vicious or dangerous dog, making initial designations as dangerous or vicious, and testifying at hearings. This investigation should be completed, and the report and all supporting information presented to the County, at least three (3) calendar days ahead of the scheduled hearing. Contractor, pertaining to Contractor's duties as outlined herein, will follow the applicable County and Participating City ordinances.
2. Investigate municipal code violation complaints within the jurisdictional boundaries of the Participating Cities and the unincorporated County pertaining to Contractor's duties as outlined herein. This includes, but is not limited to, interviewing witnesses, collecting evidence, taking photos, writing reports, requesting related information and securing search warrants, issuing citations, and participating in hearings or court proceedings as needed for potential impoundment and/or prosecution. Officers will work closely with the City Attorney or County District Attorney as applicable.

I. Removal of dead animals

Contractor will:

1. Remove dead animals from the public right-of-way, except freeways and/or highways, which are maintained by CALTRANS.
2. Remove stray dead domestic animals from private property for no charge.
3. Remove owned domestic dead animals at the request of owner with a charge to the member of the public requesting the service, as set forth in the Fee Schedule. All such fees collected by the Contractor shall be remitted to the County.
4. Pick up and dispose of any dead animal on any street, sidewalk, school, or other public property.
5. In cases where animal contact meets the criteria for rabies testing, pick up dead or live wildlife on private property. In cases where animal contact meets the criteria for rabies testing, the Contractor will follow the rabies testing protocol.

6. Dispose of dead wildlife or domestic dead animals that are brought to the shelter. If a commercial wildlife removal or pest company wants to dispose of dead animals, they will have to enter into a contract with the County to pay for disposal fees.

7. If Contractor is unable to safely remove a dead animal, Contractor will hire a qualified third-party using contract funds to remove the dead animal.

J. Quarantine of animals

Contractor will:

1. Quarantine biting animals and enforce State Codes, California Rabies Compendium, and County guidelines relating to rabies control. This includes providing state-mandated rabies clinics.
2. Work with San Mateo County Health to jointly determine when an in-home bite quarantine is appropriate and will be made available.

K. Dispatch

Contractor will:

1. Provide radio dispatching to the field between the hours of 8:00am and 6:00pm on Monday through Friday and 8:00am and 5:00pm on Saturday, Sunday, and Holidays.
2. County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 5:00pm and 8:00am Saturday, Sunday, and Holidays. The Contractor will pay the annual cost for County Radio Dispatch using funds paid to Contractor pursuant to this Agreement.
3. Have a system for phone calls to roll to another person in order to answer calls from the residents for the County. If there is more than one (1) Dispatcher on shift, the phone lines will be set up so the calls coming in roll between the multiple phones.
4. Have a line for law enforcement, fire, and other government officials to call on at all times when the contractors dispatch is open if they need service from the Contractor.
5. County shall maintain County-owned radio equipment as denoted in Attachment M County-Owned Radio Equipment.

V. VETERINARY MEDICAL SERVICES

A. Provide veterinary care for animals

Contractor will:

1. Make medical decisions that balance both the best interest of the individual animals requiring treatment and the County Shelter population.
2. Ensure that the County Shelter medical services include, but are not limited to: animal exams, vaccinations, microchipping, dispensation of medications, disease prevention, surgeries (e.g. enucleations, amputations and wound repairs), emergency care of injured animals, euthanasia and coordination with other local, state and national agencies.

3. Ensure that Contractor's veterinary medical staff regularly monitor the status of individual animals and the population as a whole.
4. Have and apply written disease prevention and response policies and procedures. Disease response procedures should include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense and resources available.
5. Ensure that there is preventive health care appropriate for each species and include protocols that strengthen resistance to disease and minimize exposure to pathogens.
6. Ensure that medications and treatments are only administered with the advice of a veterinarian or in accordance with written protocols provided by a veterinarian, and all drugs are dispensed in accordance with federal and state regulations.
7. Whenever possible, ensure all veterinary care and treatments are recorded in Chameleon (or any successor system).
8. Microchip and spay/neuter all animals for adoption prior to pick up by new owner, as required by law, unless a veterinarian determines the procedure is not safe for the animal's health to be performed.
9. Have written policies regarding care and treatment of injured and sick animals and that are in alignment with State or local laws and address.

B. Veterinarian medical licensing/registration

Contractor will:

1. Maintain current premise permits and meet all veterinary licensing requirements as specified by the California Veterinary Medical Board and California and federal law.
2. Maintain licensure to dispense and supply shelter and field services staff with the controlled substances necessary for performance of field captures and euthanasia, including the monitoring and security of such substances.
3. Ensure that veterinary staff meet certification and/or license requirements set forth by the State of California. Staff includes veterinarians, registered veterinary technicians, and other licensed or certified personnel.

C. Medical examination, treatment, and medication

Contractor will:

1. Ensure that the veterinary staff 1) perform a medical examination upon arrival for all sick/injured animals, 2) direct and monitor the care of injured and/or sick animals, 3) adheres to and directs procedures to reduce or respond to the outbreak of infectious diseases, and 4) provide a medical exam for all animals (except those needing emergency care) within 24 hours of arriving at the shelter.
2. Provide for laboratory services including stool examinations, cytology, urine analysis, heartworm tests, FELV/FIV tests, electrolytes measurements, and blood counts, among other testing.

3. Ensure adequate and appropriate administrative controls are in place to monitor medications and medical supplies.

VI. OPERATIONS

A. Personnel

1. Staffing

Contractor will:

- a) Hire personnel that are fully-qualified, authorized, licensed or permitted under applicable State and local law to perform such services.

2. Contract Funding of Staff

Contractor will:

- a) Ensure all shelter, field, facilities and veterinary-related staff and managerial positions funded 100% by the Contract, spend 100% of their time working at the County Shelter, or providing other services to the County and Cities pursuant to this agreement (excluding disaster work, training, or meetings.) If one of these staff member works less than 100% of their time at the County shelter, the percentage of hours worked under the items of this Contract will be documented on a timesheet/time clock. Hours worked at another location will not be charged to Contract funds. If one of these staff members' time is divided between the County shelter and other sites, Contractor shall prioritize services denoted within this agreement. Contractor will include with the monthly invoice a report of the FTE hours worked at the County shelter by these staff members. An organization chart will be sent to the County annually that shows the Contractors entire organization including the percentages of time staff paid by the County shelter.

3. Training

Contractor will:

- a) Annually provide a training plan that includes any certifications required by State laws.
- b) Be responsible for providing fully trained personnel in all aspects of performance, including proper animal care, animal handling, and enforcement procedures and techniques.
- c) Ensure all ACOs complete Penal Code 832 Arrest course or be appointed pursuant to California Corporations Code Section 14502 as Humane Officers, issue citations, receive ongoing training and maintain proper education, experience and/or certification within one (1) year of hire.
- d) Ensure all ACOs pass approved baton training at earliest feasible opportunity. No ACO shall use a baton until trained.
- e) Require all ACOs to be certified to perform euthanasia by injection as defined by California law. All ACOs will complete required training per state law.
- f) Require all staff that perform animal euthanasia to be trained pursuant to State law.
- g) Require staff members that have access or review documents, such as bite reports and human medical records, to complete HIPAA training.

4. Volunteer Program

Contractor will:

- a) Have an active volunteer program to support the Animal Care and Control program and related activities. The County encourages the use of volunteer support in all aspects of the program unless prohibited by State law. The volunteer program will be guided by policies and procedures similar to those for Contractor's employees.
- b) Contractor should work to increase the volunteer to staff ratio as may be deemed appropriate by Contractor for specific programs.
- c) Carry insurance on volunteers, including coverage for volunteers at the shelter including but not limited to their interaction with animals.
- d) Outline how they will recruit and coordinate volunteers and assigned activities.
- e) Track volunteer hours and report numbers annually to the County.
- f) Outline which tasks the volunteers will be assigned to complete at the shelter.

B. V.6.4. Vehicles

1. Acquiring /Replacement

Contractor will:

- a) Utilize funds paid to Contractor pursuant to this Agreement to acquire or replace vehicles.

2. Vehicle Maintenance and Repair

Contractor will:

- a) Provide proof of automobile liability insurance covering all Contractor staff utilizing vehicles pursuant to this Agreement.
- b) Be responsible for all vehicle maintenance and repairs to be paid out of funds paid to Contractor pursuant to this Agreement.
- c) Utilize and maintain existing and replacement vehicles assigned for animal control activities.
- d) Provide a quarterly maintenance and repair report listing all vehicles and the service received.
- e) Ensure all vehicles receive routine maintenance as required by the manufacturer.
- f) Maintain all of the vehicles such that they remain in a safe, professional condition at all times. Records must be kept on all maintenance problems and mileage.
- g) Keep vehicles in good repair and ensure that there are no dangers to animals inside the vehicles that could cause injury such as sharp edges, gaps in doors etc.
- h) Clean and disinfect after an animal has been transported in the vehicle.
- i) Ensure all vehicles are kept clean on the inside and outside.

C. Procurement

1. Inventory

Contractor will:

a) Maintain and provide to the County, within thirty (30) days of execution of this Agreement, a current inventory of all equipment paid for with non-contract Funds owned by Contractor or paid for in part with non-Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more. Provide to the County, within six (6) months of signing the Agreement, an inventory of all durable equipment purchased using contract funds and having a current fair market value of \$1,000 or more.

2. Computer Hardware and Software

Contractor will:

a) Be responsible for the provision and replacement of County-owned hardware and software using contract funding, grants or private funds as long as all of the computer hardware located in the County Shelter purchased using contract funds is considered the property of the County. Items owned by the County will be listed in the annual inventory.

b) Maintain an inventory of purchased hardware and software.

c) Be responsible to provide server, internet connectivity and equipment to operate all computers within the shelter. This will include the set-up of the service for the equipment.

3. Operating Supplies

a) The Contractor shall be required to purchase all operating supplies for the purpose of any service provided under the terms of the contract with contract funds, County-directed donations or other funding sources directed solely to the County Shelter; the supplies will be and remain the property of San Mateo County.

b) County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

D. Administration

1. Financial systems

Contractor will:

a) Have in place a process and have the capability to provide billing and provide activity reports to the County.

b) Contractor will not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority (such verbal authority having been conveyed to Contractor directly from owner) to represent the owner, appears at the Contractors facility, and pays all applicable impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Exceptions may be made where efforts to collect said fees would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility. Contractor will alert the program manager of Animal Control and Licensing regarding the threat of harm to the staff.

c) Contractor will require license fees to be paid before the animal leaves the shelter.

d) Contractor will bill the responsible party if it is reasonably determined that they cannot pay the required fees at the time an animal is released. Contractor will use every effort to confirm that the responsible party is unable to pay fees. In the case of unaltered dogs, cats and

rabbits, fees will only be billed provided the responsible party agrees to have the animal spayed or neutered prior to the animal being released from the shelter.

e) Fees will only be transferred to the County for billing as a last resort. Any time a responsible party is billed, the responsible party shall be provided a detailed and clear itemized list of fees, as well as a letter on San Mateo County Health Department letterhead explaining how to pay owed fees and the potential for collections actions to follow.

2. Financial Audit & Operational Audit

Contractor will:

a) Provide periodic updates on the annual external audit process, including information on the process which will be used to ensure the completion of audits. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

b) Annually hire an independent auditor, who will conduct a fiscal year audit of all expenses and revenues and services noted above. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Agreement.

c) After completion of the audit, allow County or City personnel, or consultant to speak directly with the auditors in a joint session with Contractor.

d) Contractor shall use all commercially reasonable efforts to achieve economy, efficiency and effectiveness in performance of the services provided. Contractor and County will meet on occasion, as requested by County, but not to exceed more than once per year, to consider revisions which may be needed to the reporting forms created to document performance of the services provided. At any time during the term of this Services Agreement, but not to exceed one time annually, County may request, and Contractor shall provide additional detailed information concerning services performed under this Agreement for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS).

e) At any time during normal business hours and as often as the County may deem necessary, allow the County and/or representatives of the County to observe all Contractor's staff and volunteers in all areas of the County Shelter operation. County/City and/or representatives/contractor shall reasonably conduct themselves so as to not impede regular operations or functions. At no time will the County/City and/or representatives/contractor of the County direct the work of any Contractor staff in any manner.

f) At any time during normal business hours, with 24-hour notice from the County, and as often as County may deem necessary, provide to the County and/or representatives of the County records for examination with respect to all matters covered by this Agreement. Any records (e.g., personal employment) that would require notice to interested parties, shall be so noticed to the extent required by law prior to disclosure. Notice to Contractor shall not be required if the County has evidence of fraud or other misuse of contract dollars on the part of the Contractor; provided, however, that Contractor does not waive any privacy rights that individual employees may have. Nothing in this Services Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of information unrelated to the Services Agreement without the prior written consent of Contractor.

3. Documentation

Contractor will:

- a) Maintain for at least four (4) years after contract termination, and provide to County, or any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Services Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
- b) Maintain for at least four (4) years after contract termination, and provide to County as requested records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed animal; and fees, charges and proceeds charged and collected for redemption. Contractor will provide information regarding adopters and fees for those animals adopted at the County Shelter. Contractor shall record all vaccinations.
- c) Maintain a complete record on each animal within the Chameleon (or any successor system) database.

4. Quality Improvement

- a) Contractor shall have a Quality Improvement program to ensure maintenance of key documents, reporting, scheduling services and activities, staff performance, and customer service.

E. Public services

- 1. Contractor agrees to convene a Participating City Managers' or Police Chiefs Group at a minimum of once per year over the term of this Services Agreement.
- 2. Contractor shall convene an annual meeting with Contractor's Board of Directors, President of the organization, and a committee of Participating City and County elected officials upon request, at a minimum of once per year during the term of this Services Agreement to review work covered herein.
- 3. Contractor agrees that the President, Senior Vice President of Operations, Senior Director of Operations will meet monthly with the Program Manager of Animal Control and Licensing.
- 4. When the County responds to a public records request, it will also provide an exact copy to Contractor of the documents disclosed to the member of the public.
- 5. Contractor agrees to present an annual report and supporting documentation to the Board of Supervisors that addresses the performance of the contracted services set forth in this Agreement.

6. Public services include, but are not limited to: staffing the call center, providing and running a website, reunification of lost animals with owners, animal adoptions, animal transfers to partner organizations, adoption promotions, licensing services, vaccination and microchip clinics, media inquiries, citizen complaint resolution, public education and outreach, utilization of volunteers, and coordination with other local, state and national agencies. Services also include the proper collection and handling of financial transactions associated with fees, fines, donations, and contract payments.

7. Contractor will provide quarterly communication updates to the County and Cities for public release on their websites and within social media. This should include any information for residents on services provided by the Contractor.

Contractor will:

8. Issue animal licenses and or required permits and collect applicable fees for dogs and cats that are encountered at the County shelter.

9. Provide public hours at the County Shelter as follows: Shelter will be open 7 days a week with a minimum of 8 hours per day Monday-Friday (e.g. open 11:00AM-7:00PM) and 6 hours (e.g. open 11:00AM-5:00PM) per day on Saturday and Sunday. The shelter can be closed on major holidays (see attachment L – Peninsula Humane Society Holidays), provided, however that on such holidays, Contractor shall maintain the minimum staff necessary to care for the animals and respond to field activities. Shelter will be cleaned by 11 am and ready for public to enter during business hours.

10. Provide method(s) for customers to find and claim lost pets through the Contractor's website, call center, notification by mail and telephone.

11. Promote adoptions and licensing through a variety of outreach strategies, including public education and outreach opportunities that contribute to increasing the live release rate and decreasing pet overpopulation.

12. Ensure customers are provided with exceptional customer service by achieving a positive customer satisfaction rating according to a survey to be developed in conjunction with County approval and administered annually. The survey must include a customer feedback component to ensure continuous improvement.

13. Develop and maintain acceptance, tracking and resolution procedures for customer service complaints received regarding Animal Services. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. County will be advised for sensitive or unusual complaints.

F. Provide monthly low-cost vaccination clinics at the shelter

Contractor will:

1. Hold at least one (1) monthly low-cost vaccine clinic at the County Shelter for the residents of San Mateo County. The Contractor shall sell licenses at the monthly low-cost vaccine clinics and all fees collected at the clinic will be remitted to the County.

G. Issuing licenses

Contractor will:

1. Provide online information on how pet owners can license their pets to include locations for purchase and web addresses.
2. Issue replacement tags to dog owners whose license tags are lost, stolen or damaged, for applicable fee.
3. License and/or issue required permits and collect for County all applicable fees for all dogs and cats that are encountered at the County Shelter as required by applicable ordinance.
4. Issue a one (1) or three (3) -year option for dog licenses to the general public as required by applicable ordinance/law and collect applicable fees for County.
5. Provide an online option on the Contractor's website (<https://www.petdata.com/> URL link to the County's current subcontractor, PetData, Inc.) to license or renew animal licenses.
6. Properly handle the collection, deposit, remittance, and refund of all money associated with service fees, fines, and contract payments.
7. Collect all fees documented in the ordinances.
8. Contractor shall remit to the County monthly any and all fees collected, pursuant to ordinance, as well as, vaccine and microchip clinic fees, and animal licensing fees.

H. Software

Contractor will:

1. Utilize the Chameleon (or any successor system) software and database animal sheltering information system for the purpose of tracking all animal intakes and dispositions, behavioral notes, all medical conditions and treatment (with the exclusion of some medical notes that are unable to be added to the database and can be handwritten), notes made by volunteers may be hand written, animal control field activities, animal control citations and written warnings, animal bites and bite quarantines and other data relevant to the management of the animal services operation. Contractor shall provide copies to the Participating Cities/County or contractor all written notes as well as data within the Chameleon (or any successor system) software upon request.
2. Be responsible for paying all of the Chameleon (or any successor system) software system fees for work related to the contract, including the County licenses, using contract funds. The Chameleon (or any successor system) license will list San Mateo County and Peninsula Humane Society & SPCA as the database owners. In the event of contract termination or expiration, each party shall receive an exact copy of the database information, and if any technical problems arise regarding that goal, each party agrees to use best efforts to achieve this result.
3. Ensure the "adoption" outcome in Chameleon (or any successor system) shall be utilized for private individuals who have adopted a pet with the intention that the animal is to be their permanent pet or the permanent pet of their friend, partner or relative. The "transfer" outcome in Chameleon (or any successor system) shall be utilized for Partner Group organizations and their designees that plan to temporarily hold the animal until it can be adopted to a private individual or that plan to provide a hospice type service for the animals.

4. Ensure every live animal goes through an intake process where a photo and description of each animal is added to the Chameleon (or any successor system) database. Core vaccinations, deworming and any necessary flea treatment for animals to be sheltered shall also be administered and documented in Chameleon (or any successor system) during the intake process. The photos of all stray animals impounded at the County Shelter shall be made available for viewing by the public on the Contractor's lost and found website page during the stray hold period. The photos of all adoptable animals past any necessary stray hold period kept at the County Shelter shall also be made available for viewing by the public on the Contractor's website.

5. Ensure all owner contact information and attempts to contact the owners of animals wearing a license or identification tag, a microchip or any other kind of identification must be recorded in Chameleon (or any successor system). Behavior notes and all other information regarding the animal shall also be recorded in Chameleon (or any successor system).

6. Contractor will record in the Chameleon database Activity Record field responses with staff going on scene to the location of the activity differently than they will non-field responses, such as leaving phone messages, phone conversations, radio conversations, mailing letters, or any other activities performed when staff is not physically on the scene of the location of the activity. Recording field and non-field responses differently will allow accurate response reports to be generated. Response time reports for the City/County will only include field service calls when field staff is dispatch to a scene to handle a priority 1-5 call. It will include the time call was received, time dispatched, time the staff arrived on the scene and time the staff cleared the scene and what action the staff took.

7. Ensure all dogs, cats, puppies and kittens in a litter, weaned or not weaned, shall always be provided with an individual animal ID number in Chameleon (or any successor system) that is counted in both intake and outcome statistics.

I. Disaster response

Contractor will:

1. Coordinate with County in the event of a disaster/declared state of emergency.
2. Provide assistance to residents, local law enforcement, fire agencies and the County of San Mateo Office of Emergency Services to evacuate, shelter, and care for animals in the event of a disaster.
3. Be activated by the County's office of Emergency Services in accordance with the County's Incident Command System.
4. Work with other groups within the County during a disaster to ensure animals are safely evacuated and proper care is provided.
5. Ensure that staff or a third-party organization is available to respond to a disaster and are trained in the handling and care of all animal species within the County.
6. Ensure that each staff member responding to the disaster completes necessary FEMA forms.
7. Participate in a minimum of one (1) full-scale disaster exercise with San Mateo County Health or the Office of Emergency Services annually.

8. When staffing is available, supply 1-2 staff members during disasters that can rotate into the emergency operations center as needed by the County.
9. Ensure that all staff and volunteers responding to the disaster have completed ICS 100 & 700, as well as trained to the animal care and handling standards of the Contractor.
10. Train with other non-profits and groups in the County on evacuations, sheltering set ups and communications during a disaster, etc.

J. Mutual Aid

Contractor will:

1. Respond during a disaster in other Counties when requested by the San Mateo County Emergency Operations Center. Shelter and Field services must continue to operate in San Mateo County when providing support to other jurisdictions. Contractor shall use reasonable efforts to make staff available to assist with mutual aid, as requested and, when the Contractor reasonably determines that it is unable to do so, shall promptly provide a detailed written explanation of why it is unable to do so.
2. Contractor will work directly with San Mateo County Health and EOC during a disaster for mutual aid needs or supplies.

K. Recovery

Contractor will:

1. Work with animal owners on the pickup of their animals that have been cared for during the disaster. Thirty (30) days of Shelter fees can be waived by Contractor due to the disaster and include documentation in the database. If that animal needs to be held longer and more fees should be waived, Contractor will get approval from the County.
2. For those animals that owners wish to relinquish, the Contractor will look at alternative placement options for the animals such as adoptions, foster homes, or partner groups.
3. Plan Continuity of Operations Plan (COOP)
4. Within six (6) months of signing the agreement, Contractor will create a COOP for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services. Plan to be provided to the County annually.

VII. REPORTING

Provider will provide the following reports as specified within the required time period.

Monthly Reports	DUE
1. Live animal intake kennel statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife, Intake type, including owner-surrender, confiscated, stray, owner-requested, Outcome, adoption, reclaim, transfer, euthanasia, died, missing, owner-requested	Upon Invoicing

euthanasia, etc. by Jurisdiction and summarized	
2. Dead animal statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife	Upon Invoicing
3. Field pick-up and drop-off: Jurisdiction and summarized, Patrol calls and response times by priority to include jurisdiction of the call and outcome	Upon Invoicing
4. Field activities response times are to be calculated from the time of the call for field service to when the Animal Control Officer arrive on the scene of the field activity. Report should include the minimum time, maximum time, average time, targeted time percentage per priority, both summarized and by jurisdictional location, and results.	Upon Invoicing
5. List of citizen complaints by jurisdiction and category, timeline for resolution, and associated outcome.	Upon Invoicing
6. Number of citations issued, categorized by ordinance and jurisdiction.	Upon Invoicing
7. Number of voidable license citations issues and number voided with the purchase of a license.	Upon Invoicing
8. Revenues collected by jurisdiction and type and summarized.	Upon Invoicing
9. Financial reports reflecting budget to actual comparison information for revenues and expenditures by line item. As an addendum to the financial report, a narrative outlining any foreseeable issues or operational changes that the Contractor believes may be necessary for approval by the County.	Upon Invoicing
10. Staff report on FTE percentage of hours spent at the County shelter.	Upon Invoicing
Quarterly Reports	Due
1. License sales performed by Contractor by species and type and jurisdiction with summary.	Upon invoicing for January, April, July, October
2. Rabies vaccination and microchipping clinics statistics, with summary of total vaccinations administered by species and type.	Upon invoicing for January, April, July, October
3. Dangerous & vicious animal cases by jurisdiction and outcomes.	Upon invoicing for January, April, July, October
4. Animal Control/Humane Officer training	Upon invoicing for January, April, July, October
5. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Upon invoicing for January, April, July, October

6. Maintenance and repair report listing all vehicles and the service received.	Upon invoicing for January, April, July, October
Annual Reports	Due
1. All monthly and quarterly statistics listed above compiled for an annual summary of animal statistics	Prior calendar year upon invoicing for February
2. Medical services staff training--list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
3. Field officer training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
4. Animal care staff training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
5. Annual dog and cat statistics in basic matrix format, including live release rates and the live release rate formula used.	Prior calendar year upon invoicing for February
6. Annual financial audit statement.	December 31st of the current year
7. Customer satisfaction rating survey results.	Prior calendar year upon invoicing for February
8. A Continuity of Operations Plan (COOP) for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services.	Prior calendar year upon invoicing for February
9. A written cost allocation methodology procedure. Methodology should consist of items such as how direct services, such as field and shelter personnel and supplies, cost are distributed vs administration personnel that may be used for other than County contract related services, if applicable.	Prior calendar year upon invoicing for February
10. A list of all current employed personnel by position paid for in full or part by the Contract with the salary/benefits and percent of FTE for each.	Prior calendar year upon invoicing for February
11. Personnel Organization chart with the percentage breakdown of FTE positions and number of FTE's. For those personnel whose responsibilities extend beyond the contract, the organizational chart will indicate the percent of full-time equivalence assigned to each staff member for the contract that will be correlated with the amount funded by the contract.	Prior calendar year upon invoicing for February
12. Detailed budget narrative outlining estimated revenues and expenditures for operating and capital needs, explanation of operational and financial changes requested from the prior year, major operation strategy shifts, and any other items necessary to provide the County with an understanding of the proposed spending plan for	Current fiscal year upon invoicing for August

the following year.	
13. Current policy and procedures (SOPs).	Prior calendar year upon invoicing for February
14. Contractor will notify the County by January 31st of each year the number of bite quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three (3) calendar years and include data on in-home vs. shelter. Contractor will provide statistical information to the Animal Control & Licensing Manager sufficient to allow for completion of the Local Control Rabies Activity Report required by the State of California. The past years rabies information to be provided to the County no later than February 15th of each year.	January 31 st and February 15 th for prior calendar year
15. Provide the County with an inventory list of County owned equipment.	Prior calendar year upon invoicing for February
16. Number of spay/neuter surgeries provided to San Mateo County residents, transfer partners and shelter animals, number of spay/ neuter surgeries provided to residents outside of San Mateo County, divided by category, and total spay/neuter surgeries.	Prior calendar year upon invoicing for February
17. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Prior calendar year upon invoicing for February
18. Number of volunteers, hours and tasks performed.	Prior calendar year upon invoicing for February
19. Provide the County with an itemized list of all County fees collected.	Prior calendar year upon invoicing for February
20. Number and type of disaster trainings conducted, both within their organization and with other groups in the County.	Prior calendar year upon invoicing for February
21. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.	Prior calendar year upon invoicing for February

VIII. PERFORMANCE MEASURES

Incentive Performance Measures

1. 85% of stray and owner-surrendered animals that go through their stray hold will be moved to a positive outcome within three (3) weeks of entering the shelter. Detailed description of reasons for not meeting this objective is required for animals not moved within three (3) weeks (with the emphasis looking to improve the positive outcome over the duration of the contract). Dangerous animals, quarantined animals and animals in protective custody are excluded.
2. 95% of rabies specimens will be delivered to the San Mateo County Public Health Laboratory within 48 hours of arriving at the shelter. Detailed description is required in the notes in the Chameleon (or any successor system) software for animals not delivered within 48 hours
3. 95% of all animals entering the shelter will be administered vaccinations, dewormer, and flea control as appropriate for their species.
4. All animals receive a health assessment within 24 hours of the animal entering the shelter.
5. All dogs and cats receive an equitable full behavioral assessment no longer than 96 hours of the animal entering the shelter (not including the day of intake). Detailed description is required for animals not receiving a complete behavioral assessment. Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, and fowl.
6. 95% of all priority 1 calls are responded to within 1 hour of the reporting party calling Dispatch.
7. 95% of all priority 2 calls are responded to within 4 hours of the reporting party calling Dispatch.
8. 90 % of all priority 3 calls are responded to within 18 hours of the reporting party calling Dispatch.
9. 85% of all priority 4 calls are responded to within 24 hours of the reporting party calling Dispatch.
10. Monthly reporting of the number of citations issued to animal owners. A detailed explanation is required for $\pm 15\%$ variation in the measure.
11. Monthly reporting of the number of citations voided due to license purchase.
12. Provide monthly reporting on the number of animals euthanized in the field by species type and jurisdiction.
13. 100% of investigative reports including available witness statements, photos, videos, veterinarian bills, medical bills, bite reports, and police reports to the County within 3 calendar days prior to a hearing, excluding weekends and holidays.
14. 90% of dead animals are removed within 18 hours.
15. 90% of all quarantines will be responded to within 18 hours of the reporting party either calling Dispatch or a faxed bite report being received.
16. Dispatchers answer 90% of calls to Dispatch in less than 2 minutes and have no more than a 10% abandoned call rate.
17. Contractor will report quarterly and annually how many cruelty cases have been investigated and the number of cases sent to the District Attorney or City Attorney for prosecution.
18. All live animals entering the shelter with a non-urgent medical issue are examined by veterinarian/technician within 24 hours. Examinations may be visual for animals that are unsafe to handle. A detailed explanation is required for $\pm 10\%$ variation in the measure.
19. All officers will be trained as per state law within 1 year of hire date.
20. All staff that have access to human medical documents must be HIPAA trained by the Contractor within 30 days of hiring.

21. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. No more than a 10% variance
22. 5% increase in the number of pets receiving a rabies vaccination at monthly vaccine clinic based upon the prior fiscal year's measure.
23. Number of pets receiving a license during the vaccine clinics shall increase 10% each year by using a baseline the prior fiscal year and for each consecutive year throughout the term of the contract.
24. Contractor shall only report out for response times those field activities logged into Chameleon (or any successor system) those that are dispatched to field staff and when they arrive on scene to the location of the activity. If other field services activities, such as phone calls, emails or text messages are logged into Chameleon (or any successor system) they will not be counted in the response time report.
25. Written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

Non-Incentive Performance Measures

26. All received animals will receive a microchip scan. Detailed description is required for animals not receiving a microchip scan
27. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.
28. Contractor will have written policies and procedures on euthanasia with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the shelter system are not euthanized and that such animals are given a positive outcome through redemptions, adoptions and transfers to other organizations.
29. Contractor will have comprehensive written policies and procedures on Field Services. Policies and procedures should include proper care and handling of animals, emergency response procedures, how animals are placed into the vehicle, how officers will keep animals protected from the heat and cold in their vehicle, and standards for cleaning and disinfecting vehicles.
30. Contractor will have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures should include proper care of injured and sick animals
31. All staff that will be euthanizing animals shall be trained per state law prior to performing euthanasia.
32. All staff and volunteers that will be responding to or caring for animals during a disaster shall take the ICS 100 & 700 online classes.
33. Contractor will be 100% in compliance with documentation outlined in this contract of animals entering the shelter. The County program manager of Animal Care and Control may conduct annual reviews of animal records.
34. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Agreement, and allow inspection of same by County at any time with 24 hour notice, as outlined in this Agreement
35. Contractor shall use reasonable efforts to make staff available to assist with Mutual aid, as requested and, when the contractor reasonably determines that it is unable to do so, it shall promptly provide a detailed written explanation of why it is unable to do so:
36. Contractor will have comprehensive written policies and procedures on the Volunteer Program. Contents of the policies and procedures should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, outline allowable and non-allowable activities, and a process for dismissal.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). The county shall pay the contractor in accordance with the following terms:

A. Budget

1. Fiscal Year and Amount
 - a) 2021-22: \$6,189,290.95
 - b) 2022-23: \$6,327,480.28
 - c) 2023-24: \$6,499,455.67
 - d) 2024-25: \$6,674,024.00
 - e) 2025-26: \$6,858,739.01
2. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
3. A detailed proposed budget is included as Exhibit F.
4. An additional amount of \$100,000 annually will be included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:
 - a) Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
 - b) Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
 - c) Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

B. Incentive Money

1. Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.) and Contractor will provide a summary report on how the incentive money was spent.

C. Cost Overruns

1. During any fiscal year of this Services Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, Parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide additional reimbursement for costs overruns without approval of the Board of Supervisors and contracting Cities' representatives.

2. If county or state laws are passed during the term of this Services Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, Parties agree to negotiate in good faith to agree on appropriate reimbursement. If Parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Parties agree to accept the Controller's determination of any increased costs.

3. If current state laws are amended, repealed, otherwise changed or suspended during the term of this Services Agreement that reduce, increase, alter, or remove existing relevant mandates, County may require Parties to meet to discuss possible financial and operational impacts of levels of service per the change in law, including but not limited to any decrease in contract amounts paid to Contractor. If, within 90 days, Parties reach mutual agreement as to how to proceed as a result of the change in law, it shall be memorialized as an amendment to this Services Agreement. If, after no less than ninety (90) days, Parties do not reach mutual agreement as to how to proceed as a result of the change in law, the County Controller will conduct an independent audit. Parties then have the option to accept the Controller's determination. Should Parties decide not to accept the Controller's determination, Parties have an additional thirty (30) days to determine whether they wish to exercise early termination of this Services Agreement, as set forth below. Parties' failure to exercise this early termination option at the end of this thirty (30) days results in this Services Agreement continuing without change or amendment for the duration of the term determined by Section 9 Term and Termination of this Services Agreement. Should either Party chose to exercise this early termination option, the Party shall do so by providing three-hundred-sixty-five (365) days prior written notice to other Party of its decision to terminate.

D. Modifications to the Budget or Payments

1. Any changes to the budget in Exhibit F must be requested in writing to the County no later than February 1 of the prior fiscal year for approval and a possible contract amendment by March of that year.

2. In the event that funds provided under this Agreement are expended prior to the end of the contract term period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

3. In the event that funds provided under this Agreement are not expended prior to the end of a fiscal year, Contractor shall have the opportunity to request funds no later than February 1 of the prior fiscal year to be used in the subsequent 12-month period with clear explanation for how those additional funds would be expended, and the County shall determine what amount of rollover funds will be available by March of the year.

E. Budget Monitoring and Exceptions

1. Revenue accounts shall be established for each service and shall be maintained separately by Contractor.

F. Method of Payment and Invoicing

1. Within 20 business days of the end of each month, Contractor must submit an invoice of actual costs for provision of services provided in Exhibit A for the prior month.

a) For the month of June each year, the following deadlines for invoices exist. Specific dates for each fiscal year close will be confirmed in May of that year.

- (1) June 18, 2022
- (2) June 17, 2023
- (3) June 15, 2024
- (4) June 21st, 2025

For the FY of July 2021-June 2022, Contractor may submit one initial invoice to the County by July 5th, 2021 in the amount of \$500,000 as an advance payment for the fiscal year. The Contractor will reconcile this one-time advance payment on or before the September invoice. a) A similar arrangement for a one-time annual advance payment in July for each fiscal year will be in place.

2. Other than the advance payments in July of each year, which are reconciled by September of each year, Contractor will only invoice for actual costs.
3. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.
4. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is not entitled to payment for work not performed as required by this Agreement

a) Invoices are to be sent to:

Lori Morton-Feazell
San Mateo County Animal Control and Licensing
225 37th Ave, PONY PBH319ACL
San Mateo, CA 94403
650-573-3726
lmorton-feazell@smcgov.org

b) All invoices should reflect the "Staff report on FTE percentage of hours spent at the County shelter" and shall include:

- (1) Total amount of expenses incurred
- (2) A breakdown of those expenses according to budget categories included in Exhibit F
- (3) A payroll report of positions identified in the annual organizational chart
- (4) Associated reports on performance metrics
- (5) A description of any accomplishments or challenges in providing services or changes to service provision.

5. Additional supporting documentation is not required to be submitted with invoices, however, the County can request supporting documentation on demand.

G. Signature Claims Certification and Program Integrity

1. Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.
2. The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to submit the invoice.
3. "Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20____
Signed _____ Title _____
Agency _____"

Exhibit C
Excluded Services

- 1) Enforcement of regulations regarding the number of animals per household.
- 2) Removal and/or disposal of dead marine animals.
- 3) Pick up of baby birds.
- 4) Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.
- 5) Respond to barking dog complaints or animal noise nuisance complaints.
- 6) Respond, whether dead or alive, to marine mammals/fish
- 7) Routine patrol of leash-law enforcement in parks, beaches, and other public places when other priority calls are pending. When there are no priority calls pending, Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places where off leash dogs are not allowed, in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.
- 8) Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit B to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.
- 9) Contractor will not accept animals at the County Shelter facility which belong to non-San Mateo County residents, unless an emergency arises requiring surrender of an animal. The County Shelter may accept stray animals that were found outside of San Mateo County. The Contractor shall attempt to immediately transfer the stray animal to the proper shelter in the County where it was found in a commercially expeditious manner.
- 10) Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders, etc.)
- 11) Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc. Contractor will investigate dog vs. dog incidents at approved off leash dog areas as defined in the Ordinance.
- 12) Investigation of Animal Cruelty cases. This will be funded by the contractor's non-profit organization. Contractor will ensure that the Humane investigators attend an annual training with the District Attorney's office and send a report annually on the number of cruelty cases investigate along with the number of cases sent to the District Attorney for prosecution. In the event that Contractor determines that its donor funding levels have been reduced to the level that it cannot sustain the Cruelty/Neglect program, the parties agree to meet and confer about whether or not to amend this Agreement to allow for County and City cost sharing to support the program, or the County and cities taking over responsibility for the costs of the program.
- 13) Spay & Neutering of Animals being placed for adoptions and low-cost surgeries for the public. This will be funded by the contractor's non-profit organization. Annually a report will be sent to the County that includes number of public and adoptable animal surgeries and number of surgeries performed for County residents and non-residents.
- 14) Care, treatment and rehabilitation of wildlife.

Exhibit D
Contract Areas

The unincorporated County and the following Cities have contracted for services pursuant to this Services Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

Exhibit E
Fees to be Collected for Services Provided

In consideration of the payments set forth in Exhibit B, Contractor shall make every attempt to collect all of the following fees from the responsible party. Contractor has no authority to negotiate, waive, or retain fees.

A. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a weekly basis to the County by the Contractor.

1. Licensing revenue is to be itemized by jurisdiction and category type in a format provided by the County.
- a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

B. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a monthly basis to the County by the Contractor.

1. All redemption charges as shown in San Mateo County Ordinance 6.04.290 (b) with the following limitation:
 - a) Impound charges and board costs for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;
 - b) Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and
 - c) Animal rescue costs on private property.
2. All surrender, euthanasia and dead on arrival disposal fees, as shown in San Mateo County Ordinance 6.04.290 (c).
3. Quarantine fee – Home, as shown in San Mateo County Ordinance 6.04.290 (d).
4. Dangerous Animal Permit – permit, inspection, and signage fees, as shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).
5. Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).
6. Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).
7. Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).
8. Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).
9. Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.
10. Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

C. Uncollectable Fees

1. Contractor has no legal authority to negotiate, waive or retain fees for services unless provided by the applicable ordinance. Contractor shall collect all fees at the time of service or prior to release of impounded animal or release otherwise authorized per this Agreement.
2. Contractor shall use all reasonable efforts to collect the fee from the responsible party at the time the animal is returned to the owner or the owner's representative, and shall not release the animal until fees are paid unless refusing to release the animal would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility.
3. Contractor will provide responsible party with a form provided by the County and agreed to by Contractor. Form will acknowledge debt for services provided by Contractor by executing said form with responsible parties' signature. Parties shall meet when necessary to agree upon the form.
4. If fees remain uncollectable after reasonable efforts, Contractor will send the following to the County on a monthly basis:
 - a) Excel spreadsheet showing the following:
 - (1) *Responsible party's name, address, and telephone*
 - (2) *Service provided and fee charged by Contractor*
 - (3) *Reason Contractor was unable to collect fee at the time of service*
 - b) Itemized invoice
 - c) Returned check, if applicable

Exhibit F
Five-Year Budget (PROPOSED IN RFP)

Entity Name: Peninsula Humane Society						
	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget	Grand
Budget Category	Total	Total	Total	Total	Total	Total
Personnel	\$3,432,241.20	\$3,529,662.03	\$3,635,551.89	\$3,744,618.44	\$3,856,957.00	\$18,199,030.55
Fringe	\$1,120,626.75	\$1,152,434.65	\$1,187,007.69	\$1,222,617.92	\$1,259,296.46	\$5,941,983.48
Operating Expenses	\$1,139,500.00	\$1,162,290.00	\$1,185,535.80	\$1,209,246.52	\$1,233,431.45	\$5,930,003.76
Equipment	\$78,200.00	\$79,764.00	\$81,359.28	\$82,986.47	\$90,058.36	\$412,368.10
Subcontracts	\$387,080.00	\$373,221.60	\$379,486.03	\$385,875.75	\$392,393.27	\$1,918,056.65
Other Costs	\$31,643.00	\$30,108.00	\$30,514.98	\$28,678.90	\$26,602.48	\$147,547.36
Total Expenditures	\$6,189,290.95	\$6,327,480.28	\$6,499,455.67	\$6,674,024.00	\$6,858,739.01	\$32,548,989.91

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

I. DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and

164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

II. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

IV. OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

V. PERMISSABLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

VI. DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form.

This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

- a. Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Business Associate.

Attachment I
Fingerprinting Certification Form

DATE: July 1, 2021

AGREEMENT WITH: Peninsula Humane Society & SPCA

FOR: Peninsula Humane Society & SPCA

Contractor will require records of fingerprinting and background checks for program staff in sensitive positions including animal control officers, humane officers, and staff who treat animals with controlled drugs or perform euthanasia.

NAME: Anthony Tansimore

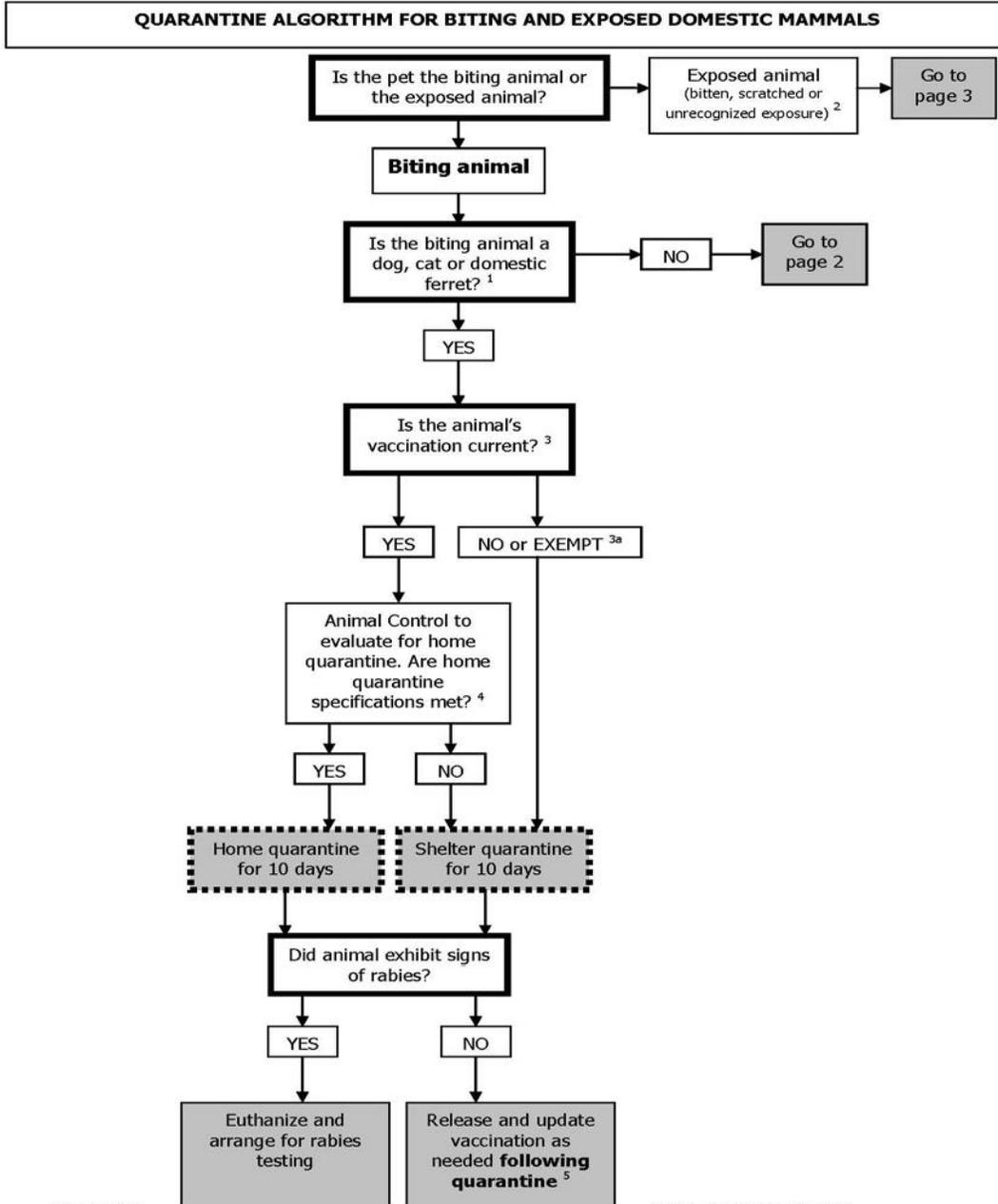
TITLE: President

SIGNATURE:

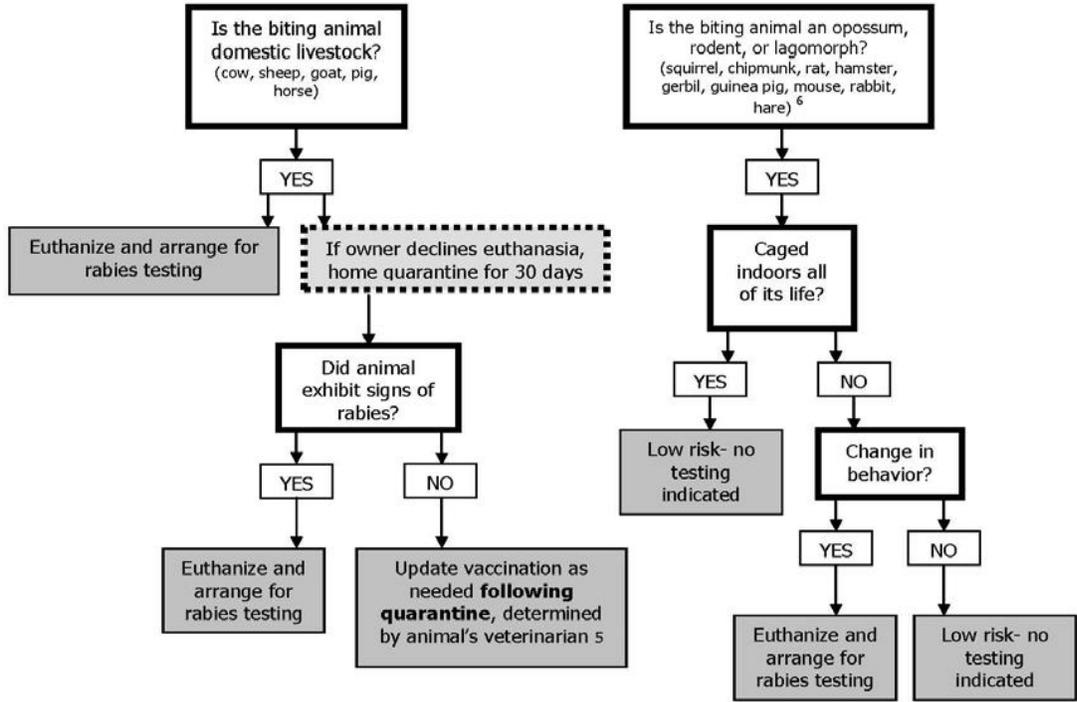
DocuSigned by:
Anthony Tansimore
AF55FF92D70C4C3...

DATE: 5/6/2021 | 4:03 PM PDT

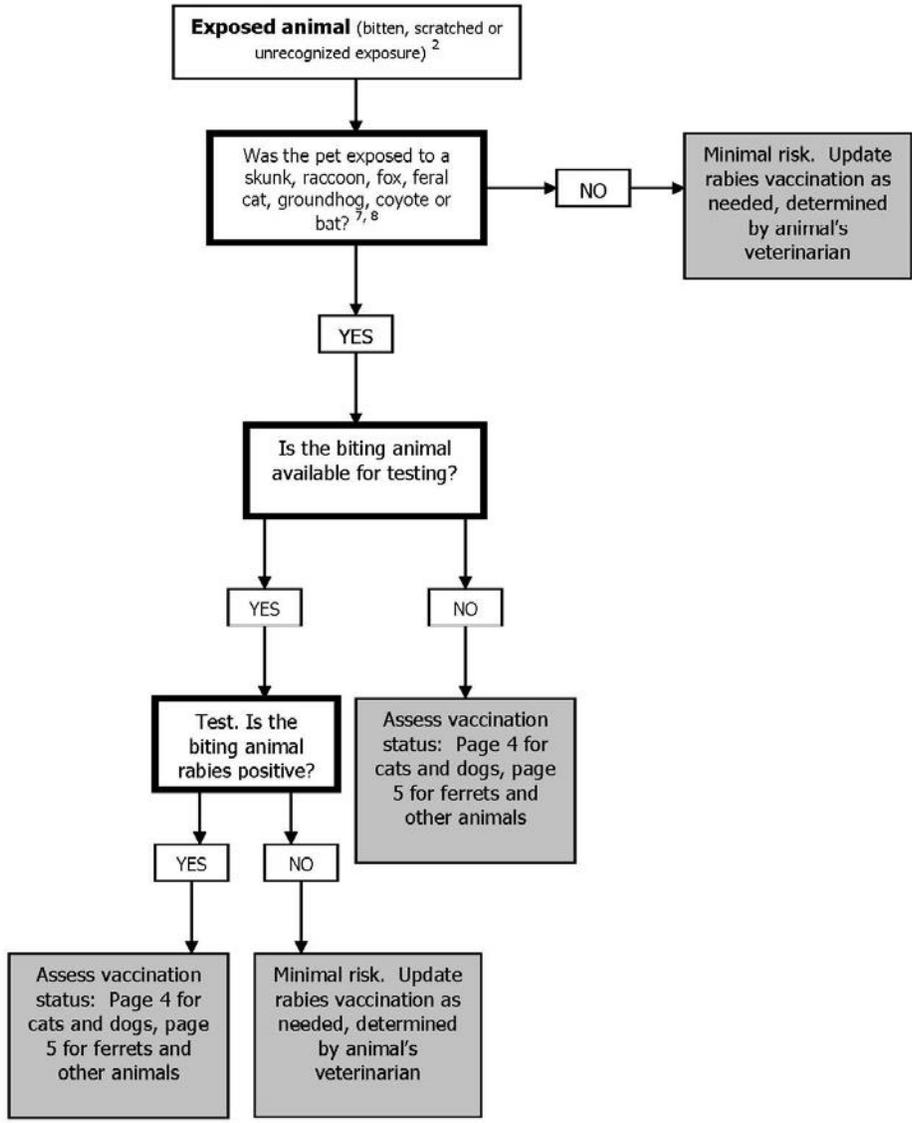
Attachment J Rabies Algorithm



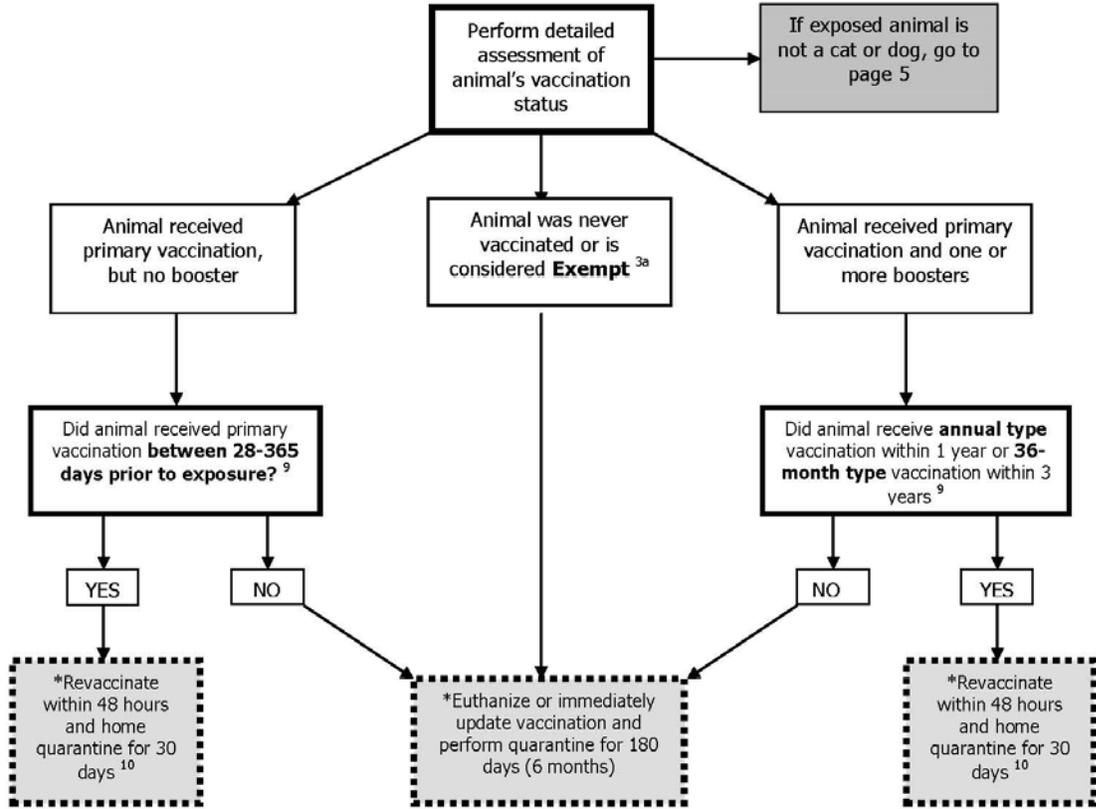
QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS



QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL

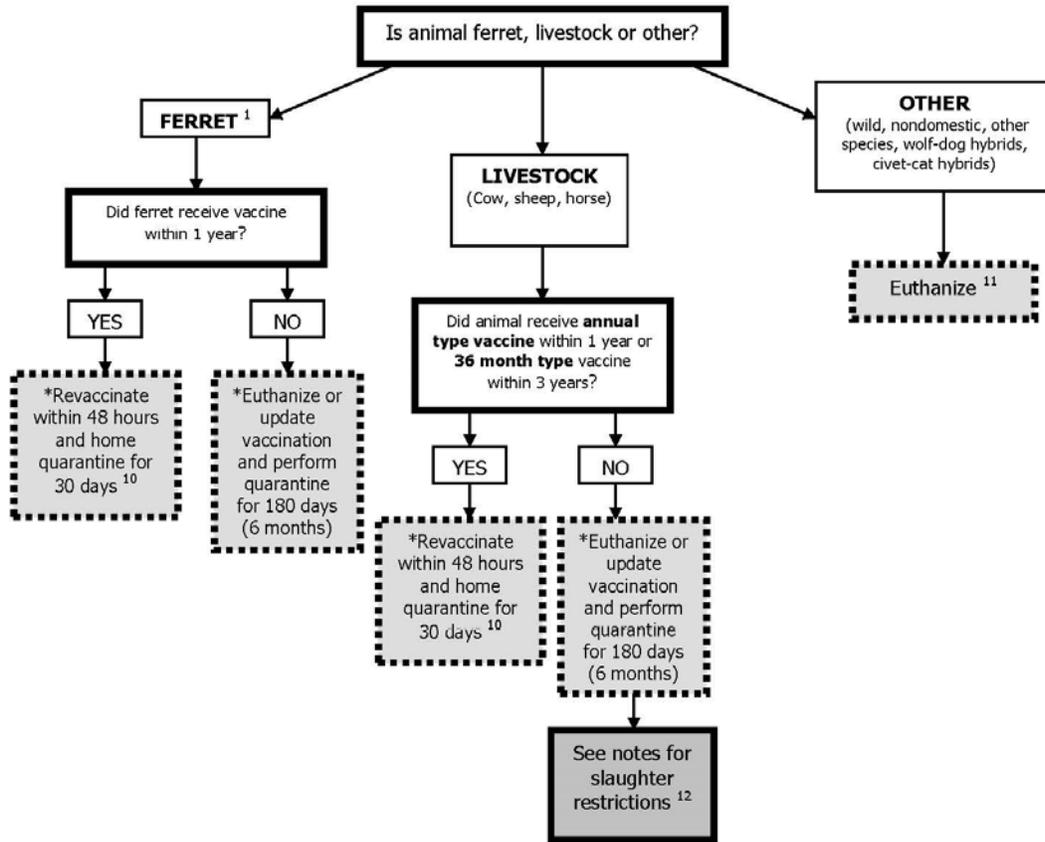


QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS



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

QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS –FERRETS, LIVESTOCK, AND OTHER ANIMALS

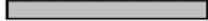


***If animal displays signs of rabies – euthanize and test for rabies. The animal’s veterinarian or a shelter veterinarian should perform any vaccination.**

NOTES

- 1** Ferrets are illegal in the State of California. Biting ferrets must be confiscated by the animal control agency and isolation conducted under the direction of the local health officer in an animal control shelter or veterinary hospital. Any ferret isolated for a human bite must be reported to the California Department of Fish and Wildlife for disposition following the isolation.
- 2** Rabies is transmitted through bite wounds, open cuts in skin, and onto mucous membranes. Contamination of open wounds, mucous membranes, or scratches with saliva or nerve tissue from an infected animal constitutes a non-bite exposure.
- 3** Current rabies vaccination per California Health & Safety Code Section 121690.
- 3a** Exempt animals are animals that have been granted an exemption from rabies vaccination by the County of San Mateo's Health System on advice of the animal's veterinarian. Despite current exemption status, exempt animals are considered unvaccinated per California Health & Safety Code Section 121690.
- 4** The Peninsula Humane Society & SPCA's Animal Rescue and Control determines if an animal's home qualifies for home quarantine or shelter quarantine. Contact: (650) 340-7022
- 5** Vaccination in biting animals should be performed following quarantine as side effects secondary to vaccination (within 30 days) can mimic the symptoms of rabies.
- 6** Small rodents and lagomorphs have a low risk of rabies.
- 7** These are wild animals at high risk for infection with rabies.
- 8** Bat bites are small and may go unnoticed. If a pet is found alone with a bat, that pet should be treated as exposed. If the bat is available, animal control should be contacted to retrieve the bat for testing.
- 9** Dogs and cats are considered currently vaccinated 28 days after primary vaccination, and immediately after booster vaccination.
- 10** San Mateo County guidelines are based on Title 17 of the California Code of Regulations that states exposed, vaccinated animals should be quarantined for 30 days.
- 11** Wild, nondomestic, and other animal species bitten by or exposed to a rabid or suspect rabid animal should be euthanized immediately. There is little information on rabies incubation, clinical presentation, and viral shedding in domestic animal species other than dogs, cats, and ferrets.
- 12** Federal guidelines state that animals exposed to rabies within 8 months should be rejected for slaughter. USDA Food and Inspection Service (FSIS) and state meat inspectors should be notified of exposed animals prior to slaughter. If an exposed animal is to be custom or home slaughtered, it should be done immediately after exposure with appropriate barrier precautions and all tissues cooked thoroughly. Pasteurization and cooking inactivate the rabies virus.

Legend

	Quarantine action
	Other action
	Question
	Answer

Attachment K
Animal Shelter Facility Use and Maintenance Agreement



**Animal Shelter Facility
Use and Maintenance Agreement**

Between

The County of San Mateo as "County"

and

Peninsula Humane Society & SPCA as "Contractor"

for

The Animal Shelter Facility

12 Airport Blvd, San Mateo CA 94401

Section I. General Provisions

- A.** The purpose of this Animal Shelter Facility Maintenance Agreement ("Agreement") is to set forth the roles and responsibilities of the County of San Mateo (hereinafter "County," which includes employees, officers, and authorized representatives), acting through its San Mateo County Health Division of Public Health Policy & Planning ("PHPP"), and the County Public Works Department Facilities Maintenance, Operations and Building Services ("Facilities Services"); and the Peninsula Humane Society & SPCA (hereinafter "Contractor," which includes employees, officers, and authorized representatives) for Contractor's use, operation and management of the Animal Shelter Facility, located at 12 Airport Boulevard, in the incorporated area of the City of San Mateo, California ("Shelter").
- B.** The parties understand and agree that Contractor's use of the County-owned Shelter is pursuant to and contingent upon an active Service Agreement between Contractor and County for Contractor's animal control services to the County ("Animal Control Services Agreement"). Contractor may use and occupy the Shelter only for the purpose of providing animal control and sheltering services to the County and cities as set forth in the Animal Control Services Agreement and any additional activities as mutually agreed to by Parties. This Agreement shall terminate concurrently with the Animal Control Services Agreement.

If there is a material breach of this Agreement by Contractor, then this Agreement is subject to termination at the County's option if Contractor fails to cure the breach within sixty days (60) notice by County of such breach. However, if the breach is causing continuing damage to the Shelter, County may take any steps necessary to immediately halt such damage, and if the breach is intentional or negligent, then Contractor shall be solely responsible for the cost and expense.

Upon expiration or termination of this Agreement and/or the Animal Control Service Agreement, Contractor shall be given 7 days to vacate the Shelter by removing all Contractor-owned and personal items and return the Shelter in a clean and orderly fashion, ordinary wear and tear excepted. Contractor will use best efforts to not disrupt any operations occurring at the shelter during this time

- C.** This Agreement shall be in effect from the date last signed below and run concurrent with the Animal Services Agreement and any fully executed extensions. Upon termination of this Agreement, Contractor shall vacate the Shelter on the date of termination and return it to County in good condition, excepting normal wear and tear. Any damage to the Shelter caused by the negligent or intentional acts of Contractor shall be promptly repaired by Contractor at its sole expense and not out of Contract funds or other County funds.
- D.** The County acknowledges and agrees that the entirety of fees and costs related to Contractor's operation of the Shelter, and/or performance of this Agreement, shall be funded solely from the Contract Funds provided to Contractor from County under the

Animal Control Services Agreement, except as otherwise provided herein. The County and Contractor acknowledge and agree that if the Contract Funds prove insufficient to meet the financial needs of maintaining the Shelter, and/or performing Contractor's maintenance and repair duties under this Agreement, the Contractor will not be responsible for the payment of any overage, unless caused by its negligent or intentional acts or omissions. If the Contractor anticipates costs that will exceed the Contract Funds, Contractor will use best efforts to provide County with notice as soon as it becomes aware of such potential overage, on a quarterly basis, and provide adequate documentation of the cause and amount of such anticipated coverage.

E. Indemnification and Insurance

1. Hold Harmless & Indemnification

- (i) Contractor shall hold harmless and indemnify the County, and each participating city as listed in the Animal Shelter Service Agreement as third party beneficiaries, their officers, agents, and employees from all claims related to performance of this Agreement and/or use, operation, maintenance or repair of the Shelter by Contractor or its employees, contractors or agents including suits or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County or Contractor's agents, officers or employees; (2) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of County or Contractor or its agents, officers, or employees; or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and/or which result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. This obligation shall survive the termination of this Agreement for any claims arising during its term.

- (ii) The County shall hold harmless and indemnify Contractor, its officers, agents, and employees from all claims caused by the conduct of the County, or its agents, officers or employees, including but not limited to suits or actions of every name, kind and description, brought for, or on account of: (1) any and all claims related to the construction, and/or repair of the shelter by the County, whether such claims are based on performance or performance of an obligation, and whether such claims are based on conduct that happened before and/or after Contractor took possession of the Shelter; (2) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County's agents, officers or employees; (3) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of the County or its agents, officers, or employees;

or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and which result from the negligent or intentional acts or omissions of the County, its officers or employees. This obligation shall survive the termination of this Agreement.

- (iii) In the event claims are brought against Contractor and County, the ultimate liability for damages, shall be apportioned according to the comparative fault of Contractor and County.

The duty of Contractor, and of the County, to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

2. Property Damage Coverage

All Risk Contractor at its cost shall maintain on the building and improvements that are a part of the Shelter a policy of all risk property, in the amount of the replacement value of the Shelter, its improvements and contents. The insurance policy shall be issued in the names of County and Contractor as their interests appear. The insurance policy shall provide that any proceeds shall be payable to County, excluding proceeds related to damage to equipment and supplies owned by Contractor.

3. Liability Insurance

Contractor at its cost shall maintain Comprehensive Liability insurance for the following coverages with the following limits Insuring against all liability of Contractor and its authorized representatives arising out of and in connection with Contractor's use or occupancy of the Premises:

- (i) Shelter Premises Liability with a minimum limit of \$1,000,000 Combined Single Limit (CSL) each occurrence; and
- (ii) All Comprehensive Liability insurance shall insure performance by Contractor of the Hold Harmless and Indemnification Sub-section of this Agreement;
- (iii) County shall be named as "additionally insured";
- (iv) All required Insurance shall contain a Separation of Insureds or Severability of Interests provision; and
- (v) The policy shall not be cancelled or non-renewed unless the County has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable.) Written notice shall be sent to:

County of San Mateo
Attn: Animal Services
225 37th Ave.
San Mateo CA. 94403

4. Workers' Compensation and Employer's Liability Insurance

During the entire term of this Agreement, Contractor shall have in effect Workers' Compensation coverage providing full statutory benefits and employer's liability. In executing this Agreement, Contractor makes the following certification:

Contractor is aware of the provisions of Section 3700 of the California Labor Code, which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the Code. Contractor will comply with such provisions.

5. Miscellaneous Insurance Provisions

Contractor shall pay the premiums for maintaining the insurance required hereinabove. All the insurance required under this Agreement shall:

- (i) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A- IV status as rated in the most recent edition of Best's Insurance Reports. Coverage provided by State Fund Insurance shall satisfy this requirement.
- (ii) Be issued as a primary policy.
- (iii) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- (iv) County shall be named as "additionally insured" on each policy.

6. Certificate of Insurance

A certificate of insurance, together with evidence of payment of premium, shall be deposited with County at the commencement of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of each policy.

In the event Contractor fails to deliver the certificate of insurance verifying insurance coverage as required in this Section, County may declare a material breach and terminate the Agreement as provided herein or, at its option take out all or part of the required insurance and pay the premium thereon on behalf of Contractor.

7. Force Majeure

- (i) Neither party is responsible for any failure to perform or delay In performing its obligations under this contract, to the extent it is prevented or delayed in performing those obligations by an event of force majeure.
- (ii) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party In performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
- (iii) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide, within 15 business day, a schedule for managing the Contractor's obligations under this Agreement to minimize the effects of the prevention or delay caused by the event of force majeure.
- (iv) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (v) Definition. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, and includes but is not limited to such matters as:
 - a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;
 - e) regional health emergency due to government health advisory(ies); and

- f) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.
- g) Increased costs incurred by Contractor in the provision of services under this Agreement, shall not in itself be considered an event of force majeure even if such increased costs are the result of such an event.

Section II. Contract Information

To better coordinate all services, Facilities Services has established the Facilities Customer Service Center (FCSC). The FCSC provides a single point of contact for customers and dispatch of staff and should be the primary resource for departmental or Contractor's Maintenance Coordinators and others responsible for requesting maintenance services. The FCSC is staffed during normal business hours and can be reached at 363-4444.

For management issues and/or to discuss specific activities or projects, the overall coordinator of this Agreement and the main point of contact is Gary Behrens, Facilities Services Manager, 363-1875.

For custodial issues specifically, contact Duane Minor, Building Services Manager, 363-4445.

The supervisor for each area or function will manage day-to-day activities:

1. Win Maung, 599-1300 (wmaung@smcgov.org). Operation and maintenance of facility systems and equipment for County owned buildings at the Government Center, Redwood City.
2. Thomas Sipp, 312-5257 (tsipp@smcgov.org). Operation and maintenance of facility systems and equipment for County owned and leased buildings in outlying areas.
3. Patrick Oliver, Crafts Supervisor, 363-1877 (poliver@smcgov.org). Repair, maintenance, and safety/regulation required upgrades related to carpentry, painting, and locksmith services for all County facilities.
4. Jose Villalobos or Mark LaGrone, 363-1951 (jvillalobos@smcgo.vorg & mlagrone@smcgov.org). Custodial, parking lot, loading dock, and room set-up services for all County Center facilities.

Facilities Services is responsible for updating and maintaining this list with current contact information.

Section III. Baseline Services

The baseline services outlined below are to be paid for by Contractor solely with funds provided to Contractor under the Animal Control Services Agreement the provided ("Contract Funds") (see Section VII for current charges). If these fees exceed the Contract Funds, the financial obligations shall be resolved in accordance with Section I.D., supra.

A. General Shelter Facility

1. **Preventive Maintenance and Routine Repairs**

Facilities Services will responsible for performing regular repair and maintenance on the Shelter, including all parts, material and labor. Facilities Services will make, or schedule repairs as determined by the County to be needed, or pursuant to a reasonable request by Contractor, with 24 hours advance notice to Contractor if possible, by phone or email. Repairs and maintenance include, but are not limited to, any and all work on the following areas of the Shelter:

- i. Structural portions of buildings (roof, gutters, doors, skylights windows, flooring)
- ii. Solar panels and carports
- iii. Repair and maintenance to the building mechanical systems including heating, ventilation & air conditioning system (HVAC), electrical distribution and lighting
- iv. Repairs of electrical systems (except for light fixtures)
- v. Exterior painting (with exception of any touch-up exterior painting)
- vi. Interior painting of common areas in County standard colors (entrances, lobbies, restrooms, main hallways)
- vii. All major plumbing issues shall be maintained by Facilities Services; however, toilet fixtures and sink clogs shall be the responsibility of the Contractor. If any damage is caused by Contractor's, or a vendor of Contractor's, intentional or negligent acts, Contractor shall be responsible for the cost of repair, not out of Contract Funds. County shall not be considered a vendor for the purposes of this Agreement.
- viii. Preventative maintenance of the fire alarm system
- ix. Generators and emergency power systems
 - x. All warranty work related to the new construction. Facilities Services to communicate to Contractor which items are under warranty.
 - xi. Facilities Services staff will perform quarterly facility inspections to identify the condition of the various systems and structure and will identify necessary repairs or maintenance to be performed to keep the facility in proper condition. Facilities Services and other County staff or officials may inspect the condition of the Shelter Facility at any time during working hours. In order to limit the impact to Contractor operations, County shall provide Contractor with at least 24 hours'

notice of the intended inspection, which notice may be provided by email.

2. Contractor Obligation to Notify of Needed Repairs or Maintenance

Contractor shall promptly notify Facilities Services of any necessary repairs or maintenance that could impact the long-term condition of the Shelter, or the provision of animal control and animal care services to the County.

3. Emergency Repairs

Facilities Services will assure response in all critical situations within 2 hours of receiving actual notice, making immediate temporary repairs when required for safety or security reasons. Examples of such situations include but are not limited to:

- (i) Broken windows, doors and locks
- (ii) Air conditioning in computer server rooms and other sensitive areas
- (iii) Interruption of electrical service
- (iv) Broken pipes and clogged plumbing (Contractor shall try to clear clogs in toilet or drain prior to calling Facilities Services)
- (v) Leaking roofs
- (vi) Damage resulting from natural disasters
- (vii) Other situations which Contractor or County reasonably determines compromises the immediate health or well-being of the animals, the staff, volunteers or visiting public.

4. Process by which Contractor addresses Repairs/Service Needed on an Emergency Basis

- (i) Upon becoming aware of a situation, Contractor shall immediately notify Facilities Services of any repairs or maintenance needed to address items that could cause immediate damage or injury to the Shelter, or to persons working or animals being cared for therein, including but not limited to plumbing/water leaks, roof leaks, or fire or other hazards.
- (ii) Should an urgent situation arise in which Facilities Services is unable to respond within 2 hours to a major system failure which has the potential for immediate and serious health or safety impacts to animals, staff/volunteers, employees, or the public, and/or the continued operation of essential animal control and sheltering programs and which cannot be otherwise managed or contained, Contractor may retain the services of a reputable repair person to address the issue, after notifying Facilities Services.
- (iii) Contractor shall notify Facilities Services and PHPP within 2 hours of its decision and reasoning to take such actions. Contractor will provide Facilities Services with the key points of how the issue is being addressed. If possible, Contractor will arrange for a temporary solution so that Facilities Services can complete the full work once they are available. Contractor will use Contract Funds if Contractor incurs expenses due to

an emergency repair as outlined in this subsection, unless caused by the intentional or negligent acts or omissions of Contractor, or its vendors, in which case Contractor shall be responsible for these expenses not using Contract Funds.

- (iv) Contractor must comply with any prevailing wage requirements of state law as applicable for any construction or repair it undertakes not performed by Facilities Services.

5. Utilities

- (i) Contractor is responsible for furnishing and paying for all utilities for the Shelter, including gas, water, electricity, sewer, telephone/internet and garbage service. All utility services shall be paid from the provided Contract Funds.
- (ii) Contractor shall maintain all records pertaining to all repair, replacement, maintenance utility and other services provided under this Agreement for a period of four years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the County, a Federal grantor agency, and the State of California.

6. Signage

- (i) Facilities Services will provide directional signs for parking lots and building lobbies.
- (ii) Contractor will have input on suitability of all signage installed by County. PHS will not install signage without approval of County.

7. Pest Control

Contractor will use best efforts to maintain the Shelter pest- free. Contractor (PHS) will enter into, pay the costs of, and monitor a recurring and scheduled contract for pest control services in and around the Shelter, and on an as needed basis. The contract shall cover control of all types of pests, including termites and all types of insects, rodents and other and vermin. Costs will be paid from Contract Funds. The pest control invoices/reports will be made available to County upon request.

8. Disaster Response

In the event of a natural disaster such as a major earthquake, Facilities Services staff are trained and prepared to respond to and secure building systems. County shall not be responsible or liable for any damages to Contractor or any third party for injuries or damages caused by a natural disaster or any injuries or damage to any person or property belonging to any person, or interruptions of any operations of Contractor, as a result of a natural disaster.

9. Skilled Craft Services

i. Carpentry

Facility Services carpenters will perform maintenance and repairs as needed as determined by the County Facilities Services, or upon reasonable request by Contractor, and approval by County on roofs, doors, windows, water damaged areas and hard surface floors in common areas. Facilities Services will also patch and repair chips and holes in walls. Other carpentry services are available on a fee for services basis (see Section IV).

ii. Lock Work

Locksmith services provided under baseline services Include the repair or replacement of broken building locksets (excluding Contractor property such as file cabinets and desk), repair or adjustment of improperly working door closers; providing duplicate keys with proper authorization; re-keying locks for security reasons as determined necessary by Facilities Services; replacing worn or outdated locksets; and any work required because of new codes and regulations, as determined by Facilities Services. Keys for or repairs to County property, including but not limited to desks, file cabinets, and vehicles are beyond the facility service charge and will be repaired by the contractor using funding from the animal control services Contract Funds.

10. Grounds Services

i. Landscaping

Facilities Services is responsible for providing and monitoring the landscaping services for the Shelter. Under this contract, and as determined necessary or desirable by Facilities Maintenance, the landscaping crews will install and maintain irrigation systems; propagate and plant appropriate species; prune, trim, fertilize, now, and provide all other care and maintenance for plants, shrubs, trees, turf, and lawns.

11. Custodial and Janitorial Services

Contractor shall maintain all interior and exterior areas of the Shelter and grounds in a clean and sanitary condition. Contractor may provide this service through its staff or shall retain a reputable vendor to provide janitorial and custodial services at a reasonable cost and as needed to fulfill its responsibility to maintain the Shelter in a clean and sanitary condition.

Facilities Services will provide no Custodial or Janitorial for the shelter.

Section IV. Additional Services

Services requested by Contractor and not outlined in Section III are considered "additional services," and shall not be provided unless approved by the Directors of County Health and Department of Public Works. If approved, services listed below will be scheduled upon receipt of a work request from County Health, and the associated costs will be invoiced to the Contractor. Contractor will use Contract Funds to pay the invoice within 30 calendar days from date of mailing or emailing; if not timely paid, County will deduct the past due amount from Contractor's next monthly payment. The majority of these services are provided under the administration of the Construction Services Section (CSS) located at 30 Tower Road, San Mateo. Requests for services and cost estimates should be routed through San Mateo County Health System (Animal Control Manager). Contractor shall in no circumstance alter any part of the Shelter structure or install any fixture, without prior written County approval from the Directors of the San Mateo County Health and Department of Public Works.

A. Carpentry

New:

- Floor coverings
- Commercial fixtures
- Acoustical ceilings
- Doors/windows
- Soundproofing and insulation
- Air conditioning units
- Restroom partitions and fixtures tile work
- Concrete slabs and retaining walls

Building and/or custom fabrication:

- Storage structures
- Security gates, windows, etc.
- Custom cabinets and casework
- Custom shelves, reception counters, etc.
- Wall framing and drywall
- Custom racks, bins, etc., for delivery vehicles

B. Electrical

- Install additional electrical circuits and outlets
- Upgrade and install new workplace lighting
- Install Pleione electrical whips
- Install and maintain security alarm systems
- Set up temporary power for events.

C. Lock Work

- Lock drilling (when keys are lost or locked inside, contact FM&O)

- New installation (result of new construction or remodeling)

D. Other

- Directional signs for departmental areas
- General construction site cleanup

Need for county approval for any fixtures, repairs, remodeling or construction at the Shelter. Any of the above items as well as any new fixtures, construction, repairs or remodel (to include altering of the building or grounds in any way) may not be undertaken without the express, prior written permission of the Director of San Mateo County Health or designee, and the Director of the Department of Public Works, or designee, except as otherwise provided under this Agreement.

If Contractor performs any construction work, remodeling or repairs, or attaches any fixtures to Shelter or other county-property without such written permission, or changes the grounds in any manner, Contractor must promptly return the Shelter building, property or grounds to its original condition at its own expense and not using Animal Control Services Contract Funds or any other County funding, except as otherwise provided under this Agreement.

Section V. Excluded Services

A. This Agreement does not include any of the following which will be Contractor responsibility:

Contractor shall be solely responsible for maintaining the below items. Money for all repairs and costs will come from the Contract Funds. Any such items undertaken by Contractor shall be documented and all invoices for any such work, shall be kept and provided to County on a quarterly basis. For major equipment owned by the County (as listed In subsection (d) below, and any similar equipment), Contractor shall use a reputable, qualified, and licensed contractor or vendor, and may not use its own employees or volunteers for such work without County approval. If employees or volunteers are used for work, no additional County funds shall be used for such labor, except those funds otherwise used to pay the employee's regular salary. Contractor agrees that all major equipment owned by the County (as listed In subsection (d) below, and any similar equipment) will be serviced by a qualified vendor.

1. Light bulb replacement to include lamps and ballast
2. Plumbing clogs: Contractor will first attempt to unclog and if unsuccessful will submit a request to Facilities Services for repair. (Contractor may not hire a service to attempt to unclog pipes.)
3. Equipment maintenance and repair as follows:
 - Washers/dryers
 - Kennel cleaning equipment
 - Safes, lock boxes
 - Clippers
 - Surgical tables
 - Audio visual equipment camera, security and intrusion alarms
 - Computers/printers/scanners etc. and phone system
 - Cash Registers/credit card machines, fax machine etc.
 - Any other specialty equipment for animal sheltering
 - Refrigerators
4. These items must be repaired by a qualified vendor
 - X-ray equipment
 - Anesthetic machine
 - Surgical lights
 - Auto clave
5. Kennel fencing repairs, to include the replacement of mud flaps or guillotine doors, door latches etc. (if CMU needs repair, the Contractor will submit a repair request to the Manager of Animal Control and Licensing for approval prior to contacting Facilities Services)
6. General:
 - Repair office furniture
 - Anchor files and shelving

- Hang pictures and bulletin boards; however, Contractor shall take care not to damage County property in its placement and installation of these or any other items attached to walls or ceilings
7. Intercom systems
 8. Installation of new animal shelter equipment that is not attached to the structure.
 9. Replacement of any equipment purchased by the Contractor for use in animal sheltering or animal control operations: Contractor shall not replace equipment to be paid for by Contract Funds without prior approval from County of equipment to be replaced and cost if cost exceeds \$5,000 per individual item. If the need to replace such equipment is due to Contractor misuse or negligence, as distinct from wear related to appropriate use, Contractor shall replace such equipment from its own funds not Contract Funds, or any other County funds. Funds for approved replacement equipment not misused or damaged by Contractor are to come from Contract Funds. Any equipment or items purchased with Contract Funds or other County funds is property of the County. Contractor shall use Contract Funds for purchase of equipment or vehicles to be used at the Shelter for providing services, which equipment and vehicles shall be County owned.
 10. Paint offices, conference rooms and staff bathrooms.
 11. Keep the landscaped areas, walkways and patios, adjacent sidewalks, and other common areas in and around the County facility clean and in good repair
 12. Sweep the entrances to County facility as needed and will keep glass doors clean
 13. Contractor is solely responsible for custodial and pest control at the shelter.

Section VI. Additional Responsibilities

A. Facilities Services Responsibilities

1. For routine maintenance of systems, Facilities Services will

- (i) Provide the Contractor with advance schedule to the extent practicable
- (ii) Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)
- (iii) Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.

2. For other than routine scheduled maintenance

- (i) Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.
- (ii) Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):
 - a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).
 - b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)
 - c) Critical or emergent work will be completed at time of investigation.
 - d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.
 - e) Contractor will notify Facilities Services of its review of the repair once completed.
 - f) All communication between Contractor and Facilities Services will be copied to PHPP.
 - g) Facilities Services will leave the work areas safe and clean of any debris caused by the repairs upon completion of the task.

- h) Facilities Services and Contractor will comply with all state and federal laws and regulations regarding the handling and disposal of materials and waste products associated with the normal operations of the facility or its maintenance that could impact public safety and the environment.
- i) Facilities Services will research and/or recommend special materials, devices, or services if it deems this appropriate and if desired by Contractor
- j) Facilities Services will make appropriate referrals as It deems necessary or appropriate for work outside the scope of baseline maintenance services
- k) Facilities Services will coordinate with Risk Management, Environmental Health, Sheriff's Office, local fire departments, and/or other regulatory and health and safety agencies as it deems necessary for issues related to building safety and inspection.

B. Contractor is to:

- 1. Designate a Maintenance Coordinator(s) to be the primary point of contact for Facilities Services Issues.
- 2. Provide accurate and full details of services requested
- 3. Report mechanical malfunctions or other needed repairs to Facilities Services promptly and complete necessary services request form(s).
- 4. Encourage all employees to be energy conscious. It's good for the environment as well as keeping your costs down.

C. The parties acknowledge that County will be making an inventory and tagging all equipment and vehicles that are County owned or purchased using any Contract Funds. Contractor agrees to use best efforts to assist and cooperate with County in making its inventory of equipment and vehicles which are owned by County in whole or in part. As part of this effort to assist the County in making its inventory, Contractor shall maintain and provide to County, within thirty days of signing this Agreement, a current inventory of all equipment previously paid for with non-Contract Funds owned by Contractor or paid for in part with non- Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more.

D. In event of termination or expiration of this Agreement, the County shall have the option to purchase any equipment or vehicle that has been paid for in part out of non-County Funds by paying to Contractor the depreciated value of Contractor's share of the equipment. In the event County opts not to purchase this equipment or vehicle, Contractor shall pay to County the depreciated value of its share of the equipment or vehicle.

Section VII. Service Level Costs

A. Invoicing/payment of Facilities Maintenance Work

1. As it relates to repairs/service which fall under the Contractor's responsibilities, Contractor will manage this work within the Contract Funds provided for under the Animal Control Services Agreement and provide open book accounting for all work contracted to outside vendors and provide copies of invoices and a quarterly report of all expenditures. As it relates to repairs/service which fall under Facilities Services responsibilities, Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days from date of mailing. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.
2. As it relates to repairs/service which fall under Facilities Services responsibilities but for which Facilities Services cannot respond in a timely manner and which are, as a result, managed by Contractor under the conditions provided herein, Contractor will pay the invoice using Contract Funds that it receives pursuant to the Animal Control Services Agreement, and promptly send a copy of such invoice to the County Animal Control Program Manager, Care of County Health, Public Health, Policy and Planning Division.

B. Additional services:

1. Costs associated with additional services as outlined in Section IV are based on the actual costs of each service as performed and are charged to the Contractor by invoice from Facilities Services. Each service will have a cost per unit time or occurrence.
 - (i) For work performed by Facilities Services staff, labor rates are hourly based on classification and include overhead. Materials and supplies are billed at their actual cost.
 - (ii) For work that must be contracted out, Facilities Services will request estimates from qualified and reputable companies and award the job to the low bidder. Contractor will be billed for the actual cost of the work. Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.

Section VIII. Billing Procedures and Tracking Information

A. Tracking Information

1. Because a large percentage of work performed by Facilities Services is associated with building systems and structures, baseline services are tracked by building rather than by individual department. Facilities Services staff will record labor and material costs for each activity performed in a building, and these costs are then reflected in the report sent quarterly to the Contractor and the Animal Control Manager, San Mateo County Health. Contractor will be charged for services rendered on an ongoing basis and not based on a predetermined amount.
2. The cost for additional services is tracked by work authorization. Prior to receiving a service, the Contractor will set aside a dollar amount equal to the estimated cost for that service. As services are rendered and costs are incurred, the invoices will be sent to County Health System Animal Control Manager and then to the Contractor. The cost will be taken out of animal control Contract Funds by the Contractor, who will pay the invoice within 30 calendar days or the County will deduct the overdue amount from Contractor's next payment.
3. If there is a dispute raised by Contractor, within three business days of receipt of the Invoice, regarding the accuracy of charges in an invoice, the parties shall use best efforts to resolve the dispute expeditiously. If while using best efforts, the parties have not resolved the dispute within 30 calendar days, Contractor shall not be in breach if the parties agree that they are working in good faith to resolve the dispute.

B. Building Manuals, Drawings, Training

In preparation for this, Contractor is to receive copies of all warranties, as-builts, operating and maintenance materials, and is to participate in all trainings provided by the Shelter's general contractor to DPW for the systems that Contractor will be maintaining. The intent is to have Contractor be informed as much as possible to more efficiently assist DPW in its role as well as manage its own responsibilities.

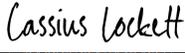
THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Peninsula Humane Society & SPCA:

<p>DocuSigned by:  <small>AF55FF92D70C4C3...</small></p> <hr/> <p>Contractor Signature</p>	<p>5/3/2021 9:31 AM PDT</p> <hr/> <p>Date</p>	<p>Anthony Tansimore President</p>
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For County:

<p>DocuSigned by:  <small>3A092BBEB5EC42E...</small></p> <hr/> <p>Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo</p>	<p>5/3/2021 12:33 PM PDT</p> <hr/> <p>Date</p>	<p>Cassius Lockett, PhD. Director of Public Health, Policy and Planning County of San Mateo</p>
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<p>DocuSigned by:  <small>4673E02C362D494...</small></p> <hr/> <p>Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo</p>	<p>5/3/2021 2:17 PM PDT</p> <hr/> <p>Date</p>	<p>Kevin Sporer Facilities Deputy Director Gary Behrens Facilities Services Manager County of San Mateo</p>
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Attachment L
Peninsula Humane Society Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Attachment M
County-Owned Radio Equipment

- 4 - Motorola APX 7000 Handheld Radios
- 17 - Motorola APX 4000 Handheld Radios
- 1 - Motorola MCD 5000 Deskset
- 1 - Motorola APX 7500 Radio installed in vehicle
- 13 - Motorola APX 6500 Radios installed in vehicles
- 1 - Antenna mounted on roof of County Shelter

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PETDATA, INC.

This Agreement is entered into this Fourth day of June, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and PETDATA, INC., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of San Mateo County Health- Public Health, Policy & Planning.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

4. Termination

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance

written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Cassius Lockett, Director of Public Health, Policy and Planning
Address: 225-37th Avenue, Room 178
San Mateo, CA 94403
Telephone: 650.573.2532
Facsimile: 650.573.2788
Email: clockett@smcgov.org

In the case of Contractor, to:

Name/Title: President, PetData, Inc.
Address: 8585 N Stemmons Fwy, Suite 1100-N
Dallas, TX 75247

Telephone: 214.821.3100 x515
Facsimile: 214.821.3106
Email: crichey@petdata.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PETDATA, INC.

Christopher A. Richey April 12, 2019 Christopher A. Richey
Contractor Signature Date Contractor Name (please print)

COUNTY OF SAN MATEO

By: Carole Groom
President, Board of Supervisors, San Mateo County

Resolution No. 076668

Date: 6/4/19

ATTEST: Phil Allegro
By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B and with a focus on increasing licensing and vaccination compliance throughout the County of San Mateo, Contractor shall provide the following services:

A. Management of the daily operations for animal licensing including:

1. Data Entry & Processing
 - a. Process correspondence from pet owners including, but not limited to, issuing tags.
 - b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.
 - c. Provide data entry of both new and renewal licenses and vaccination information.
 - d. Implement procedures for verification of information submitted.
 - e. Ensure complete, unduplicated, and accurate information.
 - f. Process, collect, and provide receipts for animal licensing fees.
 - g. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
 - h. Provide customer service including communication with citizens, veterinarians, and designated County staff.

2. Veterinarians & Other Authorized Registrars
 - a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)
 - b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.

3. Animal License Tags
 - a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
 - b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.

4. Electronic Payments & Banking
 - a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
 - b. Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.
 - c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
 - i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
 - ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
 - iii. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

- d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.
 - i. Charges to Licensee for on-line payments:
 Cost Recovery Processing Fees in the amount of \$2.00 per on-line transaction to be charged to licensee*. Note: Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and shall retain the Cost Recovery Processing Fees collected.
 - * *More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.*

5. Communication & Access

- a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
- b. Provide a customized San Mateo County toll-free number and answering service.
- c. Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
- d. Communicate to pet owners on the status of their pet's license status including annual billing.

6. Reporting

- a. Provide monthly report of animals licensed to the County.
- b. Provide statistical reports as requested by the County.
- c. Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.
- d. Provide monthly lists of delinquent licenses upon requested by County.
- e. Provide customized reports as requested by County.
- f. Provide public record information as requested by County.

7. Additional Services

- a. Work in partnership with County staff:
 - i. To ensure all licensing information, both complete and incomplete records, are imported into Contractor's database on a weekly basis.
 - ii. To develop a process that will allow/entice veterinarians to sell licenses at their County location.

- B. Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.
- C. With the exception of the license tags and/or customized inserts, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.
- D. Contractor agrees to comply with California state and local laws governing animal licensing.
- E. Contractor will back up all databases twice during the working day.
- F. During regular business hours, Contractor will assist with countywide efforts to reunite pets with their owners during a natural disaster.

County agrees to provide the following to Contractor:

- A. Access to County's animal control database to allow import of data into Contractor's database.

- B. Licensing tags and customized inserts to Contractor's on-site location for disbursement.
- C. Any licensing fees collected by County: such fees will be retained by County, and a record of fees collected along with any supporting documents will be forwarded to the Contractor for processing no later than the 5th calendar day of the following month.
- D. Any licensing fees collected by Contractors of the County: such fees and any supporting documents will be forwarded to the Contractor for processing with the exception of cash. Cash will be deposited into County's bank account directly by County staff.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Fixed Fees:

One-year license: \$4.28 per license

Multi-year license: \$4.28 for the first year and \$2.00 for each additional year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$4.28 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

Fixed fees shall not be charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge.

An agreed upon method to follow-up with pet owners who did not respond to a prior notice is included at no additional charge.

- B. In any event, the maximum amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945.00) (Included are bank fees) for the Agreement term.

- C. Payment by County to Contractor shall be monthly and made electronically by the County should the required paperwork be completely by Contractor. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice. Such back-up shall be in the form of a monthly report of the animals licensed.

Contractor will provide available bank statements within five business days if requested by County.

D. Additional Service Fees

Contractor shall invoice County for any bank deposit and supply fees outside the scope of this Agreement.

County will reimburse Contractor for bank fees upon verification of such, including:

1. Actual bank fees charged to Contractor as a result of Contractor maintaining the bank account for the purpose of providing services outlined in this contract. This amount, in and of itself, is included in the total contract amount and will not exceed SEVEN THOUSAND AND FIFTY DOLLARS (\$7,050.00) (included in the contracted costs) without prior authorization from designated County staff.
2. Non-sufficient fee charge charged to Contractor. Contractor will make every attempt to collect bank fees from pet owners and will reimburse County upon collection of said fee.

Contractor shall invoice County on a monthly basis for the actual cost of the bank account maintained for the purpose of this contract.

- E. At the discretion of the Director of Public Health, Policy & Planning or designee, an annual conference call may be scheduled between the Contractor and County. Contractor's time and/or related expenses are not billable.
- F. At the discretion of the Director of Public Health, Policy & Planning or designee, a meeting at the County's location may be scheduled between the Contractor and County once during the term of this contract. Contractor's travel time to and from the County and/or related expenses are not billable.
- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid for services already provided pursuant to this Agreement.
- I. In the event this Agreement is extended or renewed after June 30, 2022 and the County does not issue a Request for Proposal, Contractor agrees to continue the fixed fees as shown below:

One-year license: \$4.28 per license

Multi-year license: \$4.28 for the first year and \$2.00 for each additional year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$4.28 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

July 7, 2020

Robert Barron, Finance Director
91 Ashfield Road
Atherton, CA 94027

Re: Notice of Construction Costs for the Animal Care Shelter Facility

Dear Robert,

On or about September 9, 2014, the municipalities within San Mateo County entered into an agreement (“the Agreement”) to share the construction costs of a new animal care shelter facility. The agreement provides that the County of San Mateo will advance the funds for construction to be repaid by the municipalities according to their share, through a 30-year, interest-free lease agreement.

On March 6, 2020, construction of the new animal shelter building was completed, and certificate of occupancy was issued. The old shelter building was demolished shortly thereafter, and final project completion (with exception of photovoltaic installment) is slated for approximately July 30, 2020. Final project costs are reasonably determinable and anticipated to be approximately \$28,300,000. The municipalities’ final shared responsibility is anticipated to be \$25,700,000 or \$856,758 annually. The County will not seek reimbursement for \$2,600,000 in project costs comprised of an upgraded heating ventilation air conditioning (\$600,000), a photovoltaic system (\$1,200,000), miscellaneous site improvements related to landscaping, fencing, and parking (\$530,000), and relocation of a City of Burlingame water line (\$270,000).

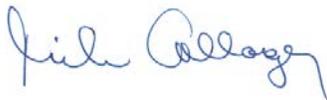
The final column of Attachment B to this letter sets forth each municipalities’ final annual lease amount, as calculated in the manner proscribed by the Agreement. Final costs exceed the June 2018 estimate by approximately 3%. This marginal increase is a result of escalated regional construction costs and unforeseen circumstances encountered during construction, including requirements for ongoing air-quality monitoring, soil remediation and treatment, fire safety system modifications, PG&E delays, and necessary and reasonable end-user logistical design modifications. The County of San Mateo has worked diligently and successfully to minimize these additional costs while delivering a high-quality facility that will stand the test of time.



Though we had to cancel the ribbon-cutting for the facility due to the pandemic, we look forward to holding, at the appropriate time, a reception to celebrate our successful regional collaboration. In lieu of an in-person tour, we've enclosed photographs of the exterior of the new facility and site. Pursuant to paragraph 3 of the Agreement, annual payments to County to reimburse for costs of construction shall become due on the initial July 1st after a certificate of occupancy is issued for the new shelter, and each subsequent July 1st for the next 29 years thereafter. Please find enclosed the invoice and payment instructions for the initial lease payment for your municipality.

Should you have any project questions, please contact Director Adam Ely of the Project Development Unit at 650.722.8112. Should you have any payment questions, please contact Robert Manchia at 650.363.4597.

Sincerely,



Mike Callagy
San Mateo County, County Manager

Enclosures: Resolution 073369, Final Attachment B, Invoice July 2020



ATTACHMENT A

MEMORANDUM OF AGREEMENT

REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA, AMONG THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE AND THE COUNTY OF SAN MATEO

THIS MEMORANDUM OF AGREEMENT, dated for reference as of September 9, 2014, (the "Agreement"), is by and among the COUNTY OF SAN MATEO (the "County"), and the cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties").

RECITALS

The County and the Cities are parties to an Agreement for Animal Control Services dated as of April 26, 2011, pursuant to which the County provides animal control services in the unincorporated area of the County, as well as in the jurisdictional boundaries of the twenty Cities within the County, listed above, each of which is a party to the Agreement for Animal Control Services.

As set forth in the Agreement for Animal Control Services, the Peninsula Humane Society & SPCA ("PHS") presently serves as the County Contractor for the provision of certain animal control services to the County and the Cities. These services and the terms of PHS' performance of them are contained in an Animal Control Services Agreement between the County and PHS dated as of April 26, 2011.

In conjunction with and pursuant to the Animal Control Services Agreement, the County has leased to the PHS the land at 12 Airport Boulevard, in San Mateo, California, on which an Animal Care Shelter facility owned and operated by PHS is presently located.

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth

the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Construction Cost Allocation Methodology: The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. County Advancing Construction Costs: The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars (\$20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed \$20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. Parties' Payment of Proportional Share of Construction Costs: Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1st after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1st for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set

forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as provided in Section 1 of this Agreement. Each Party's obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party's termination, recalculate the remaining Parties' Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party's additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

4. Term and Termination: Except as set forth above, this Agreement shall be effective for the period from September 9, 2014 until each Party has made the last payment required under Section 3 of this Agreement. Except as set forth in Section 3 of the Agreement (i.e., by terminating participation in the Agreement for Animal Control Services), no Party may terminate this Agreement during its term. A Party terminating its participation in this Agreement shall do so effective as of December 31 of a year during the term of this Agreement and shall provide each other Party to this Agreement with at least one full year's prior written notice of the Party's intent to terminate its participation in the Agreement.

5. Amendments/Entire Agreement: Amendments to this Agreement must be in writing and approved by the governing body of each Party. This is the entire agreement among the parties with respect to the construction of the new Animal Care Shelter facility and it supersedes any prior written or oral agreements with respect to the subject.

6. Hold Harmless: Each City shall hold harmless, indemnify, and defend County, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.

This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to “animal control-related services” within the meaning of this Agreement.

In the event of concurrent negligence of the County, its officers, or employees, and any City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

7. Assignability: Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties.

8. Notices: Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, as follows:

To City:

To County:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF SAN MATEO has authorized and directed the President of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: September 9, 2014



Clerk of the Board

COUNTY OF SAN MATEO



Resolution #073369

ATTACHMENT B

Methodology = Based on an 3-yr avg of shelter use (80%) and % of population (20%)

ANIMAL CONTROL COSTS
PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

CITY	Shelter Use	Shelter Use	Shelter Use	3 YR AVG of Shelter Use	POPULATION	% of Total	\$20,200,000	Overall Total	Overall Total
								\$26,600,000	\$28,300,000
Calendar Year								\$856,758	EST FINAL ANNUAL LEASE AMT (July 2020)
	Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual				EST ANNUAL LEASE AMT (Sept. 2014)	EST ANNUAL LEASE AMT (July 2018)	
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	\$5,749	\$7,059	\$7,173
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	\$21,811	\$26,780	\$27,212
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	\$5,633	\$6,916	\$7,028
Burlingame	3.51%	3.48%	3.20%	3.40%	28,806	4.0%	\$23,696	\$29,095	\$29,565
Colma	0.61%	0.98%	0.60%	0.73%	1,792	2.0%	\$4,268	\$5,241	\$5,325
Daly City	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	\$69,679	\$85,556	\$86,936
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	\$44,420	\$54,542	\$55,422
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	\$18,550	\$22,776	\$23,144
Half Moon Bay	5.21%	5.04%	2.47%	4%	11,324	1.6%	\$24,962	\$30,650	\$31,144
Hillsborough	1.59%	1.29%	1.14%	1.34%	10,825	1.5%	\$9,247	\$11,354	\$11,537
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	\$31,769	\$39,008	\$39,637
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	\$14,576	\$17,897	\$18,186
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	52.0%	\$37,288	\$45,784	\$46,523
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	\$4,084	\$5,014	\$5,095
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	\$85,143	\$104,543	\$106,229
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	\$38,734	\$47,559	\$48,326
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	\$22,921	\$28,143	\$28,597
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	\$105,000	\$128,924	\$131,004
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	\$66,530	\$81,689	\$83,007
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	\$13,111	\$16,098	\$16,358
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	\$26,235	\$32,213	\$32,732
HVAC +Solar Costs*	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$1,800,000	\$1,800,000
Burlingame Waterline	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$270,000
Misc. Site Improvements	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$530,000
Total	100.00%	100.00%	100.00%	100.00%	718,451	100.00%	\$673,405	\$826,843	\$840,179

* HVAC, Solar, and Miscellaneous site improvement costs of \$2.6 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost is \$28.3 million.
Resolution #073369





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Pak Lin, Administrative Services Director
 VIA: Brian Dossey, City Manager
 MEETING DATE: May 26, 2021
 SUBJECT: FY 2021-22 Budget Study Session 2

RECOMMENDATION

This item is a study session for informational purposes only. No City Council action is required; however, staff seeks City Council direction in preparing the FY 2021-22 Operating and Capital Budget for adoption on June 9, 2021.

EXECUTIVE SUMMARY

At tonight's City Council Meeting, the Council will receive a report that reviews the Town's overall revenues and expenditure budgets, General Fund revenues and expenditures, preliminary estimates of Town-wide reserves, and major expenditure programs.

The City Council will be asked for their comments and review of the FY 2021-22 Budget. Changes directed by the City Council at this meeting will be incorporated in the final proposed budget document to be adopted after the public hearing on June 9, 2021 Regular City Council meeting.

FISCAL IMPACT

City Council review and direction on the FY 2021-22 Budget and Financial Plan will not impact the current FY 2020-21 Budget.

BACKGROUND

The Budget is an annual planning tool that communicates priorities and sets the Town's operating and spending policy for the year. The City Manager is responsible for presenting a budget to the City Council according to Colma Administrative Code Section 4.01 Division 2. The financial objective of the budget is to ensure that there are sufficient funds to meet ongoing spending. Special projects and capital programs, where spending is generally one-time in nature, typically can utilize reserves. Operating expenditures should stay within the annual revenue constraint to avoid depleting the Town's reserve and creating an unaddressed structural deficit.

The Covid 19 pandemic created a unique challenge in FY 2019-20 through FY 2020-21. Due to the unexpected and unpredictable impact of the Covid 19 pandemic, the Town may use reserves to offset the operating deficit. But the use of reserve should be limited to one-time initiatives and for a limited duration.

On April 28, 2021 the Town held the first budget study session for the development of the FY 2021-22 operating and capital budget. The preliminary budget for all funds included \$19.4 million for revenues, \$19.7 million for operations, and \$0.9 million for the capital improvement program. For the General Fund, the preliminary revenue budget is \$17.5 million, operating budget is \$17.9 million and net transfers is \$1.1 million.

Table 1	General	Special	Capital	Vehicle	Enterprise	
Town-wide Financial	Funds	Revenues & Debt Funds	Funds	Replacement Fund	Funds	Total
Operating Activities						
Revenues	\$ 17,531,264	\$ 284,050	\$ 2,000	\$ 256,500	\$ 1,309,765	\$ 19,383,580
Expenditures	17,876,721	517,697	665,025	240,000	1,297,375	20,596,818
Operating Surplus / (Deficit)	(345,457)	(233,647)	(663,025)	16,500	12,390	(1,213,239)
Other Activities						
Capital Investment	(665,025)		665,025			-
Net Transfers	(535,756)	297,569	-	-	238,187	-
Change in Fund Balance	(1,546,238)	63,922	2,000	16,500	250,577	(1,213,239)

The total General Fund operating deficit plus net operating transfers is \$881,000. The Town's General Fund is obligated to fund debt payment and sewer operations. Accounting for capital investment transfers of \$665,000, the total General Fund reserves needed in FY 2021-22 is \$1.55 million.

At the April 28th Council meeting, the City Council directed staff to further refine the budget and bring back more information regarding the impact of the Covid 19 pandemic on Recreation and Facility Operations. The City Council was open to the proposed operating program and the need to use unassigned reserves to fund the funding deficit, shown as Change in Fund Balance in Table 1 above.

After the April 28, 2021 City Council meeting, staff refined the FY 2021-22 capital program and returned to the City Council on May 12, 2021 with a study session for the capital program. As shown in Table 2 below, the total Capital Program budget for FY 2021-22 is \$1.08 million, with \$235,000 of projected carryover of unspent project budget.

Table 2 2021-2027 Capital Program	2021/22 Budget		2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded
	Carryover	New Request	Projection	Projection	Projection	Projection	Projection	Budget
1. Streets, Sidewalk, & Bikeways	\$ 40,000	\$ 157,000	\$ 975,000	\$ 400,000	\$ 792,900	\$ 0	\$ 0	\$ 60,450,000
2. Sewer & Storm Drains	0	0	70,000	95,000	70,000	0	0	0
3. City Facilities & Long-Range Plan	195,000	174,025	1,175,000	270,000	99,025	0	0	0
4. Major Equipment, Technology & Fleet	0	515,000	670,000	245,000	185,000	180,000	180,000	0
Total Program Budget & Projection	\$ 235,000	\$ 846,025	\$ 2,890,000	\$ 1,010,000	\$ 1,146,925	\$ 180,000	\$ 180,000	\$ 60,450,000
Total Program Budget for FY 2021/22 \$ 1,081,025								

During the Capital Budget Study Session, the City Council directed staff to program and complete the F-Street Retaining Wall (902) project before the 2021 rainy season, if possible, and to potentially drawdown on other capital projects, such as the Financial Software Update and Replacement (965). At this point, the construction costs for the F-Street Retaining Wall is unknown and a budget amendment will be brought forward to the City Council for consideration, post adoption of the FY 2021-22 Operating and Capital Budget.

The proposed FY 2021-22 Operating and Capital Budget (Attachment A) incorporates City Council's feedback from the prior two study sessions and the changes discussed in the Analysis.

ANALYSIS

The proposed FY 2021-22 Operating and Capital Budget continues to be a conservative budget. It accounts for uncertainties surrounding the Covid 19 pandemic and its impact on Town revenues and operation. The FY 2021-22 Budget includes assumptions that revenues will not fully return to pre-Covid levels until the end of September or October of 2021. On the other hand, with Governor Newsom's plan to reopen California on June 15, 2021, the Town's FY 2021-22 Expenditure Budget assumes the Town will reopen all facilities and be in full operation on July 1, 2021. Table 3 below is the draft budget.

Table 3 Town-wide Financial	General Funds	Special Revenues & Debt Funds	Capital Funds	Vehicle Replacement Fund	Enterprise Funds	Total
Operating Activities						
Revenues	\$ 17,531,264	\$ 290,652	\$ 22,000	\$ 256,500	\$ 1,129,468	\$ 19,229,885
Expenditures	17,982,721	517,697	886,192	164,000	1,337,375	20,887,985
Operating Surplus / (Deficit)	(451,457)	(227,045)	(864,192)	92,500	(207,907)	(1,658,100)
Net Transfers In/(Out)						
Capital Program	(532,025)	(150,000)	682,025	0	0	0
Debt & Sewer	(535,756)	297,569	0	0	238,187	0
Net Transfers In/(Out)	(1,067,781)	147,569	682,025	0	238,187	0
Fund Surplus / (Deficit)	(1,519,238)	(79,476)	(182,167)	92,500	30,280	(1,658,100)
"Change in Fund Balance"	(1,519,238)	(79,476)	(182,167)	92,500	30,280	(1,658,100)

Changes from April 28, 2021 Budget Study Session

Comparing Table 3 and Table 1 above, total Town-wide revenues reduced by \$154,000 and expenditures increased by \$291,000 since the April 28, 2021 City Council Budget Study Session.

Revenue reduction accounts for correction in Creekside Villa rental income from \$360,000 to \$180,000, an addition of \$20,000 in grant reimbursements for the Housing Element Update (996) project, and an increase of \$6,000 in Gas Tax (and RMRA) revenues per recent revenue distribution notice.

The expenditure budget increased by \$291,000, with \$106,000 in General Fund and \$185,000 in the capital program. The Police Department is anticipating having four known vacancies with three Officer positions vacant. The Police Administration Overtime budget was increased by \$100,000 to account for overtime cost due to the vacant positions. The overtime budget is for patrol coverage while the positions are being filled and the newly hired police officers are trained. This \$100,000 is a limited time budget increase and will be removed in the FY 2022-23 budget if the department is fully staffed. The increase of \$185,000 in the capital program is primarily from projected unspent capital project budgets to be carried over to FY 2021-22. Final amounts to be carried over from FY 2020-21 to FY 2021-22 will be based on actual available project budget on June 30, 2021 and will be presented as part of the FY 2020-21 Capital Program closeout.

Department Budget Compared to Pre-Covid Budget

Table 4 below compares the FY 2021-22 Proposed Budget to the budget for the prior five years. Budgets for FY 2016-17 through FY 2019-20 reflect the Town's operation prior to the Covid 19 pandemic. The average growth is 8% from year to year. The reason for the growth includes COLA and CPI adjustments and increases in pension and OPEB cost. Comparing the FY 2021-22 Proposed Budget to FY 2019-20 Final Budget, it shows that the increase in budget is within the reasonable average growth.

Table 4 Expenditure Budget Comparison By Function	Pre-Covid Budget				Average Annual Growth	Covid 19 2020/21 Final Budget	2021/22 Budget	Change from 2019/20 Budget
	2016/17 Final	2017/18 Final	2018/19 Final	2019/20 Final				
	Budget	Budget	Budget	Budget				
	[a]	[b]	[c]	[d]	Average of [b]/[a], [c]/[b], [d]/[c]	[e]	[e]/[d]-1	
General Government	\$ 2,528,985	\$ 2,732,117	\$ 2,954,980	\$ 3,258,259	9%	\$ 3,254,095	\$ 3,725,490	14%
Public Safety	6,567,380	7,257,800	7,800,089	8,678,943	10%	7,653,097	9,167,209	6%
Public Works & Planning	3,215,530	3,260,730	3,595,320	3,778,553	6%	3,162,401	3,874,408	3%
Facility Operations	580,450	597,580	699,800	825,775	13%	547,008	832,482	1%
Recreation	972,740	1,006,736	1,025,840	1,115,908	5%	664,354	1,015,635	-9%
Debt Services	303,170	297,070	299,869	297,369	-1%	297,218	297,569	0%
Insurance (Liability / Property)	595,000	652,100	652,500	741,300	8%	729,728	885,000	19%
Subtotal - Operating	14,763,255	15,804,133	17,028,398	18,696,107	8%	16,307,900	19,797,793	6%
Capital Improvement Program	17,256,587	15,921,377	8,521,089	4,958,747	-32%	3,062,789	1,090,192	-78%
Total Expenditure	32,019,842	31,725,510	25,549,487	23,654,854	-9%	19,370,689	20,887,985	-12%

The main drivers of the increase from FY 2019-20 to FY 2021-22 include:

- \$100,000 increase in police overtime due to vacancies,
- \$210,000 increase due to implementation of FY 2020-21 COLA and step increases,
- \$340,000 increase due to rise in medical and other benefit, as well as increase in contributions to 115 trusts and to CalPERS,
- \$79,000 increase to supplies & services to account for supplies needed to reopen Town facilities,
- \$95,000 or 3% increase to professional & contract services per CPI,

- \$76,000 increase to sewer services,
- \$52,000 increase to in facility operations to account for new landscape contract and deferred maintenance, and
- \$144,000 or 19% increase to liability and property insurance premium due to the unfavorable insurance market. Due to the increase in wildfires and large claims against public agencies, many insurance carriers have left the California public sector market in recent years.

Table 5 below shows the budget changes by expenditure categories between FY 2021-22 and FY 2019-20.

Table 5 Expenditure Budget Comparison By Categories	Pre-Covid Budget				Covid 19	2021/22 Budget	Change from 2019/20
	2016/17 Final Budget	2017/18 Final Budget	2018/19 Final Budget	2019/20 Final Budget	2020/21 Final Budget		
				[a]		[b]	[b] - [a]
Salaries & Wages	\$ 4,929,520	\$ 5,122,135	\$ 5,702,100	\$ 6,100,689	\$ 5,992,142	\$ 6,417,156	\$ 316,467
Benefits	3,606,820	4,209,938	4,480,070	5,172,195	4,160,788	5,512,516	340,321
Supplies & services	1,044,945	1,219,840	1,241,681	1,425,440	957,913	1,503,941	78,501
Professional & Contract Services	2,820,850	2,809,070	2,981,828	3,082,039	2,548,539	3,176,779	94,740
Sewer Services	890,000	900,000	974,150	1,054,700	1,044,186	1,130,350	75,650
Facility Operations	580,450	597,580	699,800	825,775	580,636	877,482	51,707
Debt Services	295,670	293,470	296,269	293,969	293,968	294,569	600
Insurance (Liability / Property)	595,000	652,100	652,500	741,300	729,728	885,000	143,700
Subtotal - Operating	14,763,255	15,804,133	17,028,398	18,696,107	16,307,900	19,797,793	1,101,686
Capital Improvement Program	17,256,587	15,921,377	8,521,089	4,958,747	3,062,789	1,090,192	(3,868,555)
Total Expenditure	32,019,842	31,725,510	25,549,487	23,654,854	19,370,689	20,887,985	(2,766,869)

Town-Wide Reserves

Table 6 below shows the Town's projected reserve balances at June 30, 2022 based on the conservative projections above. In the table below, unassigned reserves show a reduction of \$4.62 million. The reduction includes a transfer of \$3.00 million from General Fund unassigned reserve to Budget Stabilization reserve per the Town's reserve policy. The FY 2021-22 Budget is also requiring a drawdown on General Fund unassigned reserve by \$1.52 million.

Table 6	6/30/2020	6/30/2021	6/30/2022	Change from
Town-wide Fund Balance	Actual	Projected	Projected	FY 2020/21
Committed Reserve		[a]	[b]	[b]-[a]
Budget Stabilization	12,000,000	12,000,000	15,000,000	3,000,000
Debt Reduction	600,000	600,000	600,000	0
Accrued Leave Payout	715,000	683,946	788,671	104,725
Assigned Reserve				
Litigation	100,000	100,000	100,000	0
Insurance	100,000	100,000	100,000	0
Disaster Response & Recov	750,000	750,000	750,000	0
Other Assignend Reserve				
Special Revenue & Debt Fu	882,098	1,018,948	939,472	(79,476)
Capital Funds	3,617,099	3,302,794	3,120,628	(182,167)
Fleet Replacement Fund	754,688	740,869	833,369	92,500
Enterprise Funds	143,283	242,870	273,150	30,280
Unassigned Reserve	9,277,362	9,745,750	5,121,787	(4,623,963)
Total Reserve Balance at	28,939,530	29,285,176	27,627,076	(1,658,100)

Changes in the Budget Document

The proposed FY 2021-22 Operating and Capital Budget is developed and reported entirely using OpenGov Budget, Reports, and Stories platforms. With the use of these platforms, the budget can be presented in new ways, such as video messages for the City Manager's Message and Town History rather than the traditional written narrative. The financial data are also linked to the OpenGov Reports and allows users to change displays from pie-charts, line charts, tables, etc. In some cases, users can click on the chart and go to OpenGov Reports to drill down on specific revenue and expenditure categories and change the summary view by categories to departments, or by funds. In other cases, OpenGov Reports are embedded into the budget document and the corresponding data table is included below the charts. These functionalities are to provide the Town's financial data in a dynamic and responsive way.

It is important to note that OpenGov Reports by default summarizes data by categories, departments, or funds. The details are available with the click of the mouse either within the budget document itself or in OpenGov Reports. The printed version of the budget document as Attachment A, however, does not have these functionalities. A video on how to navigate through the digital budget can be found at:

<https://stories.opengov.com/colmaca/published/EKt4AU0Ht>

Reasons For the Recommended Action/Findings

Providing for early public discussion of the Town's Financial Plan allows an opportunity for staff to evaluate and incorporate any comments from the City Council and new items that may not be included in the budget.

Council Adopted Values

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

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

Alternatives

In addition to providing feedback on the budget, the City Council may provide direction to staff on budgetary items to add or be removed.

CONCLUSION

Staff is requesting feedback on the proposed FY 2020-21 budget. Changes will be incorporated in the final budget document to be considered and adopted after the public hearing on June 9, 2021. A more detailed budget document will be provided in advance of these meetings.

ATTACHMENT

- A. FY 2021-22 Operating and Capital Budget.

Web version: <https://stories.opengov.com/colmaca/published/ub0shwb9l>



Town of Colma, California

www.colma.ca.gov

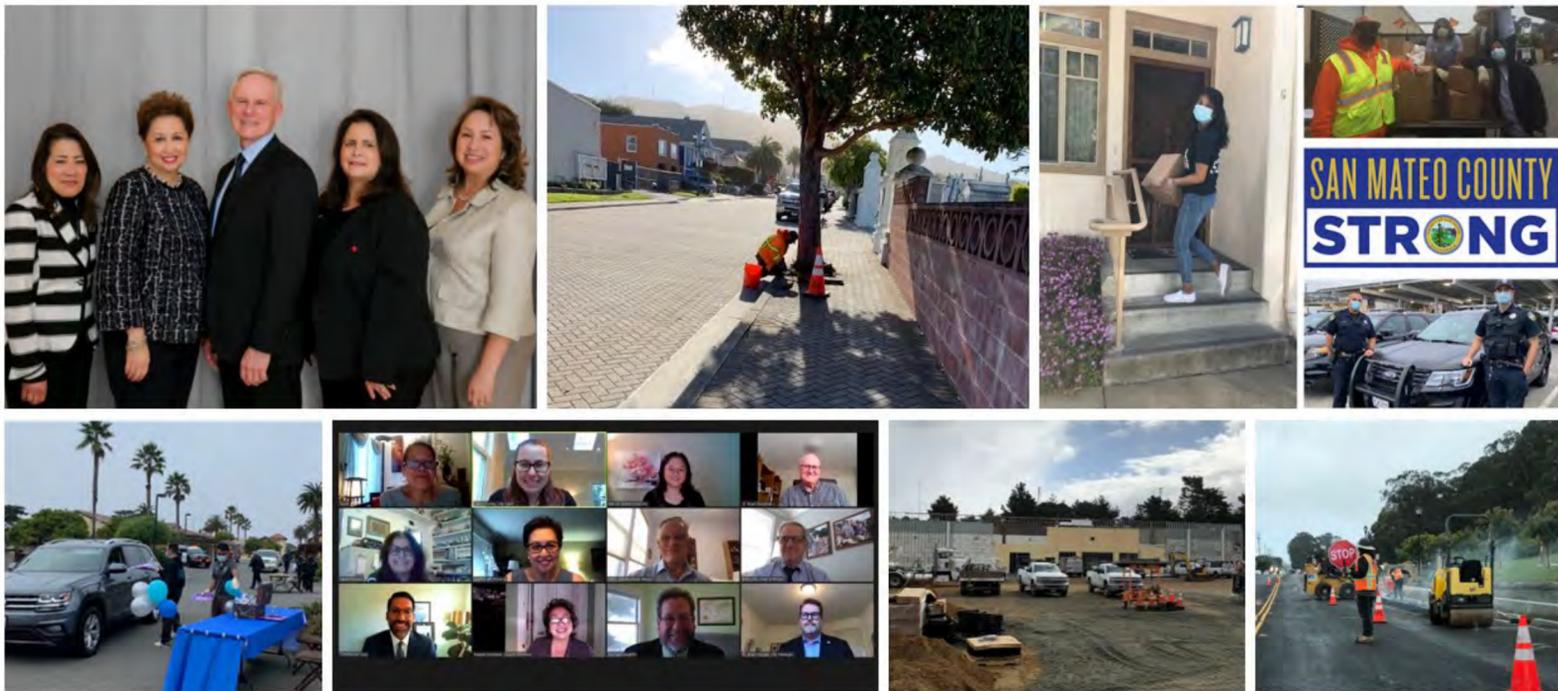
Annual Budget (Proposed)

Fiscal Year 2021-22

[Town Website](#)

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Budget Cover

(The picture (right) is linked to the full PDF document)

About this Document

The Fiscal Year 2021-22 Budget is the Town of Colma's operating and capital plan for the year.

About the Cover

Photo in order from top left to bottom right:

- Colma City Council
- Pavers Repair @ Sterling Park Neighborhood
- Food Delivery at Residents Door
- Food Delivery at Public Works truck
- Food Delivery with Colma Police
- Recreation and Police Drive Through Event
- City Council Zoom Meeting
- Development at 775 Serramonte Blvd
- Mission Road Bicycle and Pedestrian Improvement



Elected Officials and Appointed Officials

Elected Officials:

- Diana Colvin (Mayor)
- Helen Fiscaro (Vice Mayor)
- Raquel "Rae" Gonzalez (Council member)
- Joanne F. del Rosario (Council member)
- John Irish Goodwin (Council member)

Appointed City Officials:

- City Manager - Brian Dossey
- Police Chief - John Munsey
- Administrative Services Director - Pak Lin
- Recreation Manager - Vacant

Planning, Building, Engineering and Legal Services are contracted out.

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[Budget At A Glance](#)
[Colma Profile](#)
[Colma Revenues Profile](#)

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[Projected Reserve Balance for All Funds](#)
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[City Facilities & Long-Range Plans](#)
[Major Equipment, Technology, & Vehicles](#)

[Financial Trends and Projections](#)
(includes assumptions, trends, and projections by fund categories)

Appendix

[2021-22 Appropriation Limit](#)
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- [Budget Adoption](#)
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Budget Award

The Town did not pursue the budget in FY 2020-21. Due to the Covid-19 pandemic, the Town rolled over the FY 2019-20 budget to FY 2020-21 and shifted our attention from budget document development to pandemic response. Therefore, the FY 2020-21 budget document was an abbreviated budget and did not include several sections required by the GFOA and CSMFO budget award. The abbreviated budget document can be found at:

<https://stories.opengov.com/colmaca/published/EbzmlxBIP>

Introductory

FY 2021-22 Budget

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Navigating Through the Digital Budget

The screenshot shows a YouTube video player interface. The video title is "Navigating Through the Digital Budget" and the thumbnail image shows the Colma Town Hall with the text "Fiscal Year 2021-22" overlaid. Below the video player, there are navigation buttons: "Town Website", "(Table of Contents)", and "Next". There are also social media sharing icons for Facebook and Twitter. At the bottom of the video player, there is a "Watch on YouTube" button and a row of four small thumbnail images: a group of five people, a street scene with a tree, a person walking up steps, and a person in a library setting.

City Manager's Message



Budget At A Glance

<<YouTube video will be embedded by June 9, 2021>>



Expenditure by Funds

Help ▾ Share ▾

Updated On 21 May, 2021

← Back History ▾ Reset

Broken down by

Funds

City Manager/City Clerk/Admin

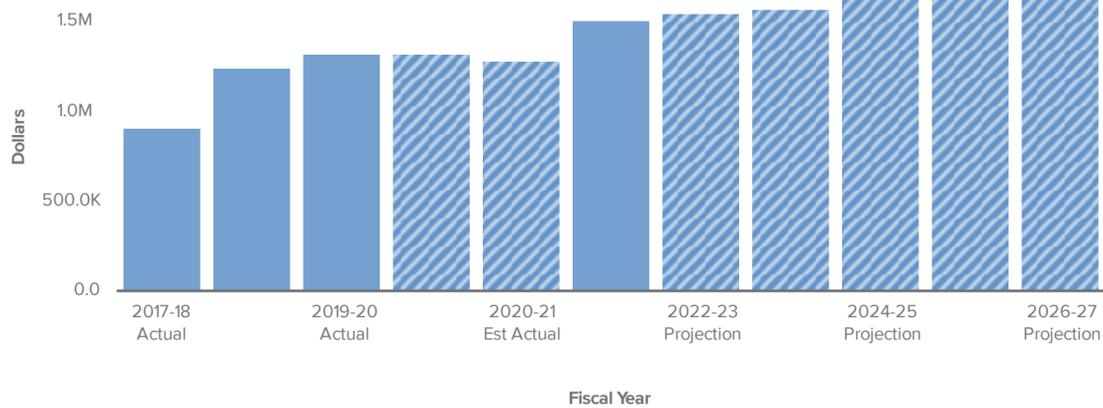
Expenses



Sort Large to Small ▾

● General Fund

Visualization



Colma Profile

Colma History

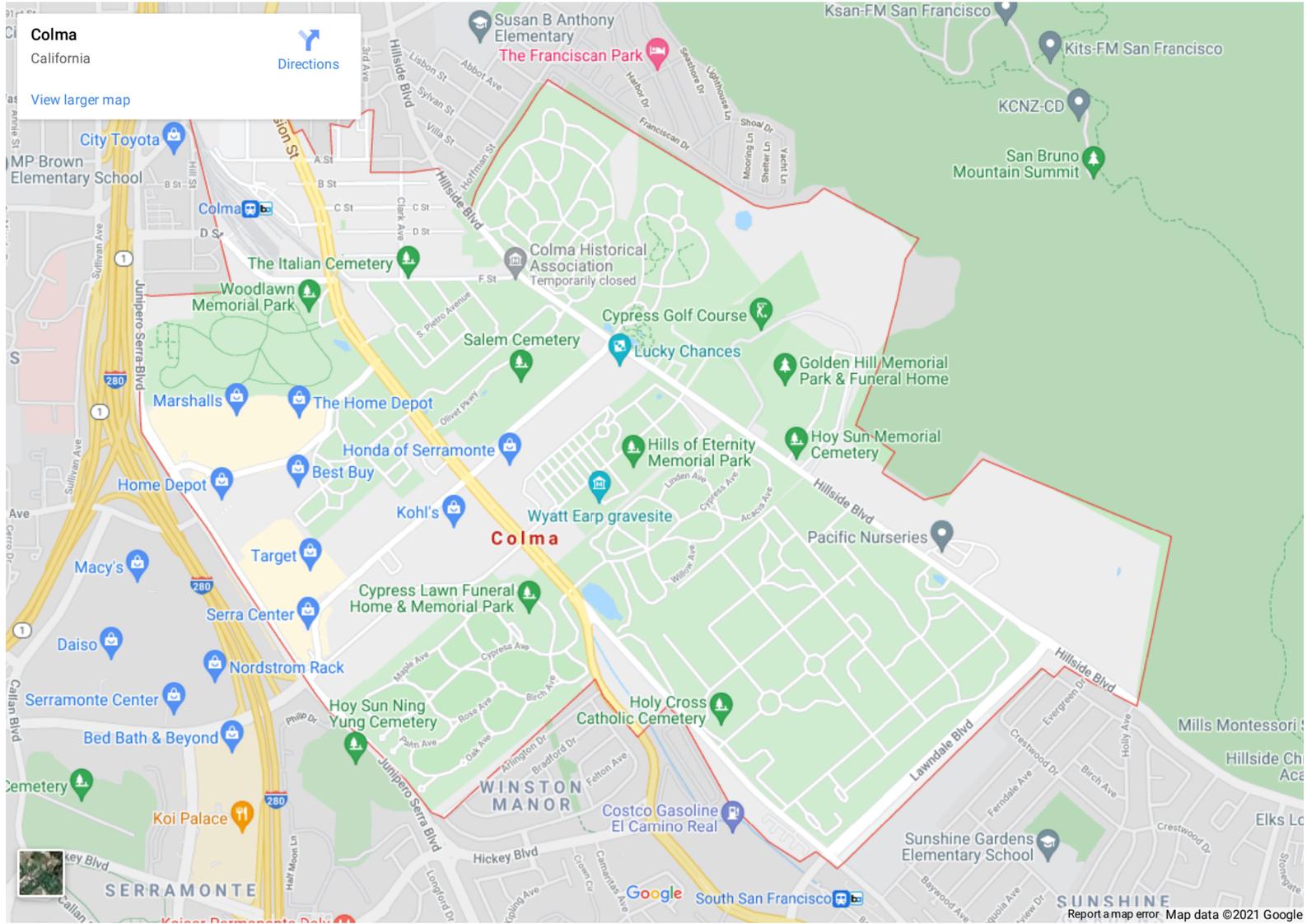


More information about Colma history is available at the Colma Historical Association website at <https://www.colmahistory.com/history.html>

Map of Colma

Courtesy of Google Map

Colma is located 11 miles South of San Francisco and 47 miles north of San Jose.



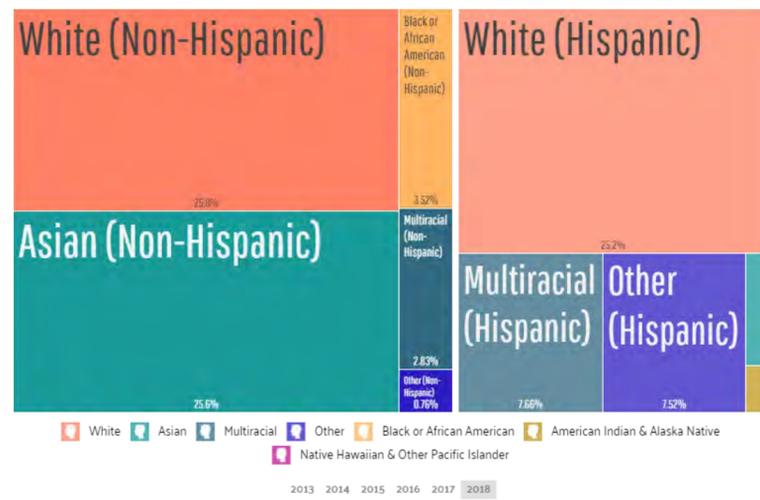
Colma Census Data

Population Growth

Year	Colma	San Mateo County	California
1930	369	77,405	5,677,251
1940	354	111,782	6,907,387
1950	297	235,659	10,586,223
1960	500	444,387	15,717,204
1970	537	557,361	19,971,069
1980	395	587,239	23,667,764
1990	1,103	649,623	29,760,021
2000	1,187	707,163	33,871,653
2010	1,637	745,858	37,253,956
2020	1,729	774,485	39,782,870

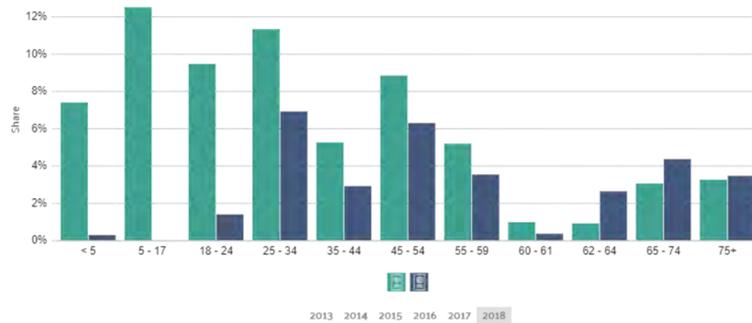
Source data: California Department of Finance

Race and Ethnicity



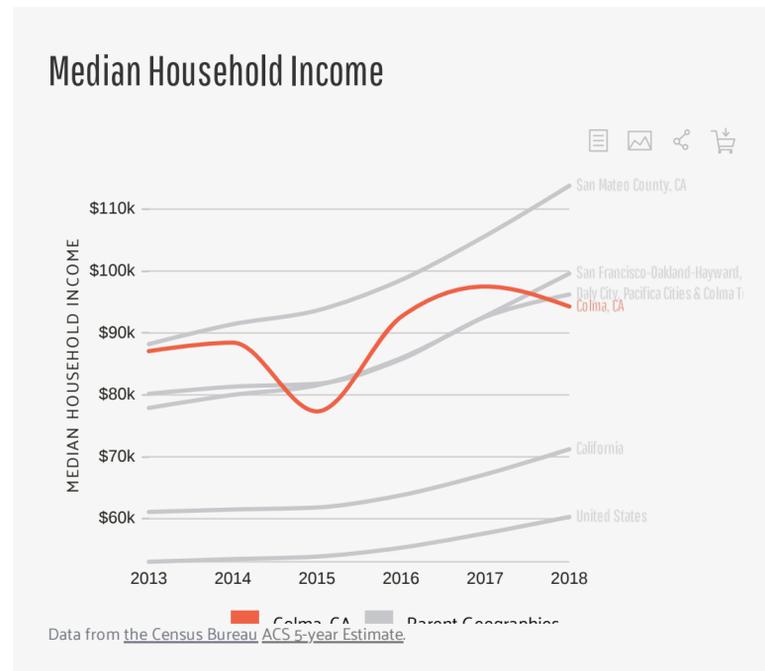
Source data: <https://datausa.io/profile/geo/colma-ca>

Age Ranges



Source data: <https://datausa.io/profile/geo/colma-ca>

Household Income



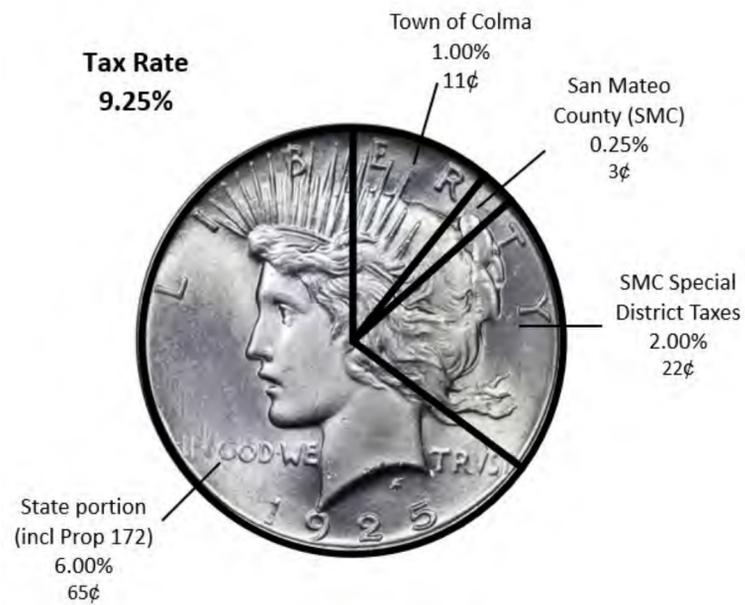
Source data: <https://datausa.io/profile/geo/colma-ca>

Colma Revenues Profile

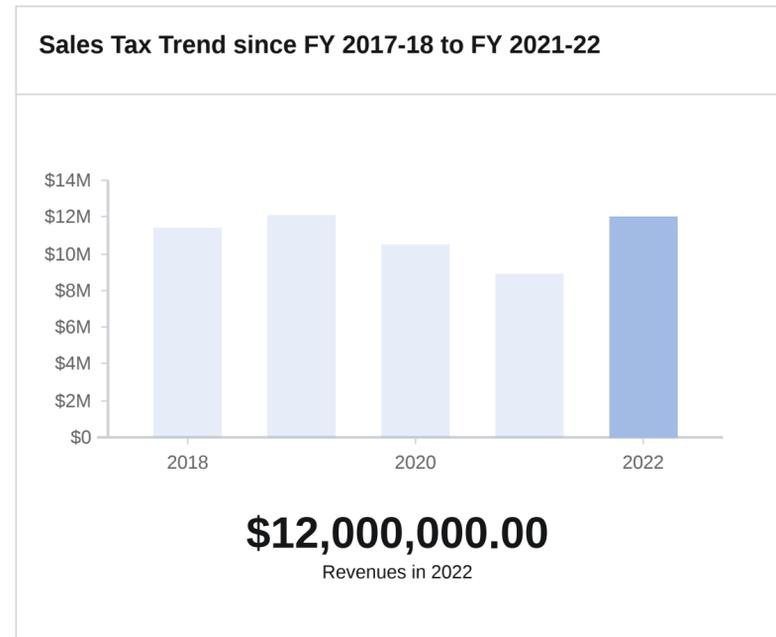
The Town's main sources of revenues are sales, cardroom, and property taxes. Cardroom tax is based on gross revenue.

Sales Tax Revenues

Where does my sales tax dollar go?

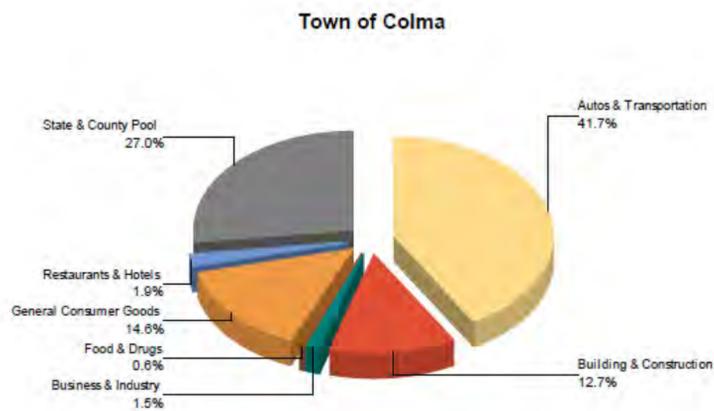


Sales Tax Trend

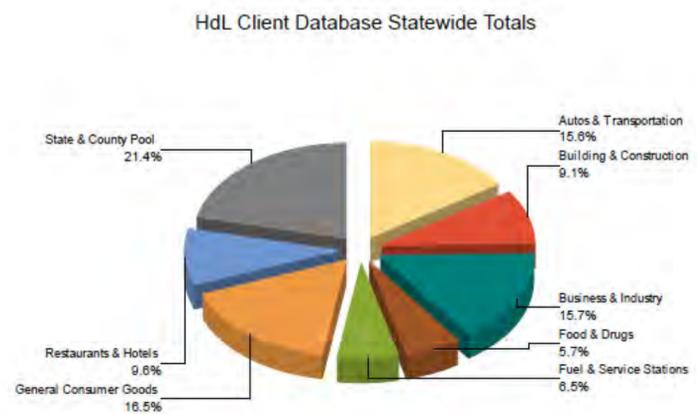


The tax rate for San Mateo County is 9.25%. The chart above shows that for every dollar of sales tax you pay, 11 cents goes to the Town of Colma.

2020 Sales Tax Comparison



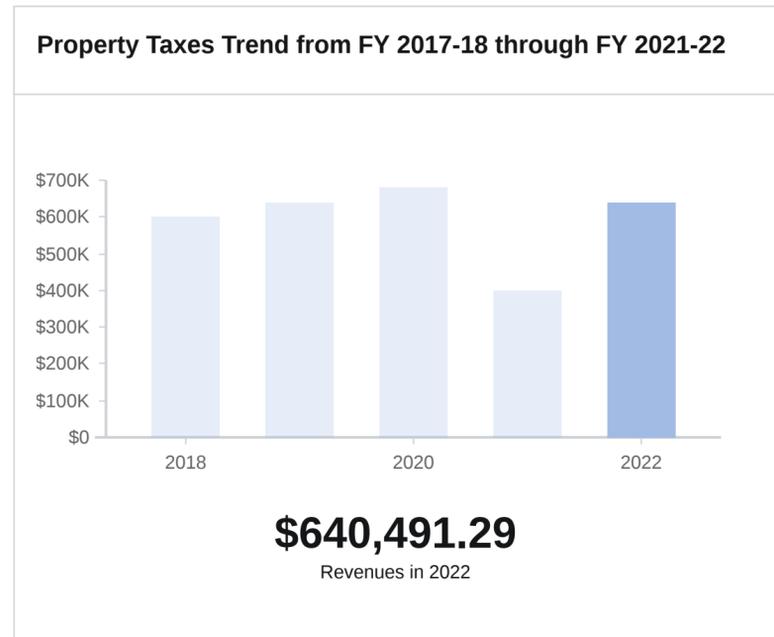
HdL Client Database Statewide Totals



Where Does my Property Tax Dollar Go?



Property Tax Trend



For every dollar of property tax you pay, the Town gets 7 cents. This does not include special bonds and other fees added to the property tax roll.

Major Employers in Colma

* Based on currently issued business licenses as of 5/7/21 (During Covid-19)

Major Employers : Sheet2

Business Name	Number of Employees*	Business Type
Ashley Homestore	19	Retail
Best Buy	92	Retail
Black Bear Diner	37	Restaurant
Cadillac	25 starting 55 when fully running	Automobile Dealership
Car Max	68	Automobile Dealership
Cypress Lawn	153	Cemetery
Home Depot	241	Retail
Home Depot Pro	200	Retail
Honda of Serramonte	94	Automobile Dealership
Kohl's	112	Retail
Lexus of Serramonte	79	Automobile Dealership
Lucky Chances	199	Cardroom with Restaurant, Coffee Shop, Bar and Gift Shop
Serramonte Ford	122	Automotive Dealership
Stewart Chevrolet Chrysler Dodge Jeep Ram	102	Automobile Dealership
Target	334	Retail
Tesla	12	Automobile Dealership

Budget Overview

FY 2021-22 Budget

(The budget presentation has been adapted for OpenGov Stories platform. The charts and tables have changed but the narratives are the same.)

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Economic Assumptions for FY 2021-22

The FY 2021-22 Budget projects total revenues to be \$19.4 million, the operating budget to be \$19.8 million, and the capital program to be \$1.1 million. The General Fund is the main revenue source for Town operations. In addition to supporting operations in the General Fund (Fund No 11, 12, & 19), General Fund revenues also support the capital program, debt service, and sewer operations, through annual transfers. For this reason, the analysis below will focus primarily on the General Fund.

Overall General Fund Budget

For FY 2021-22, the General Fund is projected to receive \$17.5 million in revenues, to spend \$18.0 million in operations, and to transfer \$1.1 million to support capital, debt, and sewer programs. After transfers, the General Fund will need \$1.5 million of unassigned reserves.

Help Share

Updated On 20 May, 2021

Back History Reset

Broken down by

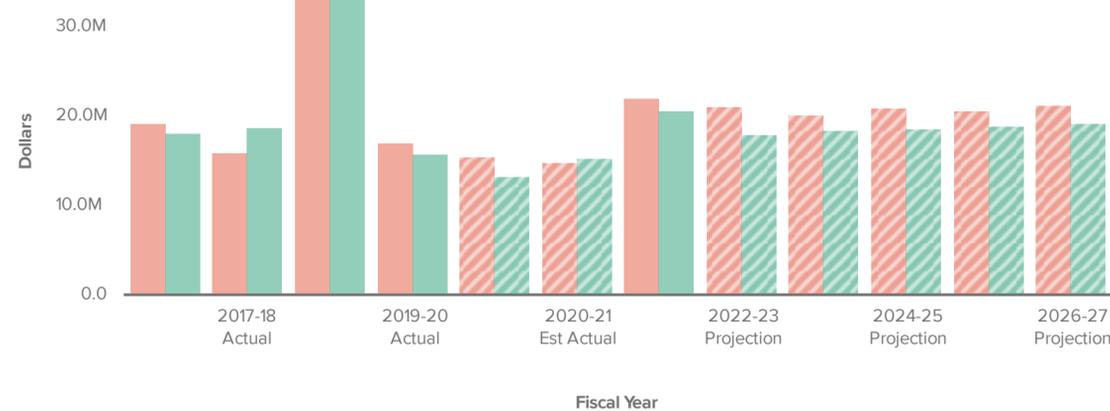
Types General Fund

Bar Chart Line Chart Pie Chart

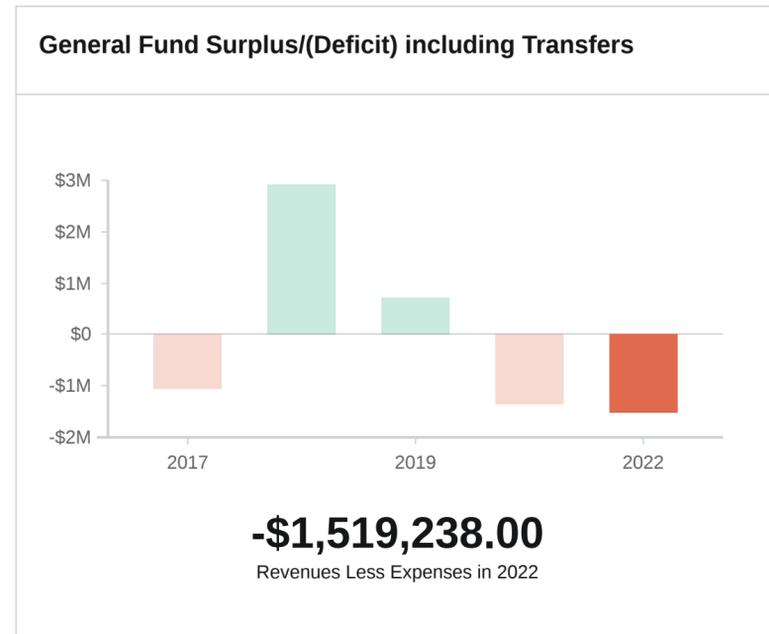
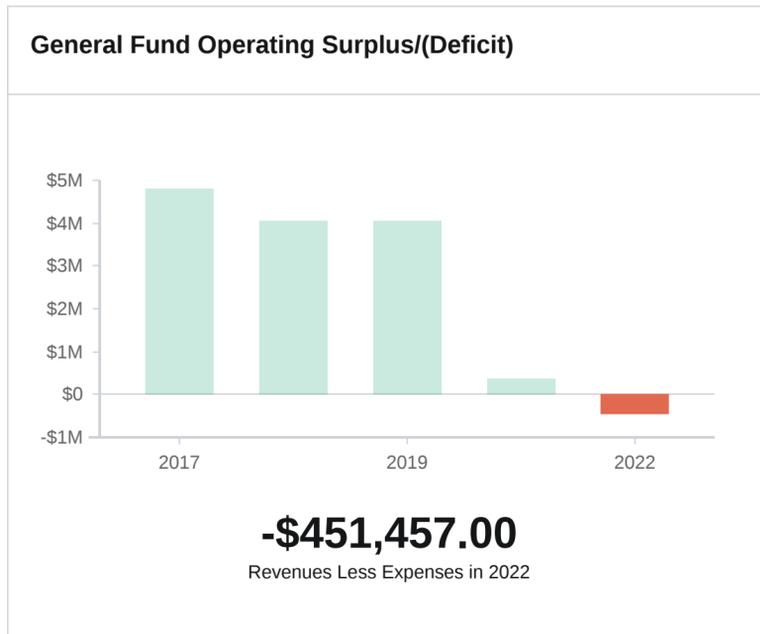
Sort Large to Small

Expenses Revenues

Visualization



General Fund Revenue and Expenditure



The General Fund operating deficit for FY 2021-22 is projected to be \$451,000. It reflects the difference between the projected General Fund revenues of \$17.53 million and the General Fund expenditures budget of \$17.98 million. Since the Town's General Fund also supports capital, debt, and sewer operations, the operating deficit of \$451,000 does not reflect the full picture.

As stated above, after accounting for General Fund transfers, the net fund deficit is \$1.52 million for FY 2021-22. Transfers include \$532,000 to the Capital Program (31 & 32), \$298,000 to Debt Service (43), and \$238,000 to Sewer Operations (81).

General Fund (11) transfers include \$3.0 million to fund the Budget Stabilization Reserve (12) per the Town's reserve policy. Fund 11 and Fund 12 are classified as General Fund for reporting purposes and the transfers between Fund 11 and Fund 12 offsets each other.

General Fund Revenues

Since the Shelter-in-Place order was announced in March of 2020, the Town saw a reduction of roughly \$5.8 million in revenues. The total FY 2019-20 revenues was \$2.8 million less than FY 2018-19 Actuals, and the FY 2020-21 revenues is projected to be \$3.1 million less than FY 2018-19 Actuals. The Town originally expected revenues to be less in both years due to the shelter in place order. Below is a brief explanation of how the Covid-19 pandemic impacted the Town's revenues in FY 2020-21 and how the Town expects the largest three revenue sources to recover in FY 2021-22, representing 93% of Total General Fund revenues.

- **Sales tax:** Pre-Covid, the Town expected to receive \$11.4 million in sales tax revenues in FY 2019-20. Due to the Covid-19 pandemic, the Town received \$10.5 million in FY 2019-20. We expected the revenue for FY 2020-21 to be similar to FY 2019-20, with a projected budget of \$10.4 million. Because of the enactment of the Wayfair decision (<https://www.cdtdfa.ca.gov/industry/wayfair.htm>), the Town will receive \$12.0 million in sales tax revenues in FY 2020-21. The Wayfair decision impacted the reporting and remittance requirement for online sales and the revenues are distributed to the Town as use tax, a component of sales tax revenues. The Town expects revenues in FY 2021-22 to be the same as FY 2020-21 Estimated Actual because of potential supply shortage and changing online merchant arrangements.
- **Cardroom tax** is the Town's second largest general fund revenue source. The Town originally projected to receive \$4.3 million in cardroom tax revenues in FY 2019-20. The shelter-in-place order in March dropped the monthly revenues from \$350,000 to \$17,000, reducing the total FY 2019-20 cardroom tax revenue to \$3.3 million. The trend continued in FY 2020-21, where the cardroom facility was closed to the public for a majority of the fiscal year. As the county moved through the California Covid tiers, the Town's cardroom industry began to reopen with limited capacity. Based on the latest estimates, the Town expects to end the fiscal year 2020-21 at \$1.8 million. The FY 2021-22 Budget of \$3.5 million assumes that the cardroom industry will operate at 80% capacity in the first few months of FY 2021-22 before returning to full capacity.
- **Property and other taxes** is a relatively stable revenue source. Growth is limited to 2% per year, per Prop 13, but during an economic crisis, property values may reduce per Prop 8 housing valuation relief. In general, property tax impacts are delayed by 2 years, whereas sales tax and cardroom tax revenues can be impacted immediately. Since the Covid-19 pandemic began in FY 2019-20, the Town projected a more conservative number for FY 2021-22 at \$787,000.

General Fund Revenues by Categories Trend

Updated On 20 May, 2021

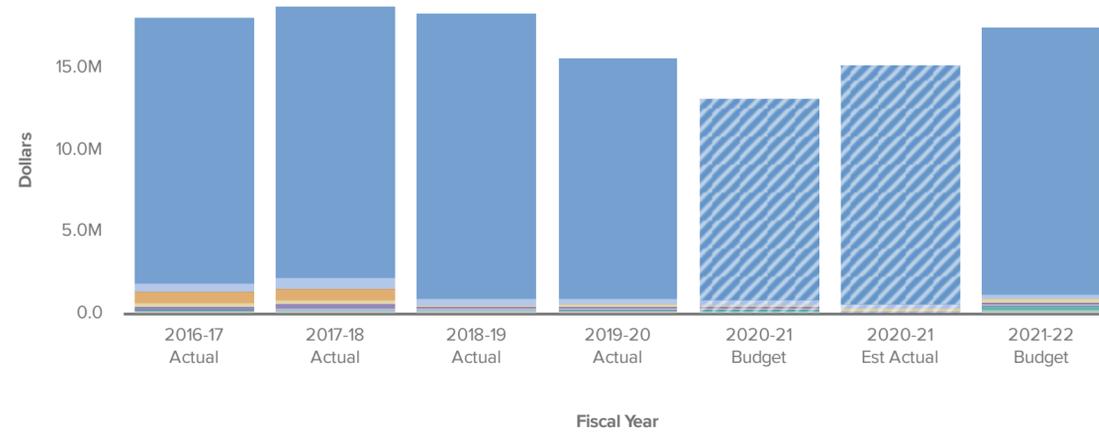
← Back History ▾ Reset

Broken down by
Revenues General Fund



Sort **Large to Small** ▾

Visualization



- Taxes
- Use of Property / Interest - ...
- Charges - Sewer
- Licenses - Engineering & B...
- Licenses - Planning
- Fines
- Intergovernmental - General

General Fund Tax Revenue Trend

Updated On 20 May, 2021

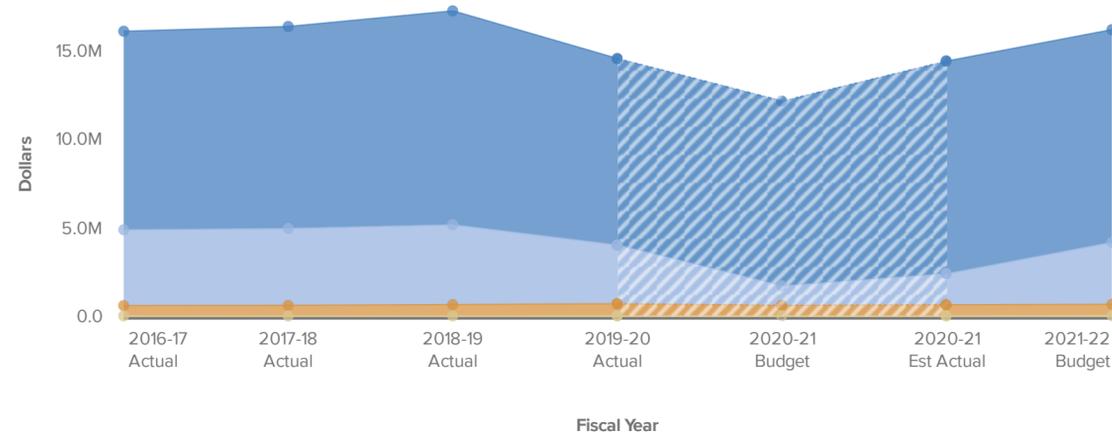
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Broken down by
Taxes General Fund



Sort **Large to Small** ▾

Visualization



- Sales Tax
- 31115 - Cardroom Taxes
- Property Taxes
- Other Taxes

General Fund Expenditure

The FY 2021-22 General Fund budget is \$18.0 million, an increase of \$3.8 million from FY 2020-21 Estimated Actual, \$2.7 million more than FY 2019-20 Actual, and \$1.01 million more than the FY 2019-20 Budget.

In response to the financial impact from the Covid-19 pandemic, the Town cut \$1.7 million from the FY 2019-20 budget in March through a hiring freeze (\$221k), reducing contribution to the 115 Trusts by half (\$988k), suspending capital purchases (\$300k), and eliminating the \$500k transfer to the Capital Fund from the General Fund. These temporary cost cutting measures were continued in FY 2020-21. The FY 2021-22 Budget restores the Town's operation to pre-Covid service levels, including aiming to be fully staffed, making contributions to 115 Trusts at 100%, replacing vehicles and equipment as necessary, and hosting recreation events and programs.

The FY 2021-22 Budget also includes initiatives identified in the Town's 2020-2022 Strategic Plan, which can be found on the Town's website (<https://www.colma.ca.gov/strategic-plan/>). These initiatives include engaging consultants for economic development (\$50k) and revenue strategies (\$100k).

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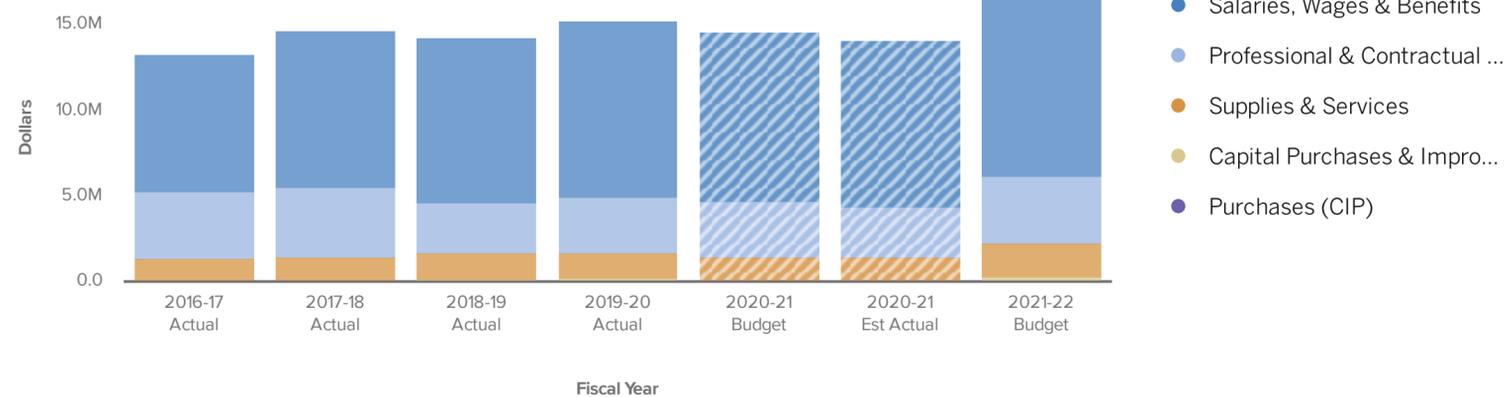
Broken down by

Expenses ▾ General Fund



Sort Large to Small ▾

Visualization



Town-Wide Financial Summary for Fiscal Year

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Updated On 20 May, 2021

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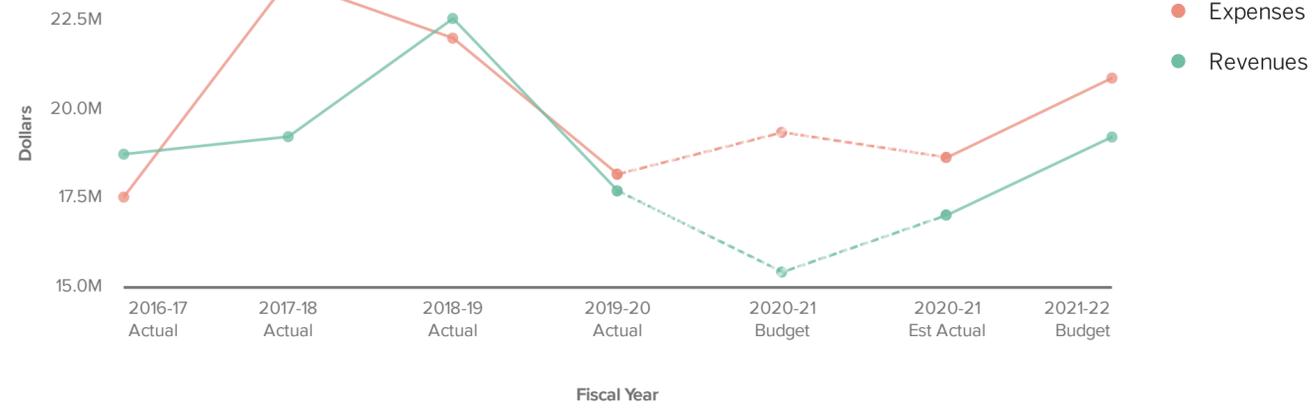
Broken down by

Types Funds ...



Sort Large to Small ▾

Visualization



Revenues & Expenditure Summary

Revenues by Categories for All Funds

Help ▾ Share ▾

Updated On 20 May, 2021

[← Back](#)
[↻ History ▾](#)
[↺ Reset](#)

Broken down by

Revenues
[▾ Funds ...](#)

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▸ Taxes	\$ 16,465,151	\$ 17,347,195	\$ 14,653,538	\$ 12,258,246	\$ 14,520,430	\$ 16,287,308
▸ Charges - Sewer	741,035	824,239	850,366	892,885	897,299	942,163
▸ Use of Property / Interest - General	659,759	798,063	834,731	578,751	438,130	451,895
▸ Other Revenues	82,108	2,447,794	90,386	11,350	38,713	54,713
▸ Intergovernmental - Capital & PWs	238,228	264,010	277,924	992,861	572,488	182,152
▸ Intergovernmental - Police	160,552	237,162	188,144	111,168	161,418	123,020
▸ Licenses - Engineering & Building	203,800	86,655	157,924	109,049	157,256	229,256
▸ Allocations	0	80,510	250,000	65,000	0	354,725
▸ Licenses - Planning	353,127	100,899	130,886	47,308	49,920	51,920
▸ Intergovernmental - General	5,000	10,508	29,675	115,000	79,439	305,000
▸ Fines	65,128	89,509	95,293	80,139	67,862	86,000
▸ Charges - Recreation	78,530	83,662	58,396	61,792	21,135	55,500
▸ Charges - Police	60,472	65,794	48,911	46,130	38,176	56,137
▸ Use of Property - Recreation	63,548	75,712	38,585	31,279	-5,430	28,095
▸ Other Revenues - PWs	63,458	51,188	11,761	31,758	0	22,000
Total	\$ 19,239,895	\$ 22,562,901	\$ 17,716,521	\$ 15,432,716	\$ 17,036,836	\$ 19,229,885

Expenditure by Categories for All Funds

Help ▾ Share ▾

Updated On 20 May, 2021

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Broken down by

Expenses Funds ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▸ Salaries, Wages & Benefits	\$ 9,230,513	\$ 9,871,961	\$ 10,480,061	\$ 10,156,504	\$ 9,852,411	\$ 11,929,672
▸ Professional & Contractual Services	4,261,164	4,094,481	4,269,459	4,585,078	4,218,699	5,256,296
▸ Construction (CIP)	7,362,125	4,922,447	113,542	2,190,000	2,131,241	364,025
▸ Supplies & Services	1,505,144	1,760,905	1,595,957	1,519,508	1,540,069	2,087,923
▸ Planning and Design (CIP)	818,889	620,408	797,959	340,163	378,500	162,000
▸ Purchases (CIP)	172,362	305,619	325,631	270,542	239,884	543,500
▸ Capital Purchases & Improvements	0	138,675	1,393,708	5,000	0	250,000
▸ Debt Service	293,469	296,269	293,969	293,968	294,369	294,569
Total	\$ 23,643,665	\$ 22,010,764	\$ 19,270,286	\$ 19,360,764	\$ 18,655,174	\$ 20,887,985

Expenditure by Department for All Funds

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Broken down by

Departments Funds ... Expenses

Data

Collapse All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▼ Operating Budget	\$ 14,840,662	\$ 15,641,952	\$ 17,678,550	\$ 16,000,757	\$ 15,430,488	\$ 19,500,224
▶ Police	7,083,079	7,542,912	8,065,772	7,655,172	7,382,242	9,167,209
▶ Administration	3,156,444	3,415,471	3,750,694	3,861,117	3,682,729	4,519,090
▶ Public Works Maintenance	1,839,601	1,974,398	2,193,431	2,059,282	1,972,912	2,484,408
▶ Engineering & Building	851,235	740,296	1,316,665	753,289	731,454	939,000
▶ Recreation	981,429	994,060	1,083,396	664,354	488,444	1,015,635
▶ Facilities	485,177	659,072	562,481	547,008	552,229	832,482
▶ Planning	443,698	315,743	414,972	349,831	349,889	451,000
▶ Other: Non-Departmental	0	0	291,140	110,706	270,590	91,400
▶ Capital Program	8,507,935	6,067,143	1,294,517	3,062,789	2,927,317	1,090,192
▶ Debt Services	295,069	301,669	297,219	297,218	297,369	297,569
Total	\$ 23,643,665	\$ 22,010,764	\$ 19,270,286	\$ 19,360,764	\$ 18,655,174	\$ 20,887,985

Projected Reserve Balance

The graph below shows reserve balance by fund categories. The default is set on FY 2021-22. You can move the slider below the graph to a different fiscal year. The table below the graph will update with the balances corresponding to the selected fiscal year.

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Updated On 19 May, 2021

Search in table Search Showing 26 rows

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Broken down by

Fund Category ≤ 06/30/2022 × ≥ 07/01/2021 ×

Visualization



Inter-Fund Transfers Summary

The General Fund Transfer Out for FY 2021-22 totals \$4.07 million with \$532,000 to the Capital Program (31 & 32), \$298,000 to the Debt Service Fund (43), \$238,000 to Sewer Operations, and \$3.0 million to the Budget Stabilization Reserve per the Colma Reserve Policy ([CAC 4.01.150\(d2\)](#)).

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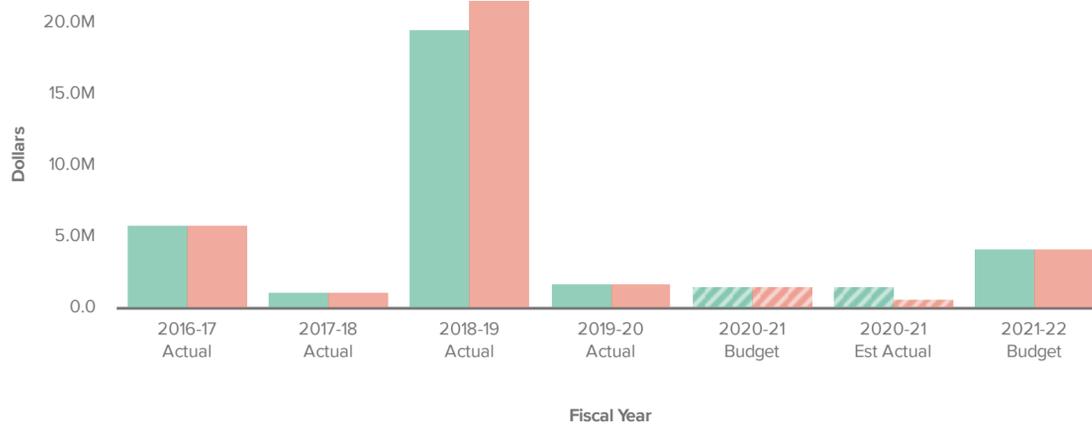
Broken down by

Types Funds ...



Sort Large to Small ▾

Visualization



Departmental Budget

FY 2021-22 Budget

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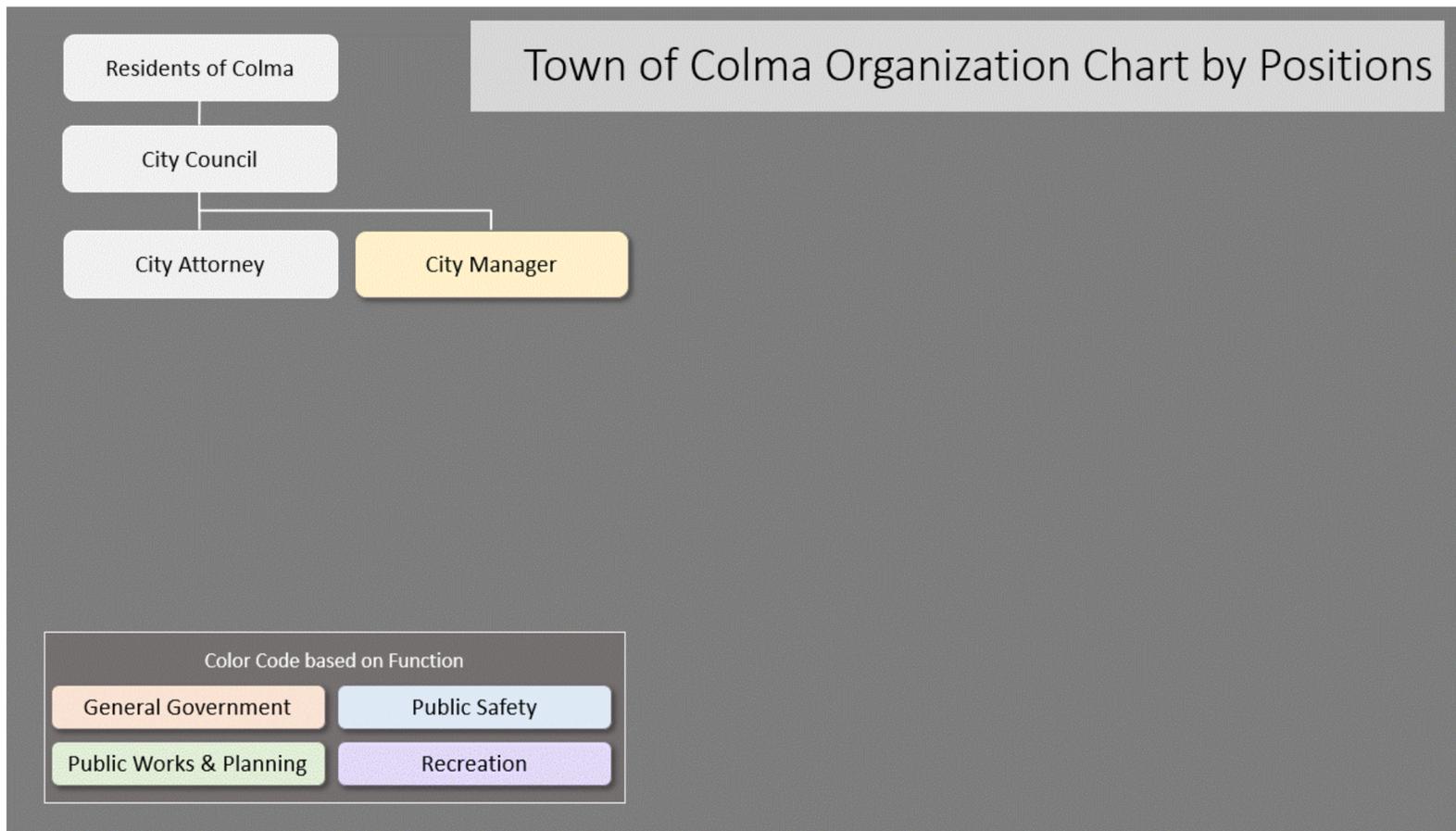
The Town's operation is made up of four main functions:

1. [General Government](#),
2. [Public Safety](#),
3. [Public Works & Planning](#), and
4. [Recreation](#)

Aside from Recreation, there are multiple departments/divisions within each of the functions above.

Organizational Chart

The organizational chart, below, is a .gif file and will repeat on its own.



Departmental Relationship

The Town's General Fund supports majority of the Town's operations. Below shows the relationship of each department to the various Town funds, including the percent of support from each fund.

Fund/Department Relationship : Sheet1

Department/Division	Governmental				Enterprise	
	General Fund	Gas Tax	COPS/SLESF	Debt Service	Sewer	City Properties
	11, 12, 19 Major	21 Minor	29 Minor	43 Minor	81, 82	83
General Government						
City Council (110)	100%					
City Attorney (130)	100%					
City Manager/Clerk (140)	100%					
Human Resources (141)	100%					
Finance (150)	100%					
General Services (151)	100%					
Debt Service (620)				100%		
Emergency Response (600)	100%					
Public Safety						
Police Admin (210)	100%					
Police Patrol (220)	100%					
Communication/Dispatch (230)	100%					
Community Services (240)	23%		77%			
Public Works & Planning						
Engineering & Building (310)	100%					
Maintenance (320)	51%	1%			48%	
Planning (410)	100%					
Facility Operations (800s)	86%					14%
Recreation	100%					

Sheet1

>
<

General Government

FY 2021-22 Budget

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General Government comprises of the following departments/divisions:

- [City Council](#) (110),
- [City Attorney](#) (130),
- [City Manager & Clerk](#) (140),
- [Human Resources](#) (141),
- [Finance](#) (150),
- [General Services](#) (151),
- [Debt Services](#) (620), and
- [Emergency Response](#) (19-600).

All departments and divisions within the General Government function are fully supported by the General Fund (11), with Debt Services (620) department housed under Debt Service Fund (43) but are fully supported through annual transfers from the General Fund.

Revenue Summary

The main revenue source for General Government operations is the General Fund. The Town receives insurance reimbursements for workers' comp, general liability, and property claims. The budget for insurance reimbursement is \$50,000.

For the Emergency Response operation (19-600), the Town is expecting a grant of \$280,000 from the American Rescue Plan Act (ARPA or ARPF).

Help ▾ Share ▾

Updated On 20 May, 2021

← Back History ▾ Reset

Broken down by

Types Funds ... Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 60,860	\$ 22,107	\$ 85,731	\$ 125,344	\$ 113,439	\$ 439,725
▾ Intergovernmental - General	5,000	10,000	5,000	55,000	79,439	285,000
35123 - State Grants	5,000	10,000	5,000	55,000	79,439	285,000
▾ Other Revenues	55,860	12,107	80,731	5,344	34,000	50,000
37021 - Insurance Reimbursements	55,860	12,107	80,731	5,344	34,000	50,000
▾ Allocations	0	0	0	65,000	0	104,725
36902 - Accrued Leave Payout Allocation	0	0	0	65,000	0	104,725
▸ Expenses	3,451,513	3,717,140	3,983,080	4,158,335	3,980,098	4,816,659
Revenues Less Expenses	\$ -3,390,652	\$ -3,695,033	\$ -3,897,349	\$ -4,032,991	\$ -3,866,659	\$ -4,376,934

Expenditure Summary

Updated On 20 May, 2021

← Back ↻ History ▾ ↺ Reset

Broken down by

Departments* ▾ Funds ... ▾ Expenses

The total General Government Expenditure Budget for FY 2021-22 is \$4.9 million, an increase of \$657,000 from FY 2020-21 Estimated Actual. The increase is attributed to the following:

- increase contributions to the 115 trusts to reduce future pension and OPEB cost (\$174,000),
- restore operating supplies budget to pre-Covid 19 levels (\$118,000),
- account for consultant services for economic development and revenue initiative per the 2020-2022 Strategic Plan (\$150,000),
- increase in insurance premiums due to unfavorable insurance market, (\$167,000), and
- budget for services needed as a result of the Covid-19 pandemic - including continued weekly deep cleaning of Police Station and supplies needed for re-opening (\$45,000).

Data

Expand All	2021-22 Budget
▶ Debt Services	297,569
▼ Operating Budget	4,610,490
▼ Administration	4,519,090
City Council	376,889
City Attorney	312,500
City Manager/City Clerk/Admin	1,507,885
Human Resources	286,232
Finance	662,205
General Services	1,373,379
▶ Other: Non-Departmental	91,400
Total	4,908,059

Expenditure by Categories

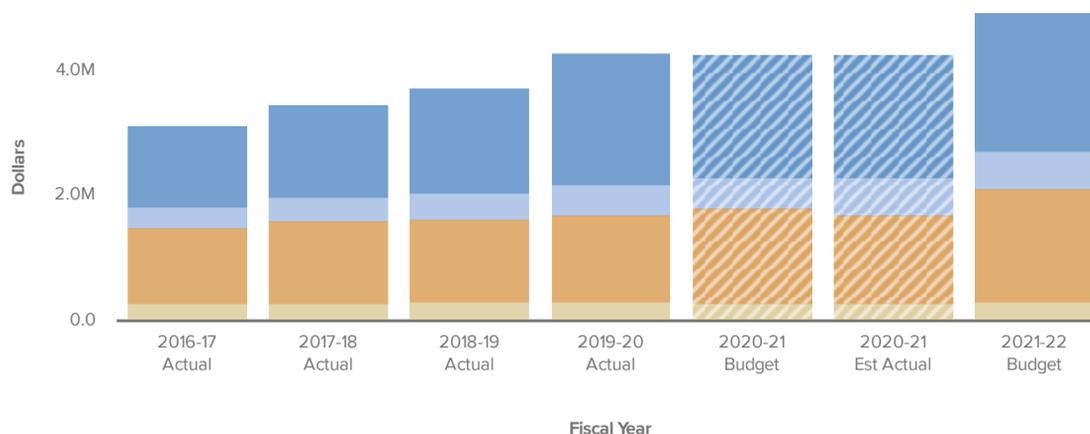
Updated On 20 May, 2021

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Broken down by

Expenses ▾ Funds ... ▾ Departments ...

Visualization



Sort By Chart of Accounts ▾

- Salaries, Wages & Benefits
- Supplies & Services
- Professional & Contractual ...
- Debt Service
- Capital Purchases & Impro...
- Purchases (CIP)

Expenditure by Fund

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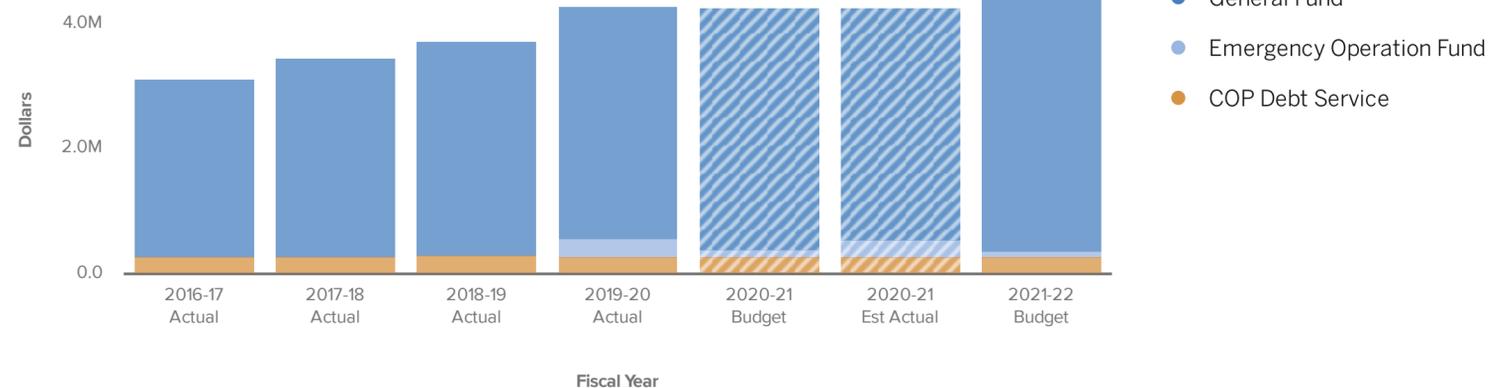
Broken down by

Funds* Departments Expenses



Sort By Chart of Accounts ▾

Visualization



Accomplishments

- Updated 2020-22 Strategic Plan
- Updated the Town's Reserve Policy and Unfunded Liabilities Strategy for FY 2021-22 and thereafter
- Received a clean audit for FY 2019-20
- Improved communications with community through consistent messaging on Social Media Channels
- Successfully recruited and hired Chief of Police
- Welcomed several new Businesses including House of Bagels, Tesla, Cadillac, Panda Express, Philz Coffee, Wing Stop, and AllStar Glass
- Completed Census 2020 with increased participation from Census 2010
- Issued seventeen Proclamations, 85 Certificates and managed fifteen Public Records Requests
- Transitioned from a paper office environment to electronic with the addition of Docu-sign and Laserfiche Document Management Software.

COVID Response

- Exhausted CRF funding and completed quarterly reporting requirement
- Coordinated with C.A.P.E
- Donated \$15,000 to San Mateo Strong Business Relief Fund
- Communicated with Business and Residential community on Shelter in Place Orders and where to access relief
- Moved Public Meetings to online platform Zoom
- Supported a Work from Home workplace environment
- Provided PPE and established Covid 19 protocols for working within the office
- Provided online tools and resources for business continuity
- Created a webpage on the Town's website for Covid 19 related updates and resources

Future Objectives

- Continue assessment of issues compromising the Town's long-term fiscal health, including coordinating with consultant on potential new revenue strategies.
- Increase business outreach efforts and economic development.
- Implement City Council priorities as directed.
- Continue to work on priority programs and goals as set forth in the 2020-2022 Strategic Plan
- Implement a document codification system making Town codes and ordinances easier to search and update
- Covid 19 permitting re-open Town Hall and re-establish in person Public Meetings

City Council

General Government

FY 2021-22 Budget

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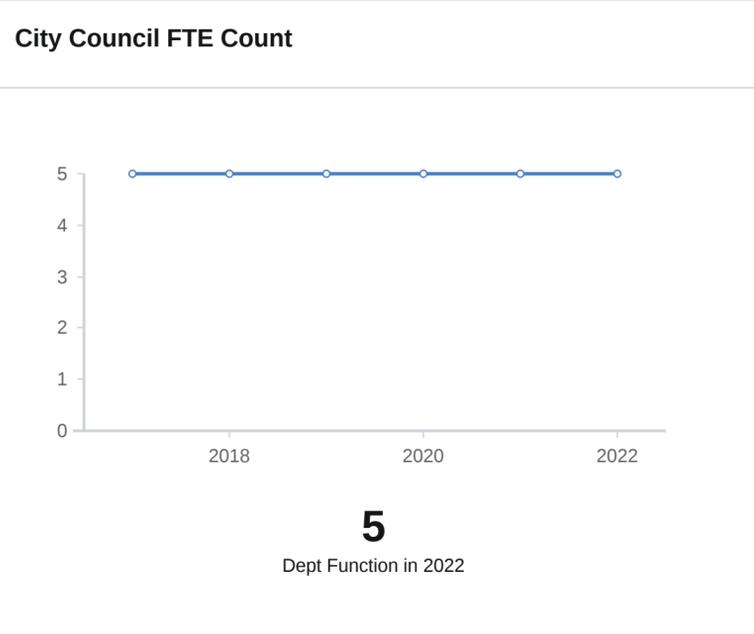
Department Description

The City Council Department is part of the General Government Function and its main funding source is the General Fund (11).

The City Council is the elected policy-making body for the Town of Colma. The City Council has four key roles – Legislative, Governing Body, Quasi-Judicial, and Representative.

- **Legislative** - In its legislative role, the City Council makes laws, which may be in the form of an ordinance or a resolution. Some examples of legislative acts are an Ordinance Regulating the Uses of Land in the Town and an Ordinance Prohibiting Nuisances in the Town.
- **Governing Body** - In its governing body role, the Council sets policies for the Town's key staff, much like a Board of Directors of a publicly-held corporation. The Council also sets goals and expectations of the City Manager and City Attorney and determines overall staffing levels for the Town. In the Council-Manager form of government, Council Members are not involved in managing the day-to-day operations of the City, leaving that role to the City Manager.
- **Quasi-Judicial** - The Council frequently sits as an adjudicatory body. At times, the Council is obligated to hear evidence and make an impartial decision. At others, the Council has some discretion on how to rule. An application for a use permit and a request to revoke a use permit are examples of the types of matters that come before the Council in its quasi-judicial role.
- **Representative** - Council Members frequently act as the Town's representative before other public agencies. In these cases, the member's authority goes only so far as the instructions given to him or her by the entire council. Members of the City Council represent the Town on various local, regional and statewide committees, boards and commissions, such as the San Mateo County Council of Cities.

Staffing



The City Council is comprised of five members elected at large who serve four-year overlapping terms. Each year, the Council selects a member to act as Mayor.

Revenue Summary

City Council operation is entirely funded by General Fund revenues.

Expenditure Summary

FY 2021/22 City Council Budget is \$83,400 more than the FY 2020/21 Estimated Actuals.

Salaries, wages & benefits budget is \$51,000 more than FY 2020/21 Estimated Actuals because of the increase in health care and pension costs and the additional contributions to OPEB and pension trusts in an effort to reduce future unfunded liabilities.

Supplies & services budget is \$32,830 and it is due to restoration of the FY 2021/22 Budget to pre-Covid budget.

Help ▾ Share ▾

Updated On 20 May, 2021

← Back History ▾ Reset

Broken down by

Expenses General Fund Departments ...

Data

Expand All	2021-22 Budget
▸ Salaries, Wages & Benefits	249,889
▸ Supplies & Services	127,000
Total	376,889

Expenditure by Categories

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← Back History ▾ Reset

Broken down by

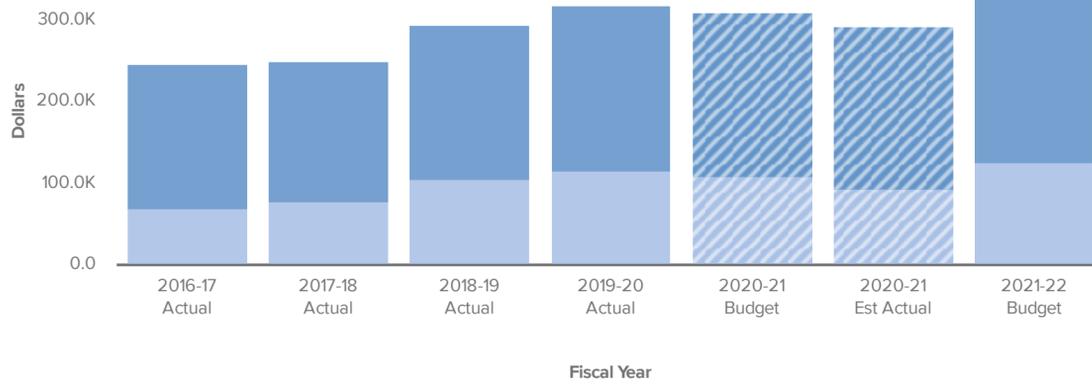
Expenses General Fund Departments ...



Sort Large to Small ▾

- Salaries, Wages & Benefits
- Supplies & Services

Visualization



Expenditure by Funds

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Broken down by

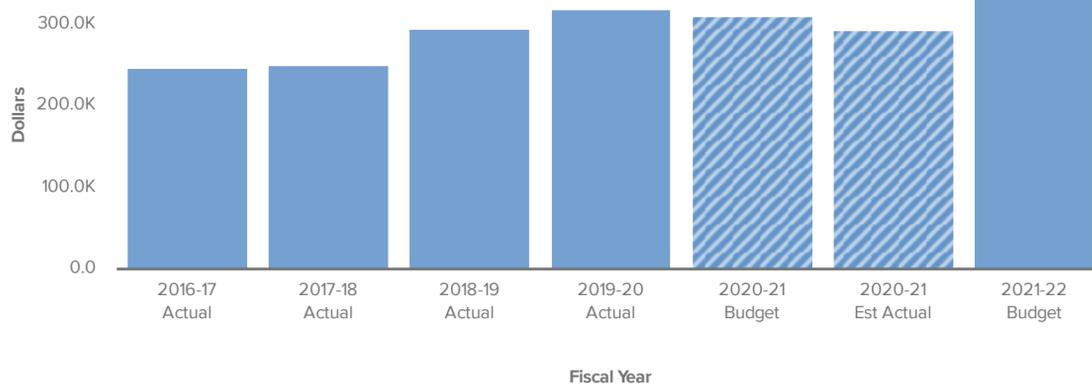
General Fund Departments ... Expenses



Sort Large to Small ▾

- General Fund

Visualization



City Attorney

General Government

FY 2021-22 Budget

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Department Description

The City Attorney's Department is part of the General Government Function and its main funding source is the General Fund (11).

The City Attorney:

- Provides legal advice to the City Council, City Manager and staff in identifying legal options and strategies for implementing and achieving the goals, policies and objectives of the City Council.
- Attends meetings of the City Council and other advisory committees, as needed.
- Meets regularly with City Manager and staff to discuss proposed programs, policies and activities.
- Prepares or reviews all resolutions, ordinances for consideration by the City Council and all contracts for the Town.
- Monitors and disposes of pending claims involving potential tort liability.
- Represents the Town in significant litigation matters involving the Town or manages the representation provided by outside counsel.
- Interprets the law for Council Members and staff and renders formal legal opinions.
- Provides training to Council Members and staff on ethics, Brown Act and new laws.
- Provides general legal advice and opinions to the City Council and staff regarding all relevant municipal law matters.

The City Attorney's mission is to provide legal advice and support to the City Council and staff to aid them in carrying out their responsibilities.

Staffing

The Town contracts for City Attorney services through a retainer.

Revenue Summary

City Attorney operation is entirely funded by General Fund revenues.

Expenditure Summary

The FY 2021/22 Budget of \$312,500 includes \$30,000 for the online codification of the Colma Municipal Code and \$285,000 for general legal services from the City Attorney and the outside counsel. The online codification project was budgeted in FY 2018-19 and FY 2019-20 but was postponed. This project will enhance transparency and simplify the maintenance of the Town's codes and regulations.

The \$285,000 budget for general legal services is based on historical trends plus contingency. The Town's Legal Services fluctuate depending on the types and complexity of the business undertaken by the City Council. A small contingency is built into the general legal service budgets to ensure adequate appropriation.

The department is part of the General Government function and the department expenditures are fully supported by general taxes and fees. Legal services linked to a specific permit issue are billed directly to the permit and the corresponding revenues and expenditures are recorded in the Planning Division (410).

Updated On 20 May, 2021

← Back History ▾ Reset

Broken down by

Expenses General Fund Departments ...

Data

Expand All	2021-22 Budget
▸ Salaries, Wages & Benefits	\$ 202,282
▸ Professional & Contractual Services	34,000
▸ Supplies & Services	49,950
Total	\$ 286,232

Expenditure by Categories

Updated On 20 May, 2021

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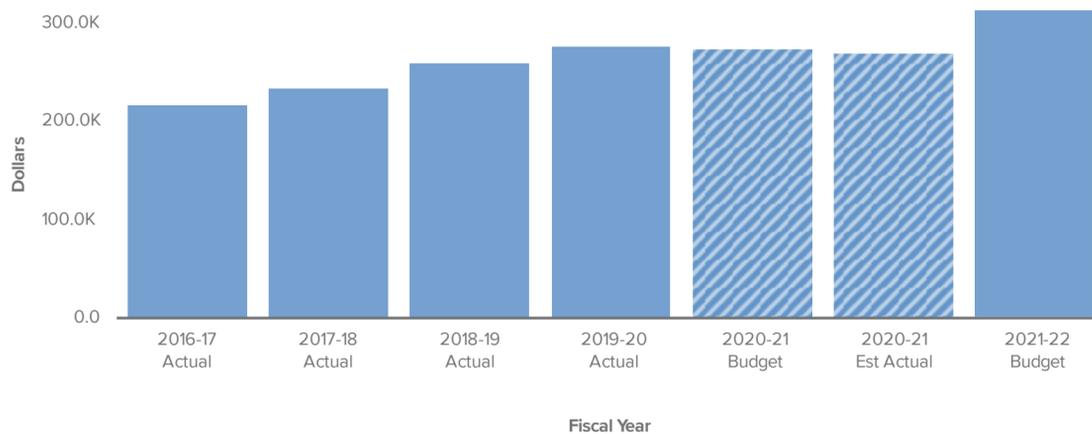
Broken down by

Expenses General Fund Departments ...



Sort Large to Small ▾

Visualization



- Professional & Contractual ...
- Supplies & Services

Expenditure by Funds

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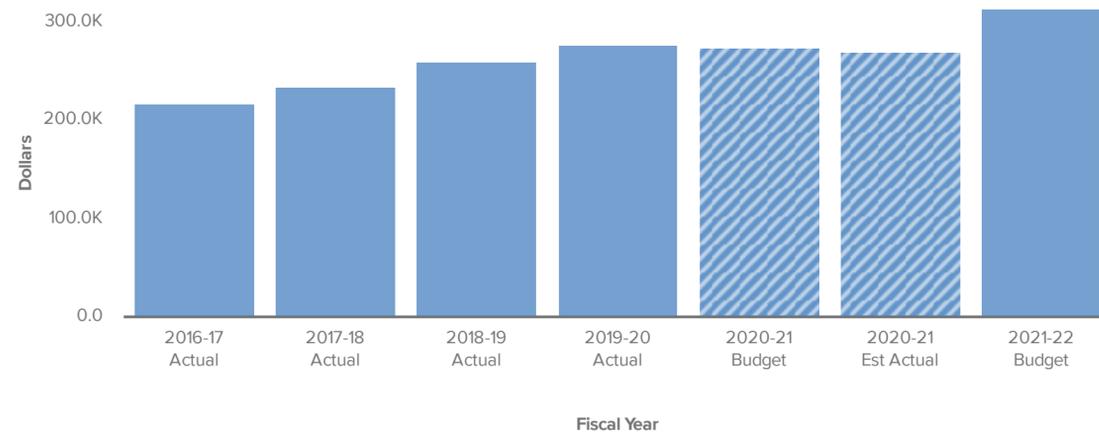
General Fund Departments Expenses



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● General Fund

Visualization



City Manager/City Clerk

General Government

FY 2021-22 Budget

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Department Description

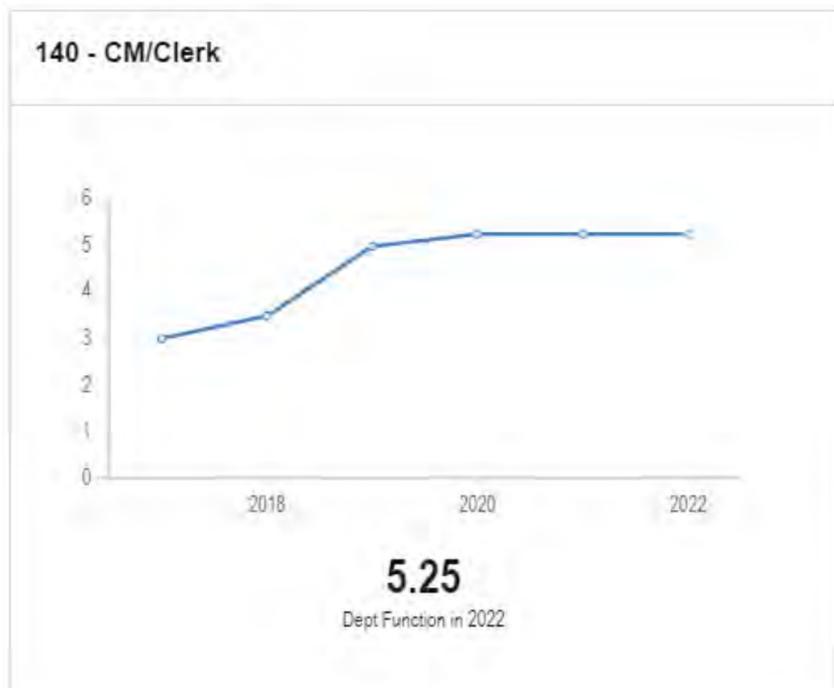
The City Manager/City Clerk Department is part of the General Government Function and its main funding source is the General Fund (11).

The Administration Division provides support to residents, members of the City Council and staff. Division functions include front office reception and general administrative support; City Council agenda and packet preparation; Council meeting minutes; records management; and elections.

Staffing

Positions include the City Manager, the Administrative Services Director, the City Clerk and two Administrative Technicians. The City Manager also serves as the City Treasurer.

The Administrative Services Director is the Town's ADA Coordinator responsible for administering ADA requests for reasonable accommodation. Other responsibilities include Risk Manager, chairing the Safety Committee and ensuring the implementation of risk management activities; and General Services function.



Revenue Summary

City Manager/City Clerk operation is entirely funded by General Fund revenues.

Expenditure Summary

Help ▾ Share ▾

The City Manager/City Clerk's budget is \$1.5 million and is \$224,00 more than the FY 2020/21 Estimated Actuals. The budget includes the following:

- Implementing the 2021 Unfunded Liabilities strategy (\$234,000);
- Restoring of the Intern Program (\$15,000);
- Engaging consultants for economic development per the 2020-2022 Strategic Plan (\$50,000);
- Participating in California Cities Gaming JPA to preserve Town revenues (\$30,000); and
- Reinstating the vehicle replacement cost allocation (\$11,600).

Updated On 20 May, 2021

← Back ↻ History ▾ ↺ Reset

Broken down by

Expenses ▾ General Fund ▾ Departments ...

Data

Expand All	2021-22 Budget
▸ Salaries, Wages & Benefits	\$ 1,341,790
▸ Professional & Contractual Services	108,500
▸ Supplies & Services	45,950
▸ Capital Purchases & Improvements	11,645
Total	\$ 1,507,885

Expenditure by Categories

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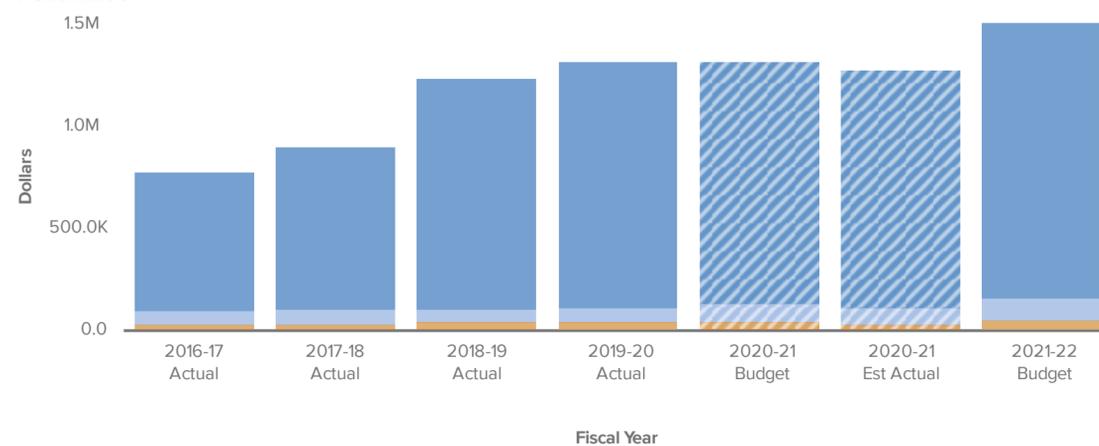
Broken down by

Expenses ▾ General Fund ▾ Departments ...



Sort **Large to Small** ▾

Visualization



- Salaries, Wages & Benefits
- Professional & Contractual ...
- Supplies & Services
- Capital Purchases & Impro...

Expenditure by Funds

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Broken down by

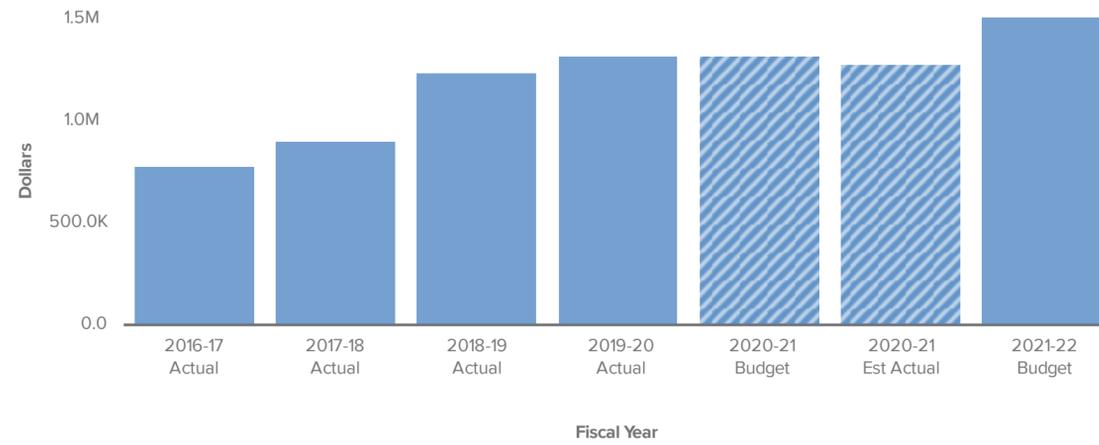
General Fund Departments Expenses



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● General Fund

Visualization



Human Resources

General Government

FY 2021-22 Budget

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Department Description

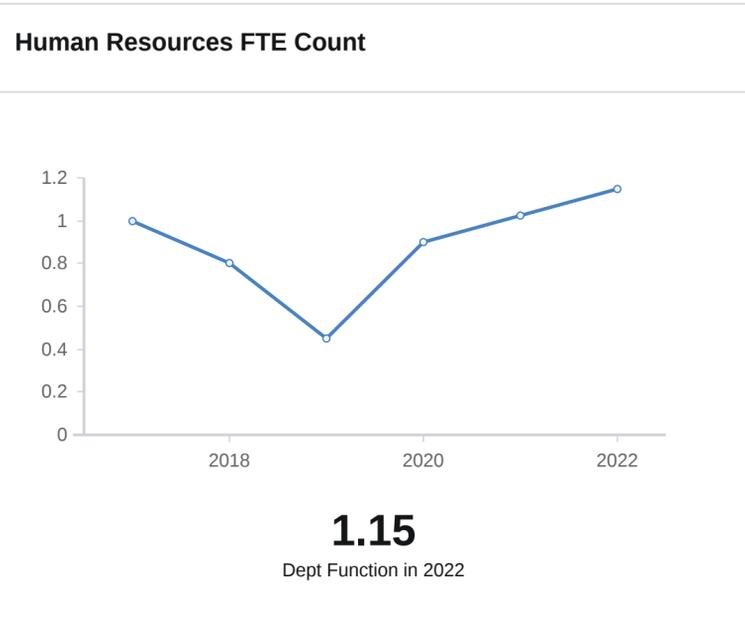
The Human Resources Department is part of the General Government Function and its main funding source is the General Fund (11).

The Human Resources Division is responsible for personnel functions including policy development and compliance, recruitment and retention, compensation and benefits administration. The Division's budget contains program expenses for the annual employee recognition event, citywide training, safety committee activities and professional consulting services including labor negotiations.

Staffing

The Division contains the Management (HR) Analyst and is also supported by the Administrative Services Director position.

Between 2017 and 2020, the Town had a HR manager. The FTE started from 47% to 80%. The FY 2021-22 FTE includes one full time Management (HR) Analyst and 0.15 FTE for a part-time student aide.



Revenue Summary

Human Resources operation is entirely funded by General Fund revenues.

Expenditure Summary

The Human Resources Department Budget increased by \$86,000, compared to the FY 2020/21 Estimated Actual. The main drivers of the increase are as follows:

- Change in personnel classification. The FY 2020/21 Budget includes 6 months of HR Manager at 75% FTE and 3 months of full-time HR Analyst positions. The FY 2021/22 Budget accounts for one full-time HR Analyst for the entire year (\$34,000).
- Contribution to Pension and OPEB trust and Accrued Leave Reserve increased per the City Council approved 2021 Unfunded Liabilities Strategy (\$15,000).
- Employee development and wellness programs were added to the FY 2021/22 Budget (\$27,000).

Updated On 20 May, 2021

← Back History ▾ Reset

Broken down by

Expenses General Fund Departments ...

Data

Expand All	2021-22 Budget
▶ Salaries, Wages & Benefits	202,282
▶ Supplies & Services	49,950
▶ Professional & Contractual Services	34,000
Total	286,232

Expenditure by Categories

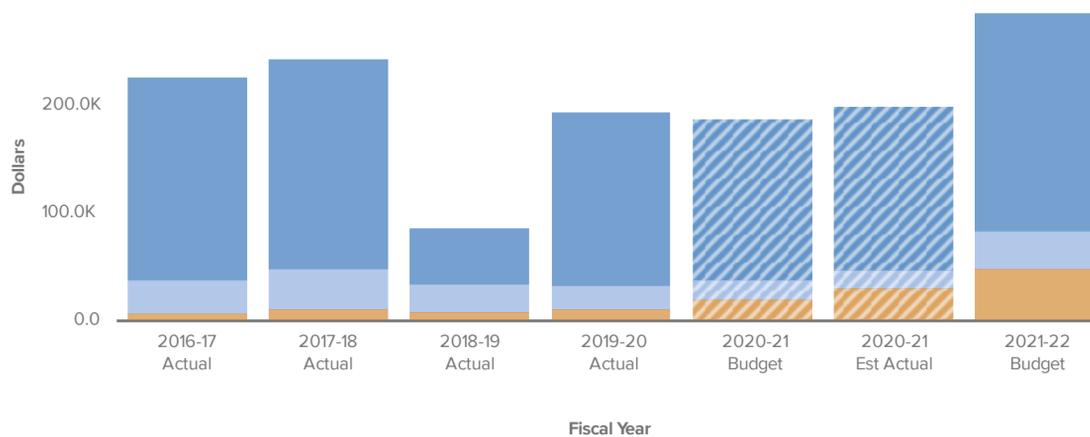
Updated On 20 May, 2021

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Broken down by

Expenses General Fund Departments ...

Visualization



Sort Large to Small ▾

- Salaries, Wages & Benefits
- Professional & Contractual ...
- Supplies & Services

Expenditure by Funds

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Broken down by

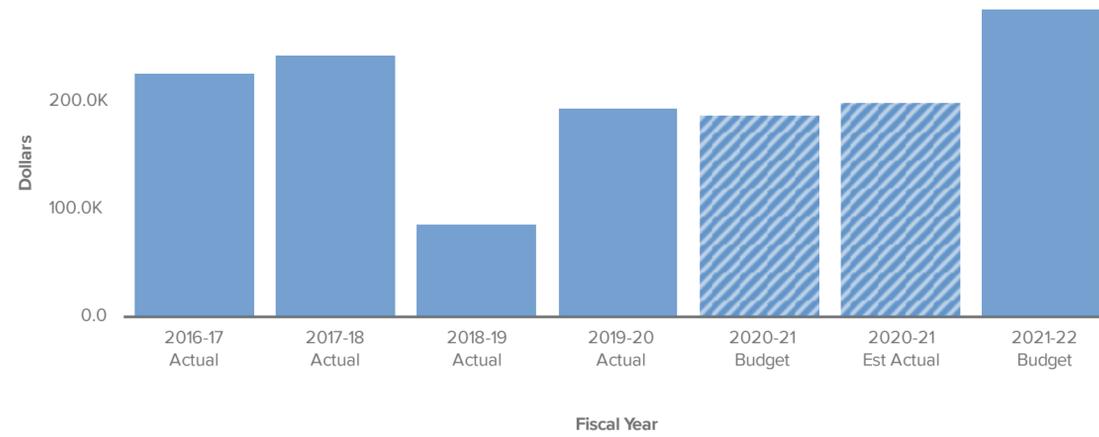
General Fund Departments Expenses



Sort Large to Small ▾

● General Fund

Visualization



Finance

General Government

FY 2021-22 Budget

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Department Description

The Finance Department is part of the General Government Function and its main funding source is the General Fund (11).

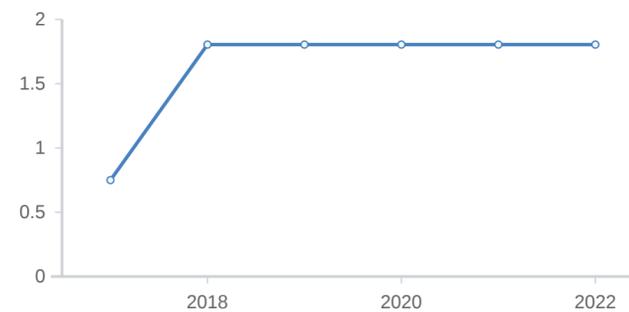
The Finance Division is responsible for paying the Town’s bills, maintaining and reconciling accounts, payroll, financial reporting, responding within one business day to vendor and employee inquiries and maintaining related records.

The Administrative Services Director is responsible for oversight of the Finance Division and also two non-departmental activities: General Services, which includes all insurance for the Town, utility bill payments and miscellaneous expenditures; and Debt Service for the 2015 Certificates of Participation Town Hall Renovation Project. Each of these activities has detailed budget pages.

Staffing

The Finance Division is staffed by two Accounting Technicians (1.8 FTE). The Division reports to the Administrative Services Director.

Finance FTE Count



1.8

Dept Function in 2022

Revenue Summary

The Finance operation is entirely funded by General Fund revenues.

Expenditure Summary

The FY 2021/22 Finance Budget is \$161,600 more than FY 2019/20 Estimated Actuals. The main increase is in Professional Consulting Services, which is comprised of the following:

- Restoration of finance support to pre-COVID level (\$50,000); and
- Revenue Strategy Consultant to help with the Resiliency element of the 2020-2022 Strategic Plan (\$100,000).

Updated On 20 May, 2021

← Back ↻ History ▾ ↺ Reset

Broken down by

Expenses ▾ General Fund ▾ Departments ...

Data

Expand All	2021-22 Budget
▸ Salaries, Wages & Benefits	\$ 352,715
▸ Professional & Contractual Services	251,170
▸ Supplies & Services	58,320
Total	\$ 662,205

Expenditure by Categories

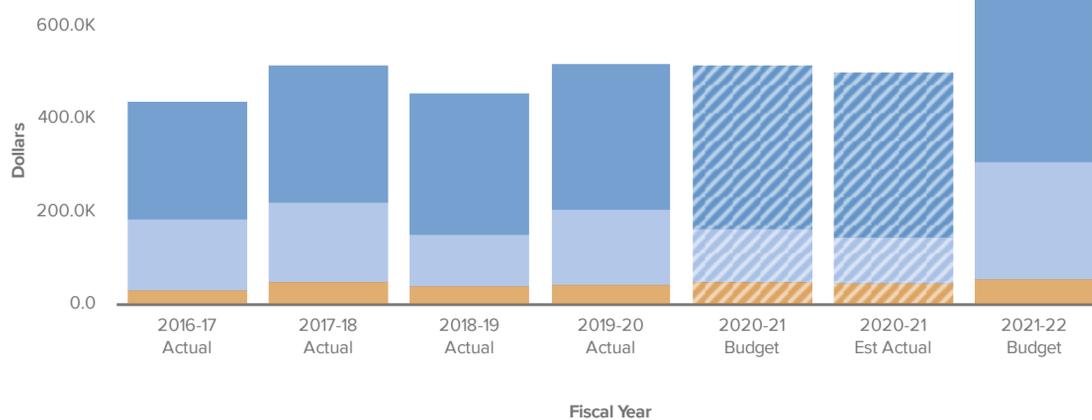
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Broken down by

Expenses ▾ General Fund ▾ Departments ...

Visualization



Sort Large to Small ▾

- Salaries, Wages & Benefits
- Professional & Contractual ...
- Supplies & Services

Expenditure by Funds

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Broken down by

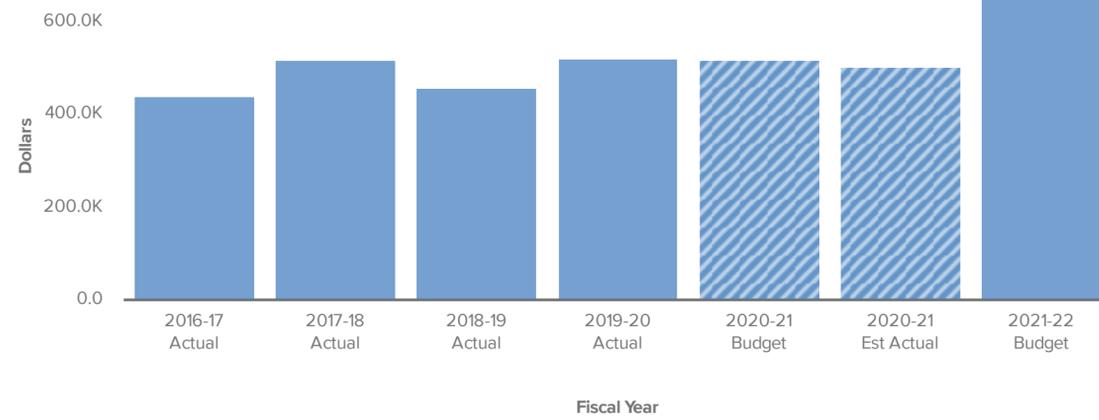
General Fund Departments Expenses



Sort Large to Small ▾

● General Fund

Visualization



General Services

General Government

FY 2021-22 Budget

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Department Description

The General Services Department is part of the General Government Function and its main funding source is the General Fund (11).

The General Services budget includes expenditures shared by all departments, such as the telephone system, cellular telephones, utilities and insurance. This Activity also includes the cost of funding Town-wide communications support (basic cable television) for residents.

Staffing

The Administrative Services Director is responsible for General Services. This activity has no staff.

Revenue Summary

Operating expenditures in General Services is generally supported by non-departmental General Fund revenues. Annually, the Town is reimbursed for recovered Town property damage and workers comp claims led and for risk mitigation. The risk mitigation grant is allocated through PLAN JPA and unused portions are rolled over to the following year.

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Broken down by

Types

▾ General Fund ▾ Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 60,860	\$ 22,107	\$ 85,731	\$ 60,344	\$ 113,439	\$ 335,000
▾ Intergovernmental - General	5,000	10,000	5,000	55,000	79,439	285,000
35123 - State Grants	5,000	10,000	5,000	55,000	79,439	285,000
▾ Other Revenues	55,860	12,107	80,731	5,344	34,000	50,000
37021 - Insurance Reimbursements	55,860	12,107	80,731	5,344	34,000	50,000
▸ Expenses	1,004,608	1,074,550	1,052,678	1,246,673	1,132,371	1,373,379
Revenues Less Expenses	\$ -943,747	\$ -1,052,443	\$ -966,946	\$ -1,186,329	\$ -1,018,932	\$ -1,038,379

Expenditure Summary

Total General Services budget for FY 2021-22 is \$1.37 million, an increase of \$240,000 from FY 2020-21 Estimated Actual. Insurance premiums are projected to increase by \$167,000. The Town belongs to the PLAN JPA for property and general liability coverage and PRISM (a JPA) for workers compensation. In recent years, the insurance market in California has been competitive, with more insurance carriers leaving the California public sector market. Being part of a JPA allows the Town to share risk with other agencies within the Silicon Valley/San Francisco /Bay Area.

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Broken down by

Expenses

▾ General Fund ▾ Departments ...

Data

Expand All	2021-22 Budget
▸ Professional & Contractual Services	1,108,349
▸ Supplies & Services	265,030
Total	1,373,379

Expenditure by Categories

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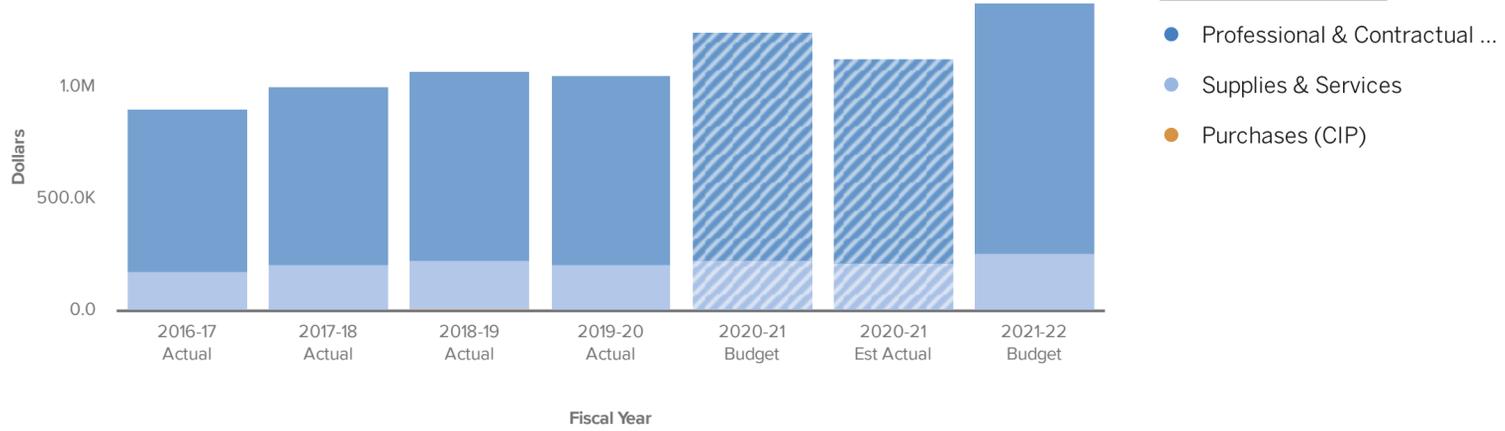
Broken down by

Expenses General Fund Departments ...



Visualization

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Expenditure by Funds

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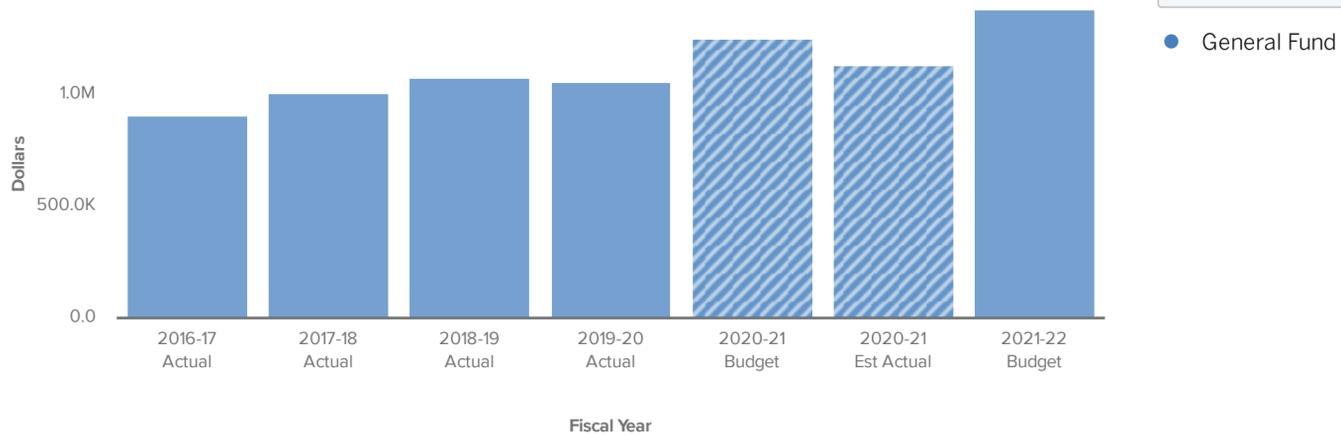
Broken down by

General Fund Departments ... Expenses



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Debt Service

General Government

FY 2021-22 Budget

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Department Description

The Debt Service Activities are part of the General Government Function. Activities are recorded in Fund 43 and are fully supported by the General Fund (11) through interfund transfers.

This Activity shows the budget and expenditures for Certificates of Participation (COP). The debt represents collateralized lease payments and is not a form of bonded debt.

The financing documents require the City Council to appropriate the annual lease payments as part of the Operating Budget. The Debt Service Fund will receive a Transfer of resources from the General Fund to cover the expenses. The Finance Division is responsible for the transfer of funds to the Trustee to make timely payments on principal and interest.

Revenue Summary

The Debt Service Fund is fully supported by the General Fund through annual transfers.

Expenditure Summary

Help ▾ Share ▾

In 2014-15, the City Council established a Town Hall Renovation project budget of \$13 million. In September 2015, the Town completed the 2015 COP Financing to fund the \$18.0 million Town Hall Campus Renovation Project. The principal amount of the COP issuance was \$5.3 million and the amount deposited into the project fund for construction was \$5,102,500 (principal net the cost of issuance). The first payment was made in 2016 and the final scheduled payment will be made in April 2045. The FY 2021-22 budget reflects the scheduled debt service and administrative fees.

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Broken down by

Expenses Funds ... Departments ...

Data

Expand All	2021-22 Budget
▶ Debt Service	\$ 294,569
▶ Professional & Contractual Services	3,000
Total	\$ 297,569

Expenditure by Categories

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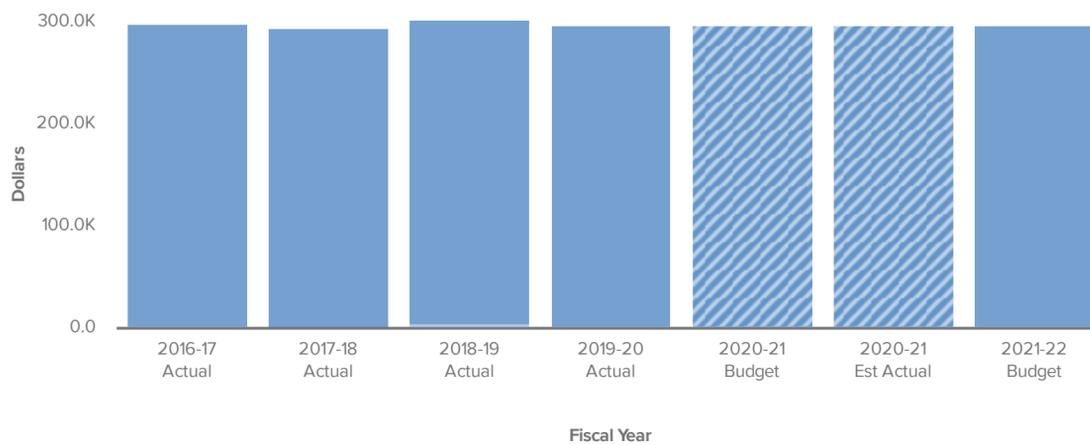
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Broken down by

Expenses Funds ... Departments ...

Visualization



Sort **Large to Small** ▾

- Debt Service
- Professional & Contractual ...

Expenditure by Funds

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Broken down by

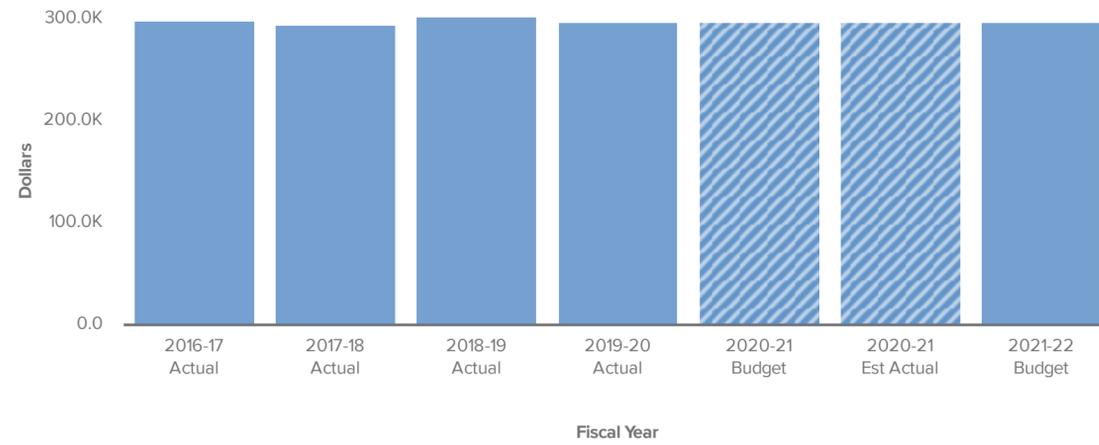
Funds* Departments Expenses



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● Debt Service Funds

Visualization



Emergency Response (Covid-19 Pandemic)

FY 2021-22 Budget

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Department Description

The Emergency Response Fund (19) was created in FY 2019-20 to track all personnel and operating spending in response to the Covid-19 pandemic. Fund 19 is part of the General Fund and the revenues and expenditures are rolled into the General Fund group from an accounting standpoint.

Staffing

There is no staffing recorded for Emergency Response. All staff from all departments charges a portion of their time to this fund when it is related to the Covid-19 response. Activities include staff time in contact tracing, facilities cleaning above and beyond the normal level, and food delivery to at risk residents.

Revenue Summary

In FY 2021-22, the Town received \$50,000 in CARES Grant and is projected to receive an additional \$280,000 from the American Rescue Plan Act of 2021 (ARPA). Non-grant supported portions of the expenditures are supported by the General Fund.

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Broken down by

Types ▾ Emergency Operation Fund ▾ Departments ...

Data

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	0	0	0	0	50,000	50,000	280,000
▾ Intergovernmental - General	0	0	0	0	50,000	50,000	280,000
35123 - State Grants	0	0	0	0	50,000	50,000	280,000
▸ Expenses	0	0	0	291,140	110,706	270,590	91,400
Revenues Less Expenses	0	0	0	-291,140	-60,706	-220,590	188,600

Expenditure Summary

The FY 2021-22 Budget for Emergency Response assumes the continuation of the food delivery and facility cleaning performed by the Recreation Department Facility Attendants and Recreation Leaders (\$35,000). It includes budget for supplies needed to reopen Town facilities (\$36,400) and the weekly police station deep cleaning (\$20,000).

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Updated On 20 May, 2021

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Broken down by

Expenses ▾ Emergency Operation Fund ▾ Departments ...

Data

Expand All	2021-22 Budget
▸ Supplies & Services	50,400
▸ Salaries, Wages & Benefits	35,000
▸ Professional & Contractual Services	6,000
Total	91,400

Expenditure by Categories

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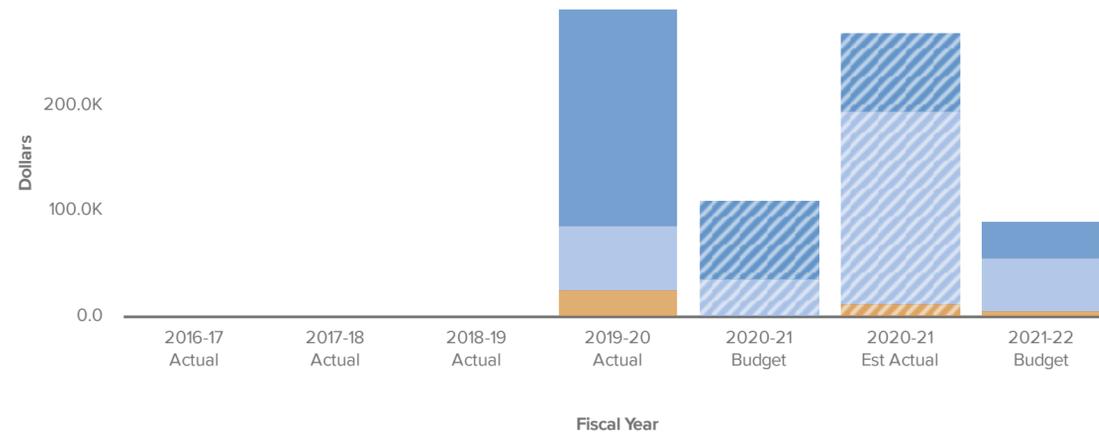
Expenses Emergency Operation Fund Departments ...



Sort Large to Small ▾

- Salaries, Wages & Benefits
- Supplies & Services
- Professional & Contractual ...

Visualization



Expenditure by Funds

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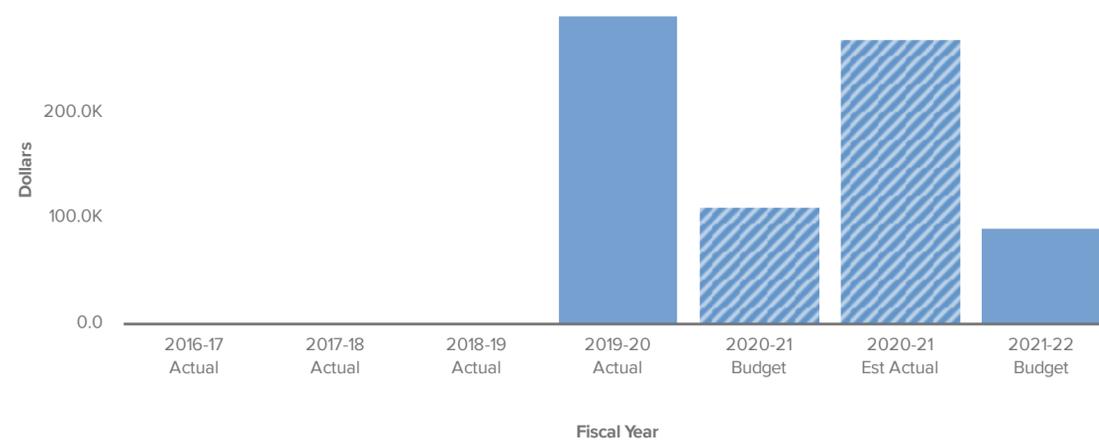
Emergency Operation Fund Departments ... Expenses



Sort Large to Small ▾

- Emergency Operation Fund

Visualization



Public Safety

FY 2021-22 Budget

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TOWN HALL

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The Public Safety Function consists of the following departments:

- [Police Administration](#),
- [Patrol](#),
- [Communication](#) (Dispatch), and
- [Community Services](#).

The Department is primarily supported by the General Fund, with the exception of the Community Services Officer (CSO) position which is funded by a SLESF grant from the State of California.

Revenues Summary

The Police Department is projected to receive \$265,157 in departmental revenues in FY 2021-22. Included in the \$265,157 is \$100,000 of annual Supplemental Law Enforcement Services Fund, also known as COPS Grant funding. The COPS grant fund is recorded in Fund 29 and supports activities charged to Fund 29.

With a total department budget of \$9.17 million dollars, the department depends largely on non specified General Fund revenues.

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Broken down by

Types ▾ Funds ... ▾ Departments ...

Data

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	297,053	286,152	342,466	332,347	237,437	267,457	265,157
▸ Intergovernmental - Police	178,491	160,552	187,162	188,144	111,168	161,418	123,020
▸ Fines	57,490	65,128	89,509	95,293	80,139	67,862	86,000
▸ Charges - Police	61,072	60,472	65,794	48,911	46,130	38,176	56,137
▸ Expenses	6,162,009	7,083,079	7,542,912	7,834,007	7,655,172	7,382,242	9,167,209
Revenues Less Expenses	-5,864,956	-6,796,926	-7,200,447	-7,501,660	-7,417,734	-7,114,785	-8,902,051

Expenditure Summary

The overall Police Departments budget is \$9.07 million and is largely due to the restoration of pre-Covid 19 pandemic service levels. The FY 2021-22 budget assumes all vacant positions (2) will be filled, unfunded liabilities will return to 100% contribution, and other operating spending and equipment purchases will return to pre-COVID levels.

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Broken down by

Departments* ▾ Funds ... ▾ Expenses

Data

	2021-22 Budget
Police Patrol Division	6,056,568
Police Administration Division	1,780,603
Police Dispatch Division	1,091,097
Police Community Services Division	238,941
Total	9,167,209

Police Photo Gallery



Accomplishments

Although an extremely difficult year under COVID 19 restrictions, the Colma Police Department still made community engagement a priority by participating in National Night Out, Coffee with a Cop, Drive by Birthdays, Elderly Food Distribution, Youth Super Bowl Party, Blood Drive, Veterans Christmas Eve Food and Gift distribution and Youth Programs.

The biggest case of the year was the Town's first homicide in over twenty-five years. This made for an enormous amount of work, consisting of approximately 10 search warrants, 42 supplemental reports and 51 interviews.

The Colma Police Department also supported the wildfires at both the Half Moon Bay CZU Complex Fire and Monterey County River Fires by sending personnel to work both the command post and assist with evacuations.

Special accommodations were given to the following individuals for outstanding performance and services in FY 2020-21.

- Police Officers Trask and Moreno received a commendation for their life saving efforts, while deescalating a suicidal subject
- Sgt. Jordan, Detective Rosset, Detective McKenna, Officer Berkovatz, and Officer Mendoza received Police Officer of the Year awards for their combined efforts on the homicide investigation
- Police Officers Berkovatz, Mendoza, and McKenna each received 10851 Pins for their efforts in vehicle theft recovery and arrests
- Dispatcher Thelma Coffey was awarded the Dispatcher of the Year for both her work during the homicide investigation and outstanding efforts throughout the year.

The Colma Police Department did a complete evaluation of our Use of Force Policy and made changes to reflect current law and best practices.

The Colma Police Department was awarded the Gold Award by Lexipol LLC, for Excellence In Law Enforcement Policy Management. Lexipol LLC is the Colma Police Departments policy and risk management consultant.

COVID Response

The Colma Police Department worked with all agencies in the county to ensure the safest procedures possible. Colma Police Officers were faced with fulfilling their duties while wearing protective gear and social distancing.

The Colma Police Department worked closely with the San Mateo County Business Compliance unit to ensure all our businesses were following all policies associated with the current COVID 19 Tier. The Colma Police Department also worked closely with our residents to ensure Covid 19 compliance based on current policies, and are proud to report that we received cooperation with both our residential and business community.

The Colma Police Department hosted two youth mask give a way events as well.

Future Objectives

The Colma Police Department's objective for the next year is to expand on current technology bringing the safest environment possible to the Town of Colma. By adding body and in-car camera systems as well as Automated License Plate Readers to our patrol officers brings not only transparency and accountability, but also assists in our ability to provide the best possible evidence in our criminal cases.

The Colma Police Department will continue to make community engagement our priority by not only hosting many of our own events, but being more involved in Town and Recreation events.

The Colma Police Department is working with the California State Office of Emergency Services 911 Department on obtaining 24/7 9-1-1 compliance.

Police Administration

Public Safety

FY 2021-22 Budget

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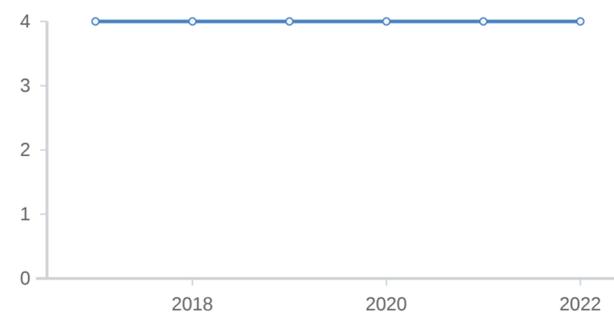
Department Description

Police Administration provides the planning, direction and oversight control of the Department.

Staffing

The staffing for this Division includes the Police Chief, a Detective Sergeant, a Detective and an Executive Assistant.

Police Administration FTE Count



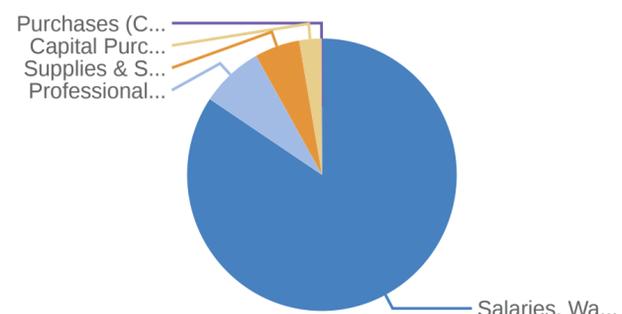
4

Dept Function in 2022

Expenditure Summary

The FY 2021-22 Police Administration operating budget is \$1.68 million, or \$525,000 more than the the FY 2020-21 Estimated Actual. Due to the Covid-19 pandemic, budget was cut dramatically. The \$1.68 million budget is a return to pre-Covid service levels.

2021/22 Police Administration Budget



\$1,780,602.99

Expenses in 2022

Expenditure by Categories

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Broken down by

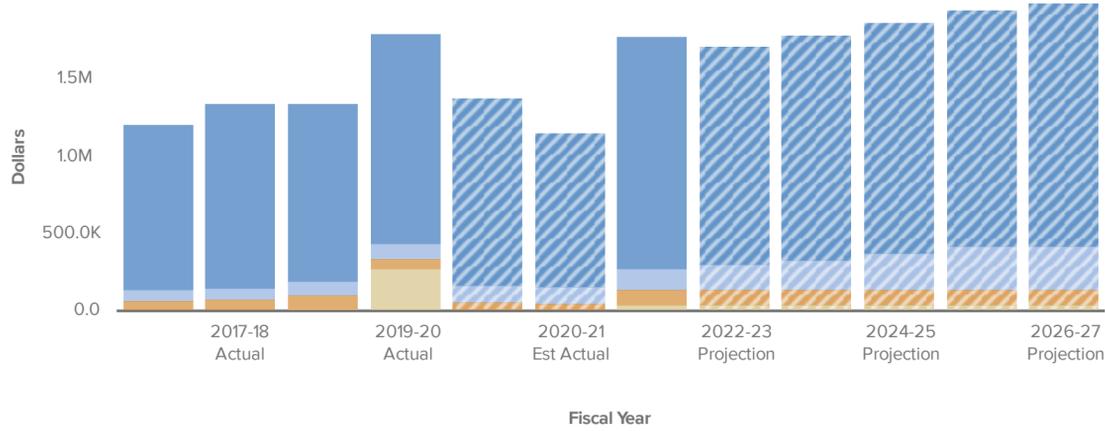
Expenses Police Administration Division



Sort Large to Small ▾

- Salaries, Wages & Benefits
- Professional & Contractual ...
- Supplies & Services
- Capital Purchases & Impro...
- Purchases (CIP)

Visualization



Expenditure by Funds

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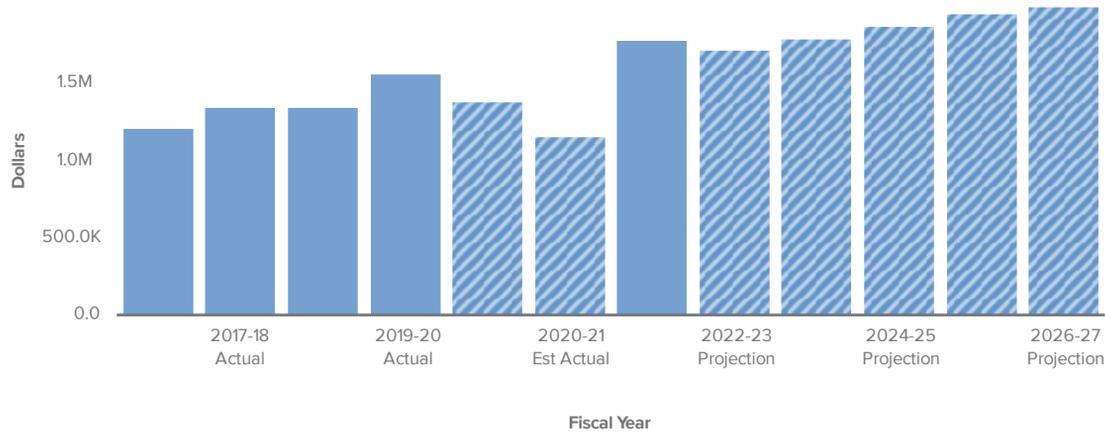
Funds* Police Administration Division Expenses



Sort Large to Small ▾

- General Fund

Visualization



Police Patrol

Public Safety

FY 2021-22 Budget

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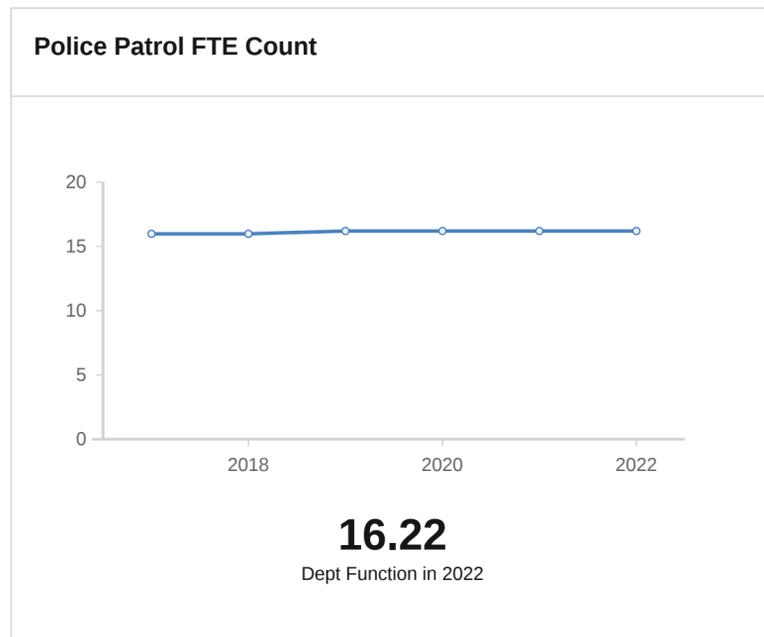
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Department Description

Police Patrol provides a front-line uniform response to calls for police services. Police Patrol addresses neighborhood quality-of-life issues and responds to all security-related service needs of the community, including threats to life and property, enforcement of traffic laws and investigation of crimes against persons and property.

Staffing

The Division's personnel include a Police Commander, four Police Sergeants and 11 Police Officers. As staffing allows, one officer is assigned to a motorcycle on a part-time basis, and officers work a variety of other ancillary assignments including SWAT, San Mateo County Gang Task Force, Bicycle Patrol and STEP (Saturation Traffic Enforcement Program).



Revenue Summary

The Police Patrol Division is primarily funded by the General Fund and does not have a specific revenue resource. The Police Patrol Division's related grants are recorded in Federal/State/County Grants revenue accounts and these accounts are grouped and presented under Public Safety.

Expenditure Summary

The FY 2021-22 Police Patrol Budget is \$6.05 million and is \$1.02 million more than the FY 2020-21 Estimated Actual. Total personnel cost of \$5.77 million is \$850,000 more than the FY 2020-21 Estimated Actual because of two main elements:

1. Unfreeze police office vacancy. This was frozen during the Covid-19 pandemic.
2. Restore contribution 115 Trusts for future OPEB and pension liabilities.

Additionally, the Police Patrol budget includes the vehicle replacement fund transfer of \$116,000 as part of the internal service fund (ISF) allocation. The Town did not make ISF contribution in FY 2020-21 as part of the Covid-19 Deficit Strategy.

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Broken down by

Expenses Police Patrol Division

Data

Expand All	2021-22 Budget
▶ Salaries, Wages & Benefits	5,772,083
▶ Supplies & Services	146,412
▶ Capital Purchases & Improvements	116,073
▶ Purchases (CIP)	22,000
Total	6,056,568

Expenditure by Categories

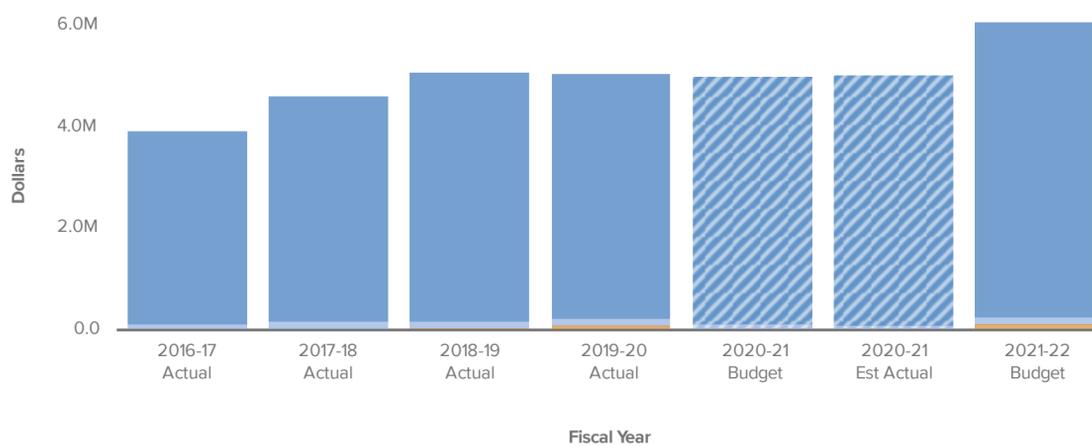
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Broken down by

Expenses Police Patrol Division

Visualization



Sort Large to Small ▾

- Salaries, Wages & Benefits
- Supplies & Services
- Capital Purchases & Impro...
- Purchases (CIP)
- Professional & Contractual ...

Expenditure by Funds

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Broken down by

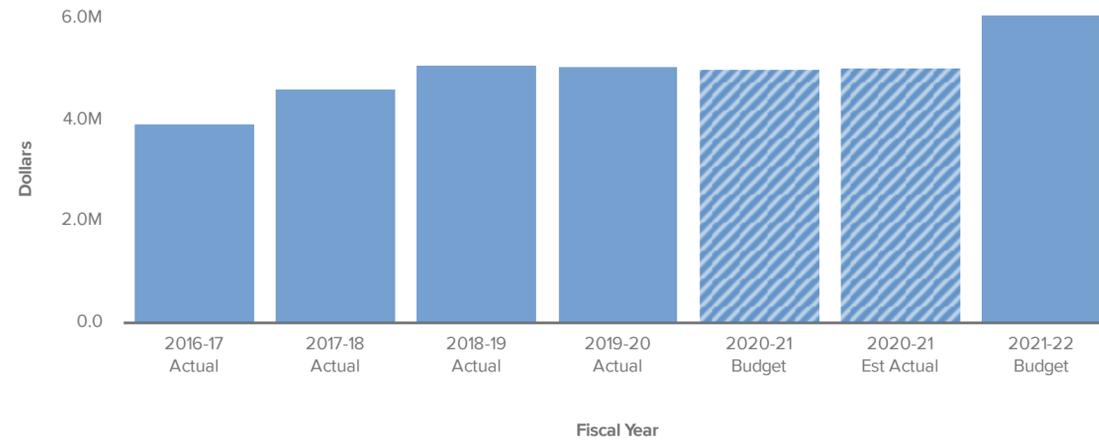
Funds Police Patrol Division Expenses



Sort Large to Small ▾

- General Fund
- Special Revenue Funds

Visualization



Police Communications

Public Safety

FY 2021-22 Budget

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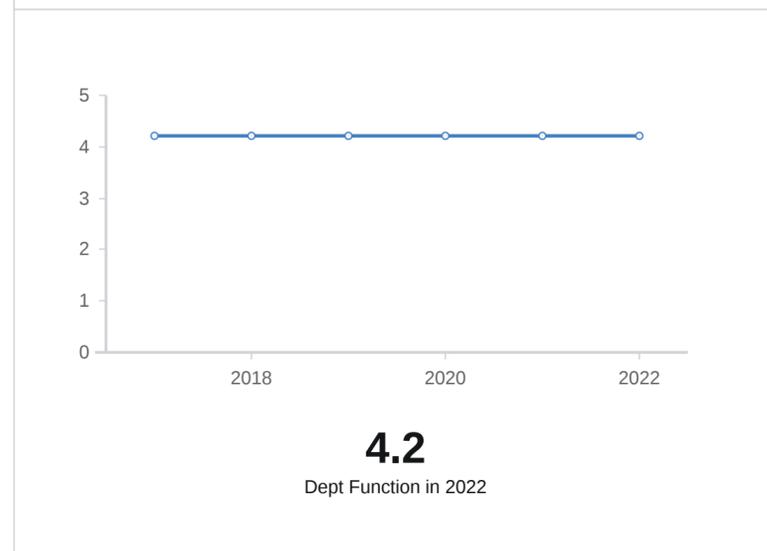
Department Description

Police Communications handles the clerical and record-keeping duties of the Department and citizen-initiated calls for service, including 9-1-1.

Staffing

The positions in this Division are one Dispatch Records Supervisor, three Dispatchers and Per Diem Dispatchers (equivalent to 0.2 FTE).

Police Communications FTE Count



Revenue Summary

The Police Communications Division is primarily funded by the General Fund and does not have a specific revenue resource. Dispatch center related grants are recorded in Federal/State/County Grants revenue accounts and these accounts are grouped and presented under Public Safety.

Expenditure Summary

The FY 2021-22 Police Communication Budget is \$1.09 million, which is \$117,000 more than the FY 2020-21 Estimated Actual. The increase is primarily due to the restoration of the 115 contributon trust to 100% of actuarially determined contribution for OPEB and 6% discount rate for pension (\$72,000). Operating supplies and services, and budget have been restored to pre-Covid 19 pandemic capacity as well (\$11,000).

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Broken down by

Expenses Police Dispatch Division

Data

Expand All	2021-22 Budget
▸ Salaries, Wages & Benefits	\$ 903,526
▸ Supplies & Services	138,707
▸ Professional & Contractual Services	48,864
▸ Purchases (CIP)	0
Total	\$ 1,091,097

Expenditure by Categories

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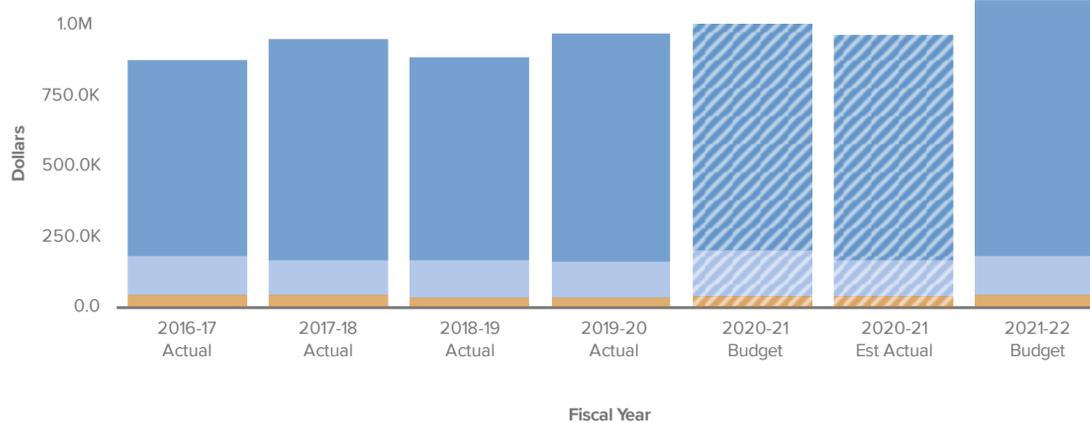
Broken down by

Expenses Police Dispatch Division



Sort Large to Small ▾

Visualization



- Salaries, Wages & Benefits
- Supplies & Services
- Professional & Contractual ...
- Purchases (CIP)

Expenditure by Funds

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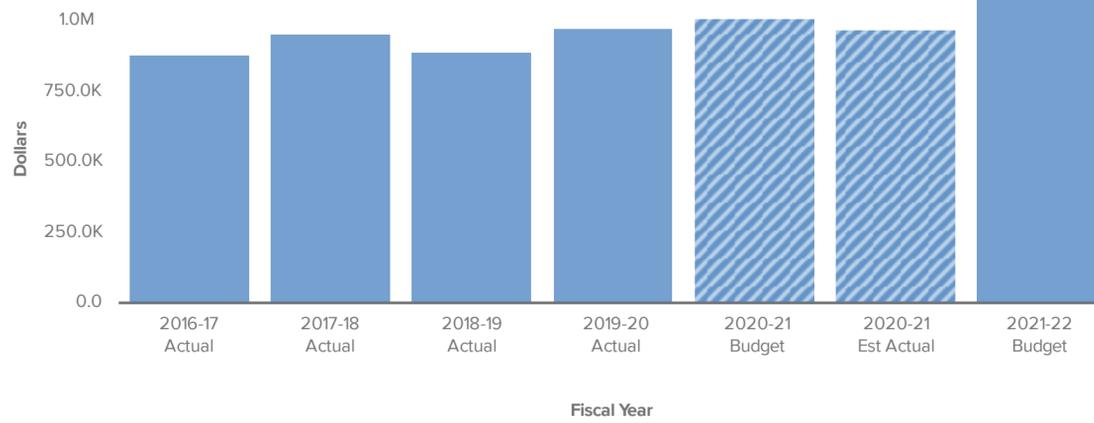
Funds Police Dispatch Division Expenses



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● General Fund

Visualization



Police Community Services

Public Safety

FY 2021-22 Budget

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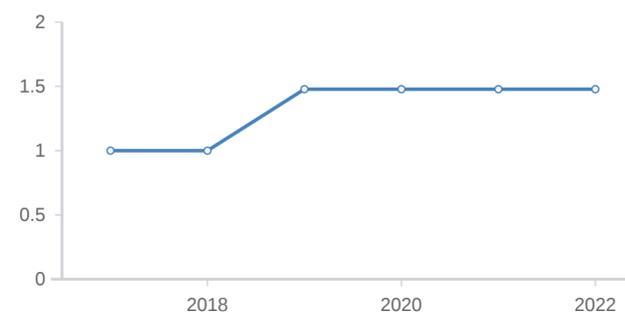
Department Description

The Police Community Services Division was referred to in previous budgets as Police Grants, which reflected the primary funding source since 2001-02. The state grant fund is the Supplemental Law Enforcement Services Fund (SLESF), which is for front-line personnel services. This division funds a Community Service Officer (CSO) and specific training costs.

Staffing

The Division consists of 1.48 FTE Community Services Officer (CSO).

Police Community Services FTE Count



1.48

Dept Function in 2022

Revenue Summary

Annually, the Town receives \$100,000 of Supplemental Law Enforcement Services Funds (SLESF). Per Government Cost Section 30062, monies allocated for SLESF is to be expended exclusively to provide front line law enforcement services. The Town classified parking enforcement as front line law enforcement services.

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Broken down by

Types ▾ Funds ... ▾ Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 139,431	\$ 148,778	\$ 155,948	\$ 100,019	\$ 153,314	\$ 100,020
▾ Intergovernmental - Police	139,431	148,778	155,948	100,019	153,314	100,020
35111 - State Police Programs	139,431	148,778	155,948	100,019	153,314	100,020
▾ Expenses	146,337	211,816	218,308	232,317	219,482	238,941
▸ Salaries, Wages & Benefits	139,196	206,304	212,901	229,215	217,982	235,641
▸ Supplies & Services	7,141	5,511	5,407	3,102	1,500	3,300
Revenues Less Expenses	\$ -6,906	\$ -63,038	\$ -62,361	\$ -132,298	\$ -66,168	\$ -138,921

Expenditure Summary

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The total Police Community Services budget is \$239,000 for FY 2021-22. It is \$19,000 more than FY 2020-21. The main change is in contribution to the Town's 115 Trust to address future OPEB cost.

Contributions to the 115 Trust is paid for by General Fund and not SLESF.

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Broken down by

Expenses ▾ Funds ... ▾ Departments ...

Data

Expand All	2021-22 Budget
▸ Salaries, Wages & Benefits	235,641
▸ Supplies & Services	3,300
Total	238,941

Expenditure by Categories

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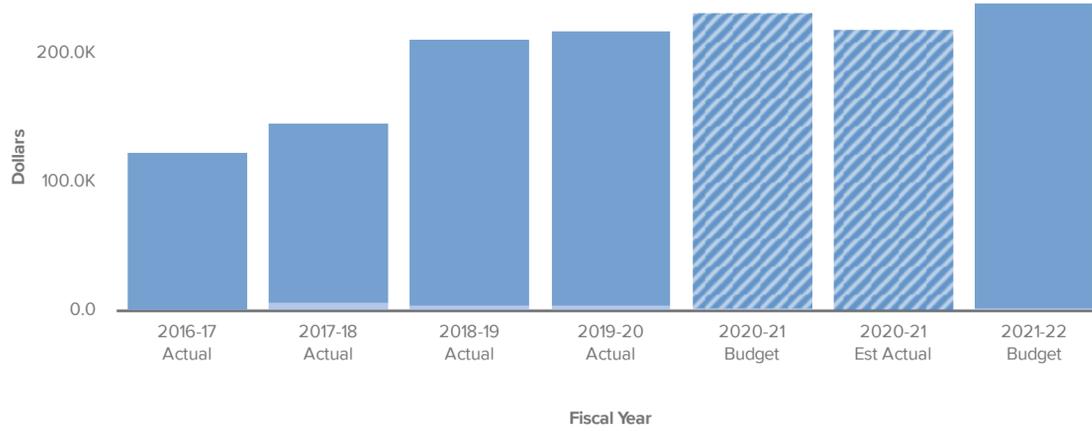
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Broken down by

Expenses Funds ... Departments ...



Visualization



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- Salaries, Wages & Benefits
- Supplies & Services

Expenditure by Funds

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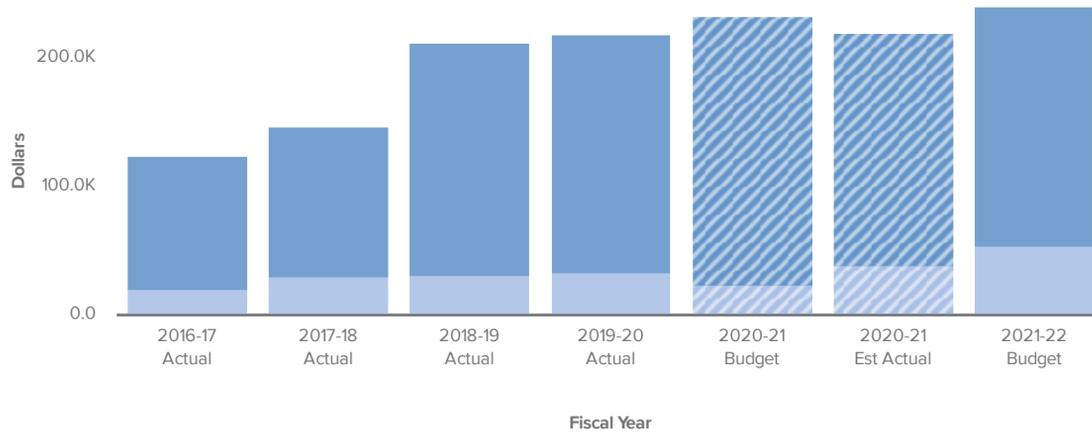
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Funds* Departments ... Expenses



Visualization



Sort Large to Small ▾

- Police Grant (CA-COPS)
- General Fund

Public Works & Planning

FY 2021-22 Budget

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The Public Works & Planning Department consists of the following Divisions:

- [Engineering and Building](#),
- [Public Works Maintenance \(which includes Sewer operations\)](#),
- [Planning](#), and
- [Facility Operations](#).

Contract technical professionals and three Town employees provide Public Works and Planning services. Department responsibilities include the development and implementation of the Town's Five-Year Capital Improvement Program (CIP); administration and implementation of solid waste recycling and National Pollutant Discharge Elimination System (NPDES) regulations; administration of private land development and building permits; maintenance of all Town-owned facilities and infrastructure; current and advanced planning; and neighborhood and sustainability services.

The Department continues to address traffic and transportation issues; identify and develop future capital improvement projects; improve maintenance and land development services; address the needs of other Town departments as they relate to Public Works and Planning; administer local, state, and federal regulations; administer grants and applications; and maintain the overall operation of the Department.

Public Works & Planning Revenues

The main revenues source for Public Works & Planning operations is the General Fund. The department generates some revenues to offset certain expenditures, as indicated below.

Sewer charges (or fees) is one of the revenue sources generated by the Public Works & Planning operation - \$942,000. Revenues received from sewer charges are recorded in a separate fund (Enterprise Fund) from the General Fund to pay for sewer conveyance and treatment costs charged by the City of Daly City and South San Francisco. Sewer maintenance and capital improvements are funded by the General Fund through annual transfers.

The department also collects permit fees and service charges for planning, building and engineering activities - \$281,000. These fees and charges are set based on the City Council approved 2019 Cost of Service Study and offsets up to 90% of actual cost of providing such services.

Grant funding, such as Gas Tax (\$74,000) and Measure A, are used for specific activities. A portion of Gas Tax supports streetlight and traffic light repairs and the remaining funds are reserved for streets, sidewalk, and bikeway related capital programs.

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Broken down by

Types ▾ Funds ... ▾ Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 1,275,955	\$ 1,059,603	\$ 1,135,219	\$ 1,079,343	\$ 1,104,475	\$ 1,243,339
▸ Charges - Sewer	741,035	824,239	850,366	892,885	897,299	942,163
▸ Licenses - Engineering & Building	203,800	86,655	157,924	109,049	157,256	229,256
▸ Licenses - Planning	271,422	99,676	117,567	47,308	49,920	51,920
▸ Other Revenues - PWs	59,698	49,033	9,362	30,101	0	20,000
▾ Expenses	3,590,026	3,608,711	3,800,799	3,695,068	3,589,365	4,676,890
▸ Professional & Contractual Services	2,511,678	2,303,024	2,529,696	2,524,618	2,417,362	3,048,770
▸ Supplies & Services	501,794	677,270	589,089	565,031	572,229	855,632
▸ Salaries, Wages & Benefits	562,161	599,743	612,929	604,877	597,524	700,632
▾ Capital Purchases & Improvements	0	19,920	61,856	0	0	61,856
▸ Other: Internal Svc Fund Charges	0	19,920	61,856	0	0	61,856
▸ Purchases (CIP)	14,393	8,753	7,229	542	2,250	10,000
Revenues Less Expenses	\$ -2,314,072	\$ -2,549,107	\$ -2,665,580	\$ -2,615,725	\$ -2,484,891	\$ -3,433,551

Expenditure Summary

The total Public Works & Planning expenditure budget for FY 2021-22 is \$4.7 million, or \$1.1 million more than the FY 2020-21 Estimated Actual. To address the financial crisis from the Covid-19 pandemic, this department limited its use of essential contract services and deferred a number of its projects. This included reducing landscape maintenance and engineering, and advanced planning services. The goal for this department during the Covid-19 pandemic was to shift all available resources to urgent and essential services and projects, and away from essential but non-urgent projects. This will require some catch up in the new fiscal year to bring the quality of maintenance back to pre-Covid levels.

It is also important to note that the Public Works & Planning Budget includes roughly \$250,000 of contingency built into the budget to address unpredictable events. Such events include changes in commercial landscape, urgent right-of-way repairs, important feasibility studies or need assessment needed due to the changing legal landscape, and facilities improvement. For example, unanticipated costs were incurred for interior repairs and improvements at Creekside Villas in FY 2020-21, roadway repair on the public right-of-way in FY 2019-20, and grant administration and applications in FY 2018-19 and FY 2019-20.

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Data

Expand All	2021-22 Budget
▶ Public Works Maintenance	2,454,408
▶ Engineering & Building	939,000
▶ Facilities	832,482
▶ Planning	451,000
Total	4,676,890

Expenditure by Categories

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Broken down by

Expenses*

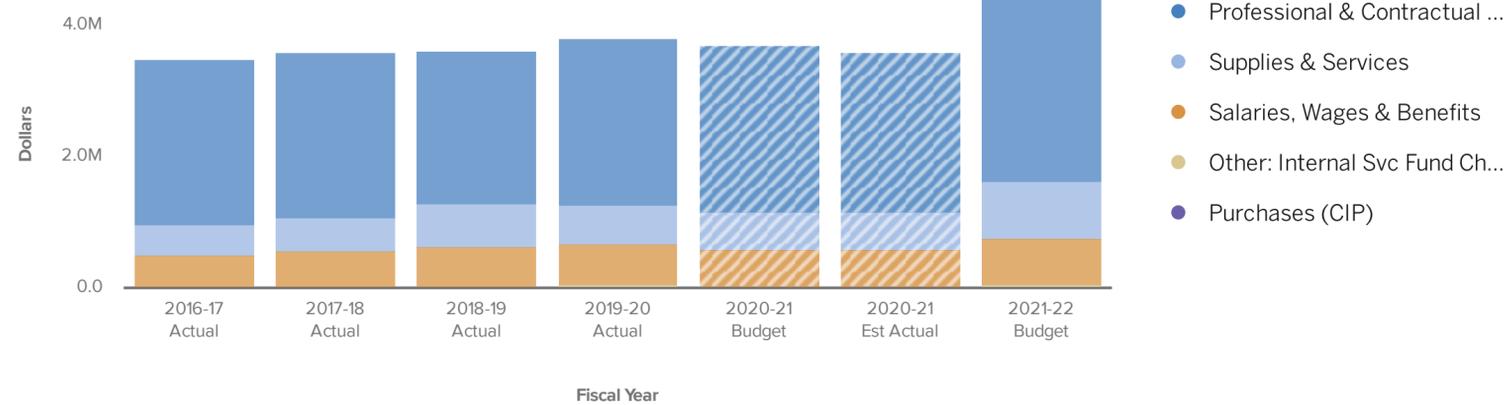
Funds ...

Departments ...



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Visualization



Accomplishments

The following accomplishments are broken down by Division:

Planning Division (410):

- Prepared policy documents and reports for City Council consideration including General Plan Study Sessions and an update to the Accessory Dwelling Unit (ADU) ordinance.
- Continued work on sections of the General Plan and the General Plan EIR.
- Continued participation in regional meetings (County and Bicycle and Pedestrian Plan, Grand Boulevard Initiative, RICAPS, County Stormwater Committees, County Flood and Sea Level Rise District, Bay Area Planning Directors Association, 21 Elements Housing, etc.).
- Processed staff level and development applications including the Cadillac dealership, Tesla dealership, car storage at the landfill and tenant improvements at Serra Center.
- Completed the update of the Climate Action Plan.
- Completed the adoption of Reach Codes.
- Prepared letters regarding legislation affecting Colma.
- Continued work with property owners to resolve property maintenance issues.
- Coordinated and participated in the El Camino Real Pedestrian plan preparation.
- Participated in auto dealer's working group meetings and cemetery manager's work group meetings.
- Participated in Census 2020 activities.

Engineering and Building Division (310):

- Completed the El Camino Real Bicycle and Pedestrian Plan.
- Continued work on the Mission Road Bicycle and Pedestrian Project.
- Continue work on the Municipal Regional Permit Green Infrastructure program.
- Represented town at County and Regional meetings: County wide NPDES meetings, C/CAG TAC, Colma Creek Flood Control Advisory and TAC meetings, San Mateo Sea Level Rise committee and board meetings, Cal Building Official Association, CALBO, City and County Engineers Group, League of Ca. Cities.

- Continued work on expanding the Town's Sanitary Sewer Enterprise Fund.
- Continued work SFPUC and NSMCSD on the potential of a reclaim water system for the Cemeteries and Town.
- Work with Property managers to open several new businesses, to highlight a few, Devita, Philz, Coffee, Panda Express, Wing Stop, Noah's Bagels.
- Help sponsor reach code amendments to the Town's Building Code.
- Participated in Facility safety walk throughs.
- Finalized a Street Light replacement program for Sterling Park.

Public Works Maintenance Division (320):

- Installed courtesy sign for dog walkers in Sterling Park Neighborhood, Installed dog mitt dispensers and waste on Lawndale Blvd.
- Installed park benches in the Mission Road and Lawndale Blvd. area.
- Installed signage and parking markers on El Camino Real.
- Maintained street sweeping pavingstone cleaning schedules throughout Town with "shelter in place orders" in effect.
- Responsible for the cleaning and recording of 300+ storm drains throughout the Town.
- Inspected commercial facilities regarding FOG compliance (Fats, Oil and Grease) along with stormwater compliance.
- Certified all Town owned domestic and irrigation backflow devices.
- Oversaw Landscape Maintenance contract adherence.
- Minor facility repairs and maintenance & oversight of the Landscape and janitorial contracts.
- Attended Integrated Pest Management Countywide meetings.

COVID Response

Though an adjustment at the beginning, the Engineering, Planning and Building Divisions successfully shifted to remote operations as a result of the Covid-19 shelter in place order. The Planning and Engineering Divisions were able to assist the public remotely by phone, email and virtual conferencing conducting administrative hearings, preconstruction meetings, bid openings, committee meetings and other. Planning and Permit applications along with plan reviews were taken in and processed electronically. Town staff from the Planning and Building Departments assisted various businesses with temporary use permits or plan reviews for their temporary outdoor structures. Many within our departments were obligated to perform work that involved day to day work within the Right of Way, facility operations, and project inspections. Obligations where one had to encounter the public, staff adhered to strict Covid-19 best management practices to continue the duties that their department were obligated to perform. The Planning Division was also very active in sending out regular eblasts and community memorandums to the business community offering information about assistance loans, operating restrictions, along with a weekly (now biweekly) update meetings with cemeteries.

Future Objectives

Planning Division (410):

- Continue the General Plan Update
- Continue preparation of the General Plan Environmental Impact Report (EIR).
- Continue work with San Mateo County on the Local Hazard Mitigation Plan update.
- Continue to process development and administrative applications.
- Conduct work related to the update of the Housing Element.
- Implement policies from the Climate Action Plan.
- Continue to monitor legislation and propose ordinance amendments, if required.

- Continue to participate in activities and meetings related to economic development.
- Continue to represent Colma in regional meetings.
- Monitor and review plans, development proposals and environmental documents of surrounding communities and utility companies to assure that the interests of the Town are considered.
- Work with Town's Franchise Waste Hauler and Businesses to comply with the SB 1383, Organic Waste Reduction Requirements.

Engineering and Building Division (310):

- As part of the Annual Road Rehabilitation and Preventive Roadway Maintenance Program, the 300 block of F Street Mill and Fill.
- Complete the design and start the construct to rebuild the F Street Retaining wall.
- Start the design and construction documents for El Camino Real and Lawndale landscape projects.
- Continued work in securing grant packages for future Town and infrastructure capital projects.
- Complete the study regarding annexing in Colma's portion in the Colma Street Light District and the potential of creating the Town's own Street Light and Landscape District, (Study only).
- Develop a cost recovery system for storm water Business inspections.
- Complete the study and fee assessment for expanding the Town's sanitary Sewer Enterprise Fund.
- Establish an equipment replacement fund.
- Represent Town at Local, County wide, Regional and State required meeting and conferences.
- Continued work with SFPUC, NCSMSD, Cal-water and Cemeteries regarding a reclaim water system.

Public Works Maintenance Division (320):

- Perform minor construction and painting as needed.
- Establish programs and training to further develop maintenance staff.
- Monitor and manage minor encroachment work.
- Work with Sustainability group to meet our Climate Action Plan and Goals.
- Meet or exceed the SF Regional Boards goals of reducing trash in the Town's waterways and assisting the business community in trash management.
- Work with local businesses to be compliant with stormwater discharge adherence and their FOG Program.
- Work on a Request for proposal for tree maintenance services and tree safety program.
- Continued work on the Towns Sidewalk safety program.
- Establish a roadway stripping and signage program.
- Join the Maintenance Superintendents Association.
- Continue to certify all Town owned backflow devices.

Engineering & Building

Public Works and Planning

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Department Description

The Division consists of the following functions: Public Works Administration, Engineering and Building. Contract professionals provide the staffing for the day-to-day duties; the five-year Capital Improvement Program (CIP); the County wide Storm Water NPDES permitting and maintenance program; annual sewer service maintenance and charges; solid waste, recycling and sustainability programs; sanitary sewer system maintenance and reporting requirements; right of way infrastructure, Geographical Information System (GIS) upkeep and other daily and annual service activities. The Division assists the Public Works Maintenance and Planning Divisions and the Town's Police and Recreation Departments in their current and future infrastructure and facility needs. The Division provides comprehensive engineering, building inspection and CASp (Certified Access Specialist) inspection and consulting services; processes building, grading and encroachment permits; and provides plan review and inspection services for land development projects. These activities are partially supported by fees.

Staffing

Public Works Administration, Engineering and Building Division services are provided under contract with CSG Consultants. The Division coordinates with the Public Works Maintenance Division but does not oversee operations.

Revenues Summary

The Engineering and Building departments generate revenues from permit activities. The fees and charges collected offsets the services provided for encroachment review, inspection, and other development activities. The fees and charges assessed are based on the City Council approved cost of service fee study and has a target recovery of 90%. The total FY 2021-22 Engineering & Building revenue budget is \$229,000 and the expenditures budget is \$939,000. The difference of \$710,000 is supported by non-departmental General Fund revenues.

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Broken down by

Types Funds ... Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 203,800	\$ 86,655	\$ 157,924	\$ 109,049	\$ 157,256	\$ 229,256
▸ Licenses - Engineering & Building	203,800	86,655	157,924	109,049	157,256	229,256
▸ Expenses	851,235	740,296	767,214	753,289	731,454	939,000
Revenues Less Expenses	\$ -647,435	\$ -653,641	\$ -609,291	\$ -644,240	\$ -574,198	\$ -709,744

Expenditure Summary

The Engineering and Building Budget for FY 2021-22 is \$939,000 or \$207,000 more than the FY 2020-21 Estimated Actual. The main reason for the increase is the restoration of the Engineering and Building budget to pre-Covid levels. A majority of the departments budget is in contract services for general building and engineering support, and permitting for engineering and building.

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Data

Expand All	2021-22 Budget
▸ Professional & Contractual Services	930,000
▸ Supplies & Services	9,000
Total	939,000

Expenditure by Categories

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Broken down by
Expenses*

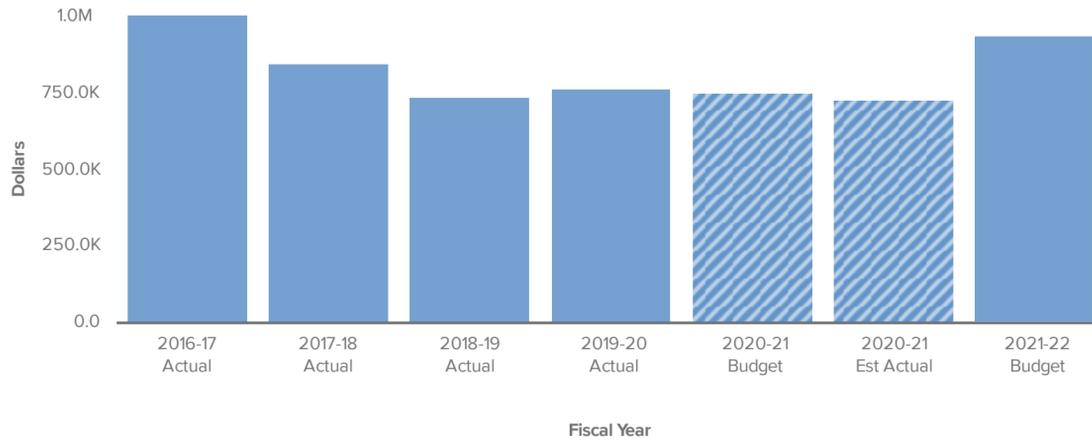
Funds ... Departments ...



Sort Large to Small ▾

- Professional & Contractual ...
- Supplies & Services

Visualization



Expenditure by Funds

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Funds*

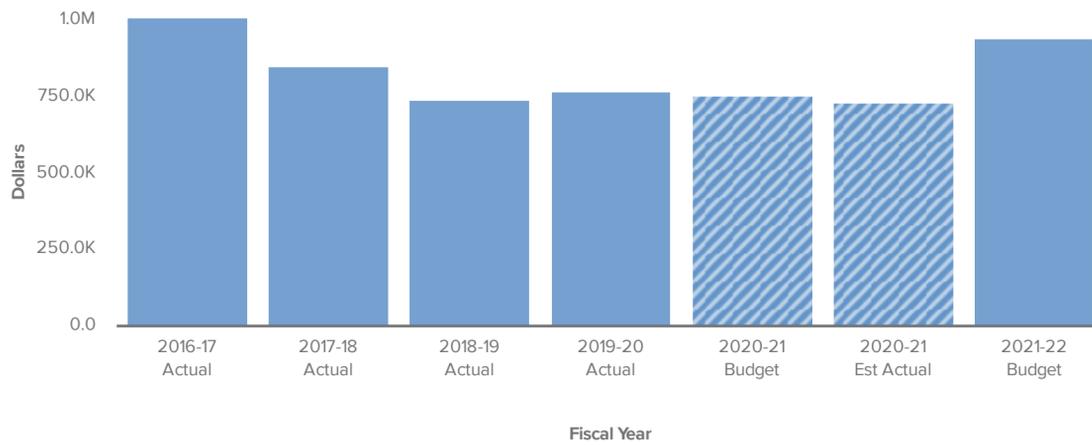
Departments ... Expenses ...



Sort Large to Small ▾

- General Fund

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Public Works Maintenance

Public Works & Planning

FY 2021-22 Budget

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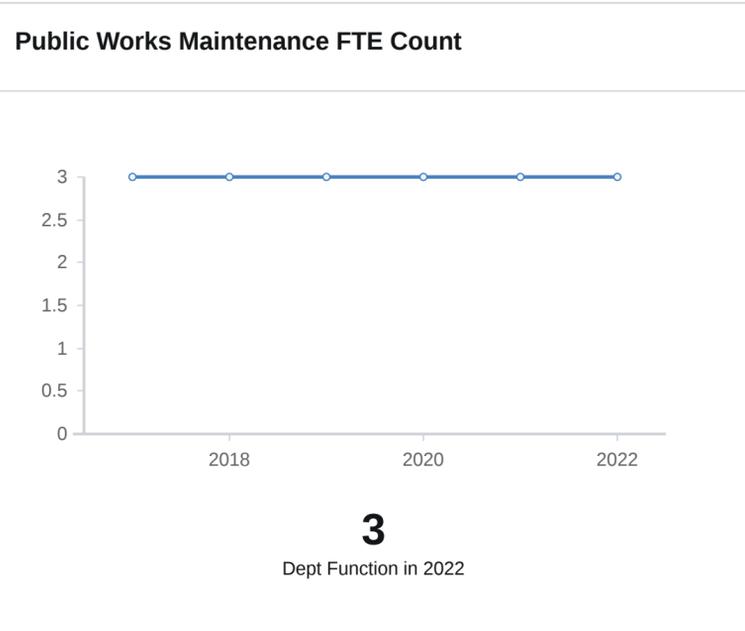
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Department Description

The Public Works Maintenance/Sewer Division is responsible for the upkeep and maintenance of public streets, sidewalks, traffic signals, street lights, storm water systems and public facilities. The Division also manages roadway weed and litter control and graffiti abatement; participates in the National Pollutant Discharge Elimination System (NPDES) Storm Water Program; and are the first responders to sanitary sewer overflows. The Division also manages the landscape, facility janitorial and HVAC maintenance contracts.

Staffing

The Division is composed of one Maintenance Supervisor and two Maintenance Technicians, overseen by the City Manager.



Revenue Summary

The FY 2021-22 Public Works Maintenance revenues budget is \$962,000 with \$942,000 in sewer operations (Fund 81) and \$20,000 in General Fund (Fund 11) reimbursement. The sewer fees collected offsets the sanitary sewer operating cost of \$1.13 million. The "Sanitary Sewers" operating budget can be found within Expenses > Professional & Contractual Services in the table below.

The total "Revenues Less Expenses" for FY 2021-22 Budget is \$1.49 million and is supported by non departmental General Fund revenues.

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Types Funds ... Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 800,733	\$ 873,273	\$ 859,728	\$ 922,986	\$ 897,299	\$ 962,163
▸ Charges - Sewer	741,035	824,239	850,366	892,885	897,299	942,163
▸ Other Revenues - PWs	59,698	49,033	9,362	30,101	0	20,000
▾ Expenses	1,809,917	1,893,601	2,056,132	2,044,941	1,955,794	2,454,408
▸ Professional & Contractual Services	1,219,428	1,253,782	1,354,057	1,427,446	1,338,520	1,667,770
▸ Salaries, Wages & Benefits	562,161	599,743	612,929	604,877	597,524	700,632
▾ Capital Purchases & Improvements	0	19,920	61,856	0	0	61,856
▸ Other: Internal Svc Fund Charges	0	19,920	61,856	0	0	61,856
▸ Supplies & Services	13,935	11,402	20,060	12,077	17,500	14,150
▸ Purchases (CIP)	14,393	8,753	7,229	542	2,250	10,000
Revenues Less Expenses	\$ -1,009,185	\$ -1,020,328	\$ -1,196,403	\$ -1,121,955	\$ -1,058,495	\$ -1,492,245

Expenditure Summary

The FY 2021-22 Public Works Maintenance budget is \$2.48 million, or \$523,000 more than FY 2020-21 Estimated Actuals. The main reason for the increase is related to the restoration to pre-Covid pandemic service levels. As part of the Covid-19 pandemic deficit reduction strategy, the Public Works Maintenance operation reduced contributions to the 115 trust to reduce OPEB and pension liabilities (\$68,000), reduced the use of contract services (\$242,000), and halted the vehicle replacement contribution (\$62,000).

The FY 2021-22 budget includes \$50,000 allocated for a sewer fees consultant. The consultant will assist the Town is developing funding strategies in preparation for future major sewer infrastructure repairs and rehabilitation.

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Expand All	2021-22 Budget
▶ Professional & Contractual Services	1,667,770
▶ Salaries, Wages & Benefits	700,632
▾ Capital Purchases & Improvements	61,856
▶ Other: Internal Svc Fund Charges	61,856
▶ Supplies & Services	14,150
▶ Purchases (CIP)	10,000

Expenditure by Categories

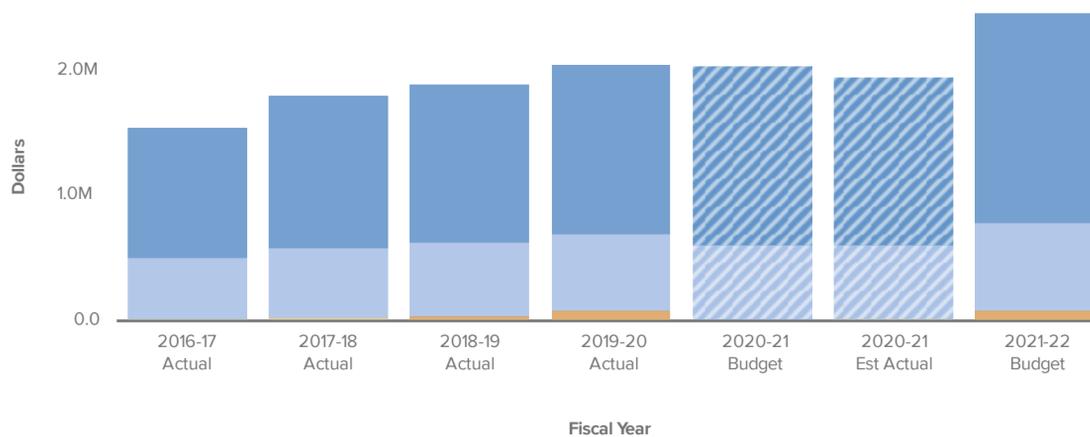
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Sort Large to Small ▾

- Professional & Contractual ...
- Salaries, Wages & Benefits
- Other: Internal Svc Fund Ch...
- Supplies & Services
- Purchases (CIP)

Expenditure by Funds

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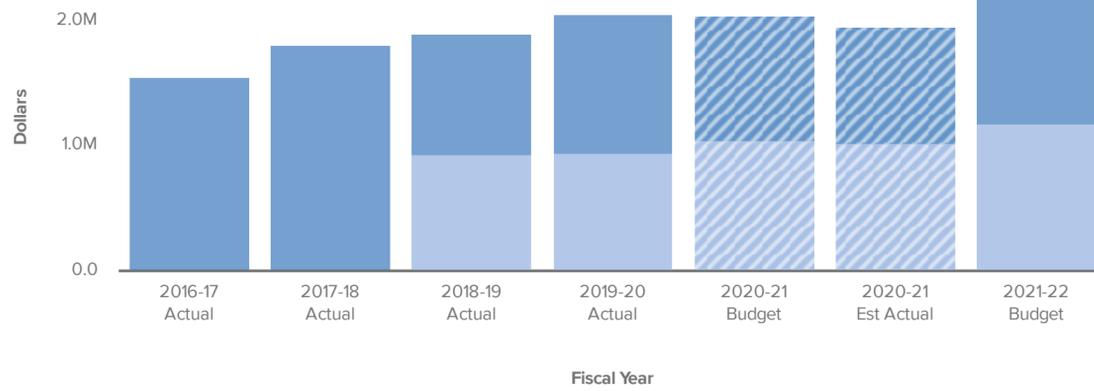
▾ Expenses ...



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- General Fund
- Sewer Ops

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Planning

Public Works & Planning

FY 2021-22 Budget

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Department Description

The Planning Division is responsible for Advanced (long range) Planning, Current Planning (application processing), Climate Action, Economic Development and Neighborhood Services. The Planning staff, in partnership with other Town staff, residents and the business community, implements the community vision for the physical development of Colma, as described in the General Plan. Specific activities include: preparing planning studies to update policies and regulations in light of changing laws and conditions to ensure Colma continues to be a desirable community in which to live, work, visit and recreate; coordination with or participation in County and regional planning efforts to represent Colma's interests; reviewing development proposals to ensure high quality and compatible development; reviewing all building permits for compliance with zoning requirements; enforcing codes and promoting property maintenance; and providing public information about planning and development.

Staffing

The Town contracts with CSG Consultants for planning services – partially offset by fees. Professional contract staff, including the City Planner, an Assistant Planner, an Associate Planner, a Sustainability Manager, a Code Enforcement Officer and additional planning staff are available to assist the Town on an as-needed basis. Administrative support is provided by the Town's Administrative Technician, who is under the supervision of the City Clerk.

Revenue Summary

The FY 2021-22 Planning revenues budget is \$51,920 and the operating budget is \$451,000. Fees collected for planning activities are based on the 2018 cost of service fee study with a recovery target of 90%. Non permit related activities are supported by General Fund revenues.

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Broken down by

Types

▾ Funds ...

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Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 271,422	\$ 99,676	\$ 117,567	\$ 47,308	\$ 49,920	\$ 51,920
▸ Licenses - Planning	271,422	99,676	117,567	47,308	49,920	51,920
▾ Expenses	443,698	315,743	414,972	349,831	349,889	451,000
▸ Professional & Contractual Services	443,698	315,743	414,972	349,831	349,889	451,000
Revenues Less Expenses	\$ -172,275	\$ -216,067	\$ -297,405	\$ -302,522	\$ -299,969	\$ -399,080

Expenditure Summary

The FY 2021-22 Planning budget is \$451,000 and is \$101,000 more than the FY 2020-21 Estimated Actual. The increase is the result of restoring planning operations to pre-Covid service levels.

Part of the Planning budget includes pass-through consultant and legal fees as well as contingency budget for permit reviews.

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Broken down by

Expenses

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Data

Expand All	2021-22 Budget
▸ Professional & Contractual Services	451,000
Total	451,000

Expenditure by Categories

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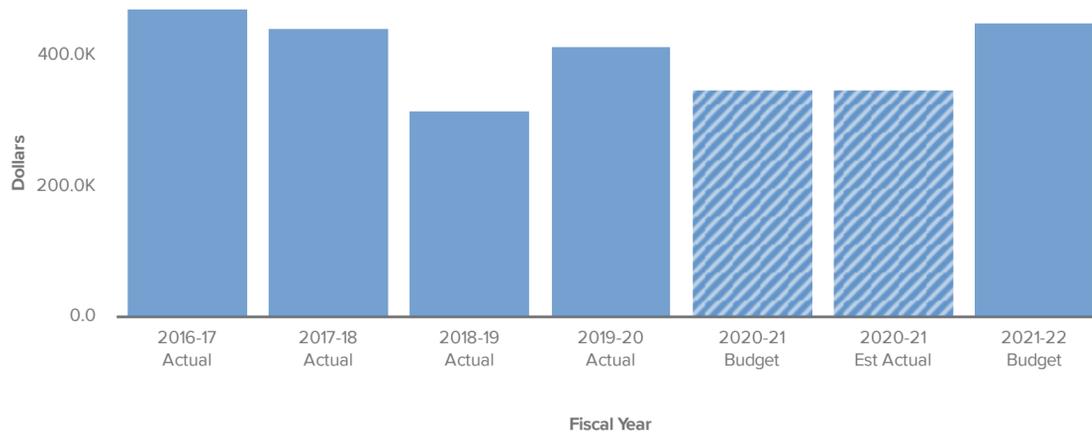
Expenses Funds ... Departments ...



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● Professional & Contractual ...

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Expenditure by Funds

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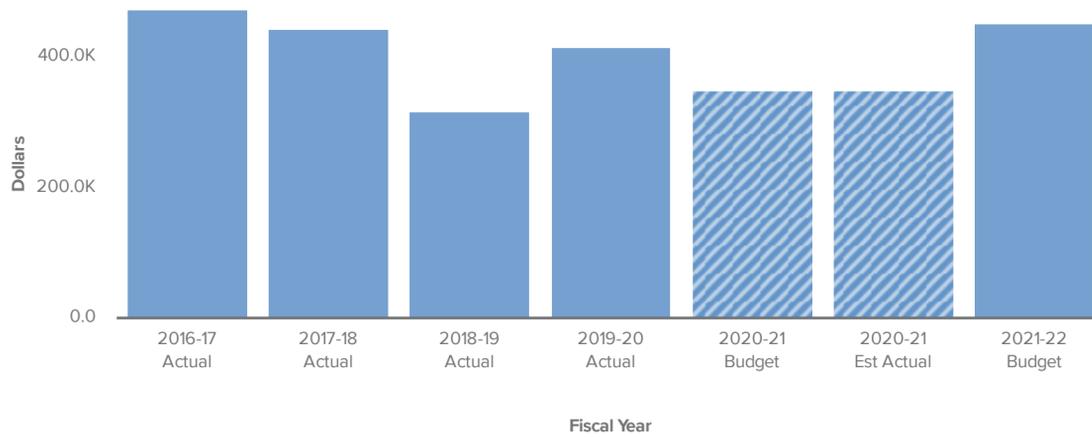
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● General Fund

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Facility Operations

Public Works & Planning

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Department Description

The Facility Operations Activity includes non-personnel operating expenses for all Town facilities, such as janitorial and landscape contract services for facilities, water, electricity and pest control.

Staffing

The Public Works Maintenance Supervisor oversees facility maintenance operations and the staffing cost is fully charged to Public Works Maintenance Division.

Revenue Summary

The FY 2021-22 Facility Operations revenue budget is \$186,000 and it is rental income from Creekside Villas and Verano. Creekside Villas and Verano rental incomes are recorded in Fund 83, City Properties fund - an Enterprise Fund and are used to offset facility operation costs in Fund 83. All other Town facilities are supported by General Fund revenues, with a small portion of the Town Hall's electricity cost reimbursed by EVgo.

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Broken down by

Types Funds ... Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 194,099	\$ 222,219	\$ 200,293	\$ 195,906	\$ 185,805	\$ 185,805
▾ Use of Property / Interest - General	194,099	193,308	190,931	185,805	185,805	185,805
34021 - Senior Housing Rents	189,823	189,494	185,423	180,297	180,297	180,297
34026 - 1065 Mission Rd. Rent	4,276	3,814	5,508	5,508	5,508	5,508
▾ Other Revenues - PWs	0	28,911	9,362	10,101	0	0
37034 - Other Reimb - Electric Car Charger	0	28,911	9,362	10,101	0	0
▸ Expenses	485,177	659,072	562,481	547,008	552,229	832,482
Revenues Less Expenses	\$ -291,078	\$ -436,852	\$ -362,188	\$ -351,102	\$ -366,424	\$ -646,677

Expenditure Summary

The Facility Operations Maintenance budget for FY 2021-22 is \$832,000, or \$279,000 more than FY 2020-21 Estimated Actual. The largest category is in building interior (90012) and building exterior (90013) maintenance repair at \$206,000. Facility improvements include the coppola (roof) repair at Sterling Park (\$20,000), new elevator and generator maintenance agreement at Town Hall (\$6,500), new fabric for operable wall (\$10,000) and new drapes (\$23,000) at the Community Center, second entry in dispatch area at Police Station (\$18,000), interior repair at Creekside Villas as needed (\$30,000), and minor repairs and replacement at all ten Town facilities (\$98,500). Additionally, budgets for janitorial service, landscaping maintenance, facilities supplies, and gas & electricity were restored to pre-Covid 19 operations, as the Town prepares for the Statewide reopening.

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Data

	2021-22 Budget
City Hall	184,232
Sterling Park	101,150
Museum	53,800
Community Center	157,125
Police Station	175,200
Corportation Yard	30,100
Senior Housing	110,925
Verano	6,100
Bark Park	8,600
Gun Range	5,250
Total	832,482

Expenditure by Facilities

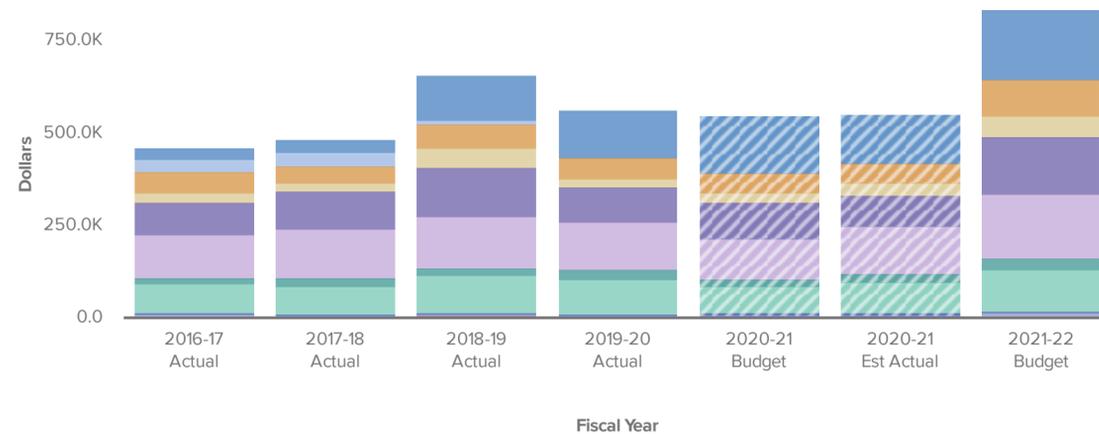
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Broken down by

Departments* ▾ Funds ... ▾ Expenses

Visualization



Sort By Chart of Accounts ▾

- City Hall
- City Annex
- Sterling Park
- Museum
- Community Center
- Police Station
- Corportation Yard

Expenditure by Categories

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Broken down by

Expenses Funds ... Departments ...

Data

Collapse All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▼ Supplies & Services	\$ 485,177	\$ 659,072	\$ 562,481	\$ 547,008	\$ 552,229	\$ 832,482
▼ Facilities Operation	485,177	659,072	562,481	547,008	552,229	832,482
Janitorial Services	102,587	129,245	117,144	135,263	102,238	140,525
Gas and Electricity	78,501	118,122	108,566	116,472	104,994	118,300
Bldg. Interior Maintenance & Repair	63,808	145,126	100,453	38,221	54,493	137,400
Landscaping	51,929	44,032	37,613	43,018	69,065	105,000
Water	45,178	47,516	45,753	50,187	53,643	58,650
Heat, Ventilation, & Air Conditioning	22,929	32,451	36,056	47,430	47,368	49,950
Bldg. Exterior Maintenance & Repair	18,616	35,290	19,097	16,650	17,025	69,000
Supplies	33,566	27,480	24,401	16,859	12,709	53,550
Property Management HOA Dues	22,522	24,963	22,700	24,465	26,459	25,700
Telephone/Internet Services	24,625	22,664	21,247	23,980	26,290	27,707
Security System	8,555	16,378	18,430	19,143	22,793	26,750
Pest Control	10,520	8,165	9,265	11,821	12,551	15,350
Miscellaneous Maintenance	1,841	7,639	1,758	3,500	2,600	4,600
Total	\$ 485,177	\$ 659,072	\$ 562,481	\$ 547,008	\$ 552,229	\$ 832,482

Expenditure by Funds

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Broken down by

Funds*

Departments ...

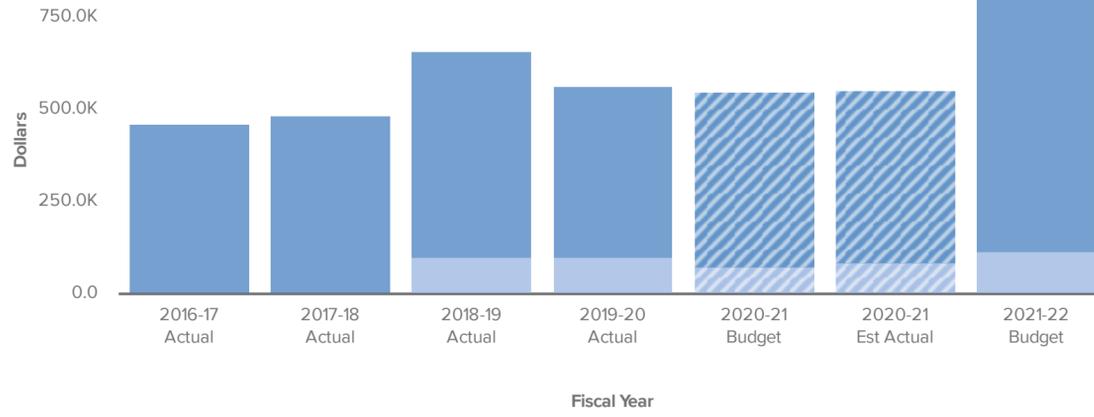
Expenses



Sort By Chart of Accounts ▾

- General Fund
- City Facilities

Visualization



Recreation

FY 2021-22 Budget

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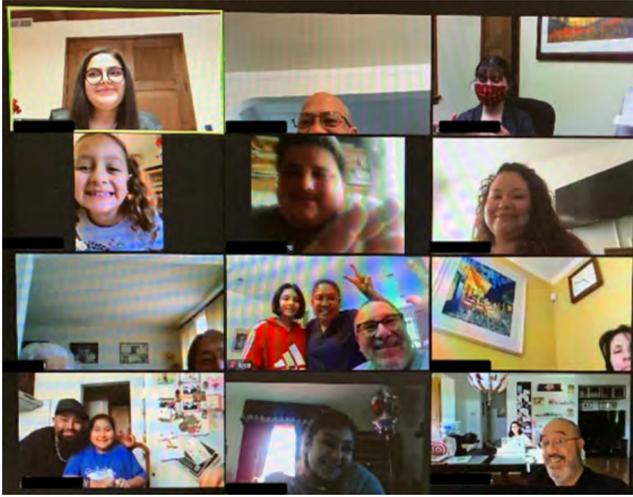
The Recreation Services Department provides programs, activities and events for Colma residents of all age groups ranging from youths to seniors at two park facilities: Colma Historical Park & Community Center and Sterling Park. Program elements include: Fitness, Enrichment, Special Events, Cultural Events, Sporting Events, Trips and Community Events. It is the goal of the Recreation Services Department to offer a balanced program ensuring all elements are offered to all age groups throughout the fiscal year.

Recreation program fees are subsidized using a system that provides a greater discount for programs that serve the community versus programs that serve the individual. The policy-based system was approved by the City Council in 2011 and the Department has typically recovered 12%-14% of department costs, including the recreation facilities maintenance budgets. In FY 2020-21, the Department is projected to recover 8% of department costs, including the recreation facilities maintenance budgets. The lower cost recovery rate is due to the Covid-19 pandemic and reduced revenues.

The Department has experienced an increase in program participation every year beginning in FY 2012-13. The increase is attributed to more in-house activities and community-based programming, ensuring opportunities for all populations. In FY 2020-21, staff had to alter traditional recreation programming and moved to an online and virtual platform with a few drive through special events. Traditional recreation program participation suffered but online and virtual program participation did much better than expected.

The 2017-2019 and 2020-2022 Strategic Plans call for the coordination and implementation of more community-based programming and additional recreation opportunities for the Teen population. Over the last few years, the Department has developed the following community-based programs and Teen activities: Halloween House Decorating Contest, Holiday House Decorating Contest, Super Bowl Party, Summer Concert Series, Friday Night Lights, Teen Center hours at Sterling Park, Teen L.E.Y.P program, Colma Community Fair and Bike Rodeo, Cinema at the Cemetery, Parol Lantern Workshop, Annual Holiday Tree Lighting, and Día De Los Muertos Festival. During the Covid-19 pandemic a lot of the above mentioned programs were cancelled and new online programming was developed.

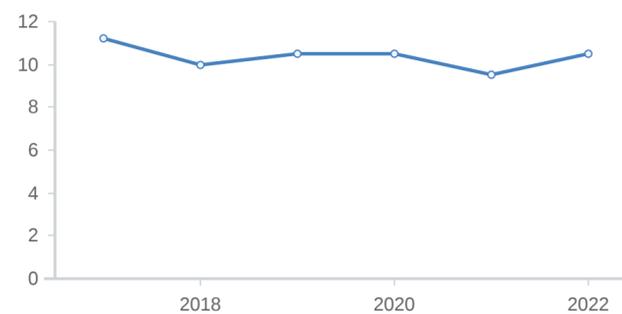
Key Events in Recreation



Staffing



Recreation FTE Count



10.5

Dept Function in 2022

The staffing for this Department includes one Recreation Manager, two Recreation Coordinators, 3.5 FTE in part-time Facility Attendants and 4.0 FTE in part-time Recreation Leaders. In FY 2020-21, the Recreation Manager position was frozen due to Covid-19, however FY 2021-22 supports the hiring of the Recreation Manager position.

Accomplishments

During FY 2020-21, the Recreation Services Department:

- Received Age Friendly City Status in September 2020;
- Hosted modified and Covid-19 safe Tree Lighting event, Dia De Los Muertos Altar event, and Drive through Halloween and Holiday events'
- Converted day camp program to take home day camp program activity kits;
- Provided online events for senior population and community;
- Hosted multiple Blood Drives with the Red Cross and Stanford Blood Center;

- Partnered with Second Harvest Food Bank of San Mateo County delivering food to populations in need;
- Provided take-home Parol Lantern Kits; and,
- Hosted Colma Wonderland.

COVID Response

Due to the Covid-19 pandemic and Shelter in Place Orders, the Recreation Services Department had to transition from providing in person services to a virtual, online, take home and drive thru recreation service provider. For a period of time picnic areas, outdoor workout equipment, and the basketball court were closed and the recreation facilities were closed for rentals since April 2020. Facility rentals for indoor, in-person gatherings may not be available until late Fall or Winter of 2021, pending updated Shelter in Place Orders for gatherings.

During FY 2020-21, the Recreation Services Department began offering an array of online programs and remote activities for the community, some of those programs were:

- Community online Bingo and Trivia,
- Remote Armchair Travel,
- Take Home Parents Night Out,
- Senior Breakfast Bingo,
- Delivered Senior Lunches,
- Take Home afterschool and day camp craft kits, and
- Online homework assistance

The Recreation Department also partnered with the Second Harvest Food Bank of San Mateo County delivering to over 100 households once to twice a month throughout the year.

Future Objectives

For FY 2021-22, the Recreation Services Department will:

- Continue working on Age Friendly Cities initiatives;
- Coordinate the annual Town Picnic and Adult Holiday Event, if permitted;
- Attempt to provide the same service level (offer the same number of programs and meet participation levels) as FY 2019-20;
- Continue to develop and offer more community based and teen programming including;
 - Cinema in the Cemetery Movie Series;
 - Dia De Los Muertos festival in collaboration with a local cemetery;
 - Continue collaboration with Colma Police Department L.E.Y.P.;
- Covid-19 permitting, open recreation facilities for facility rentals and indoor programming
- Offer modified in-person Day Camp and Afterschool programs; and,
- Increase overall customer service rating of 9.5 out of 10 from FY 2019-20.

Revenue Summary

The FY 2021-22 Recreation revenues budget is \$84,000. As shown in the table below, Recreation revenues from charges and rental Recreation operation are insufficient to fund total operating expenditure of \$1.02 million. General Fund revenues supports the remaining \$932,000 of operating expenditure.

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Broken down by

Types ▾ Funds ... ▾ Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▾ Revenues	\$ 142,077	\$ 159,374	\$ 96,981	\$ 93,070	\$ 15,705	\$ 83,595
▸ Charges - Recreation	78,530	83,662	58,396	61,792	21,135	55,500
▸ Use of Property - Recreation	63,548	75,712	38,585	31,279	-5,430	28,095
▸ Expenses	981,429	994,060	901,866	664,354	488,444	1,015,635
Revenues Less Expenses	\$ -839,352	\$ -834,686	\$ -804,885	\$ -571,284	\$ -472,739	\$ -932,040

Expenditure Summary

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The Recreation Program budget for FY 2021-22 is \$1.02 million, or \$528,000 more than the FY 2020-21 Estimated Actual. The main reason for the increase is related to the restoration to pre-Covid pandemic service levels. To address the Covid-19 pandemic financial crisis in FY 2020-21, the Town froze the vacant Recreation Manager position (\$131,000), limited use of part-time staff (\$69,000), reduced contributions to the Town's 115 Trust to reduce OPEB and pension cost (\$54,000), canceled community events (\$83,000), halted the vehicle replacement contribution (\$13,000), and reduced other recreation services (\$170,000).

The FY 2021-22 Recreation budget restored all the programs and services cut as part of the Covid-19 pandemic response and it also includes increases to benefit cost and accrued leave payout contribution (\$21,000).

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Broken down by

Expenses ▾ Funds ... ▾ Departments ...

Data

Expand All	2021-22 Budget
▸ Salaries, Wages & Benefits	633,760
▸ Supplies & Services	248,400
▸ Professional & Contractual Services	110,000
▸ Capital Purchases & Improvements	13,475
▸ Purchases (CIP)	10,000
Total	1,015,635

Expenditure by Categories

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Broken down by

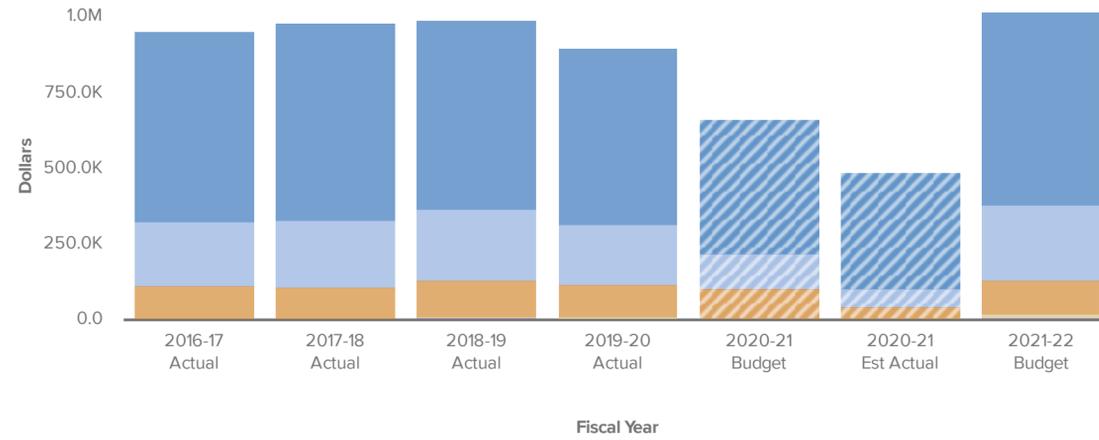
Expenses Funds ... Recreation



Sort Large to Small ▾

- Salaries, Wages & Benefits
- Supplies & Services
- Professional & Contractual ...
- Capital Purchases & Impro...
- Purchases (CIP)

Visualization



Expenditure by Fund

The Recreation operating expenditures is part of the General Fund operation.

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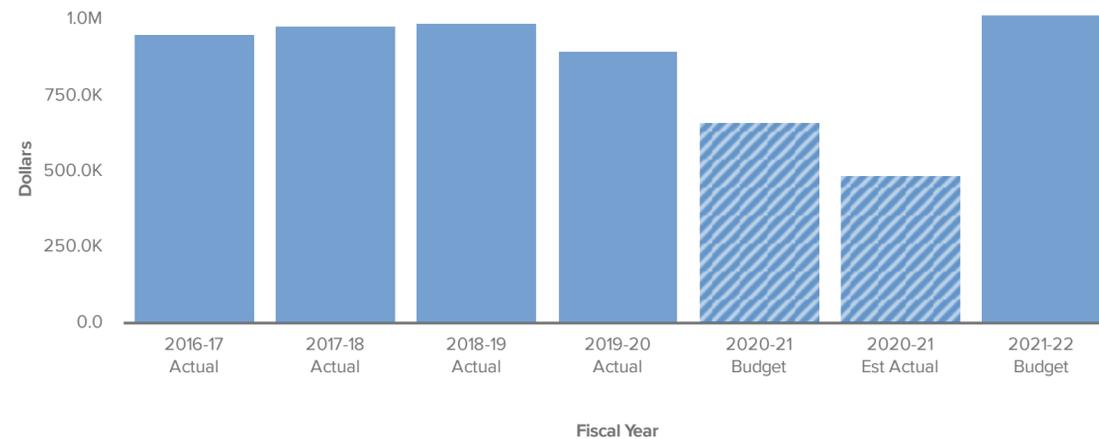
Funds* Recreation Expenses



Sort Large to Small ▾

- General Fund

Visualization



Capital Improvement Plan

FY 2021-22 Budget

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The Capital Improvement Plan (CIP) is a planning document that covers the construction and maintenance of major projects and facilities as well as major studies. The CIP also serves as a budget that provides the means to pay for these projects.

This section includes the Town's Five-Year Capital Improvement Plan for FY 2021-22 through FY 2026-27.

Overall, the FY 2021-22 Capital Improvement Budget is \$1.08 million, with \$195,000 in projected carryover project budget from FY2020-21, \$40,000 in carryover project budget from reinstating a deferred project, and \$846,000 in new funding requests. The program also includes a carryover of \$80,000 from FY 2020-21 to FY 2022-23.

CIP Project Categories

Colma's Capital Improvement Plan (CIP) lists projects in four distinct categories, below. Click on the images below to get to the project description, FY 2020-21 status, FY 2021-22 work plan, and funding needs for FY 2021-22 through FY 2026-27.

Category 1

Streets, Sidewalks & Bikeways



Category 2

Sewer & Storm Drain



Category 3

City Facilities & Long-Range Plan



Category 4

Major Equipment, Technology, & Fleet



Project Status

The project status is shown on each capital project. The statuses are Active, Closed, Future or Unfunded.

- **Active** - existing or new CIP projects that have available funding and activities (spending) in FY 2021-22.
- **Closed** - CIP projects that have been completed or have been closed out. These projects will only appear in future CIP budgets if they have project expenditures during the prior three years.
- **Future** - CIP projects that are programmed for FY 2022-23 through FY 2026-27. Project budget and funding are identified, but are not earmarked.
- **Unfunded** - CIP projects that are Town priorities but are currently without budgeted funds. Unfunded projects will be reviewed annually during the Town Budget process to see if funds are available for construction and if the proposed projects are ready to move from the Unfunded to the Budgeted projects list.

This will provide more clarity in the Capital Improvement Budget. It will also identify projects that are budgeted, projects that are ready to be closed (and dropped from future CIP budgets) and future projects that are currently unfunded today but are in the developmental stage awaiting conceptual design approval, plans and specifications, and additional funding from the Town and/or outside sources.

FY 2020-21 Capital Improvement Program Overview

During to the Covid 19 pandemic, the Town focused on projects that met the Town's Covid 19 pandemic goals. These goals include ensuring public safety, preserving reserves, and utilizing all available grant funding. FY 2019-20 Active Projects that met these goals were El Camion Real Bicycle & Pedestrian Plan (914), Mission Road Bicycle & Pedestrian Improvement (903), General Plan Update (991) and Climate Action Plan (994). The Town continued to fund the IT Infrastructure Upgrades (986) as online and virtual office support increased during the Covid 19 pandemic. By March 10, 2021, the City Council approved the addition of three capital programs:

1. F-Street Retaining Wall (902) - ensuring public safety

2. Housing Element Update (996) - utilizing grant funding
3. Zoning Code Update (997) - subset of General Plan Update (991)

Of all the projects listed above, Climate Action Plan (994) and El Camino Real Bicycle & Pedestrian Plan (914) are completed and will close as of June 30, 2021. All other projects will continue into FY 2021-22, with the IT Infrastructure Upgrades (986) continuing as an ongoing program. The projected total carryover, as of April 30, 2021, is \$235,000, with \$80,000 programmed for FY 2022-23. Actual carryover will depend on actual project spending through June 30, 2021 and will be part of the year-end process.

NOTE: Ongoing programs typically do not have carryover. The unspent portion is released back to the reserve and new funding is allocated in the new fiscal year. Ongoing programs are used as a tool to separate purchases and improvements from the operating budget and is used for capitalization.

FY 2021-22 Capital Improvement Plan Highlight

In addition to the six projects listed above that will continue into FY 2021-22, the Town has added five additional projects, continues two ongoing projects, and re-establishes one deferred project.

Additional Projects:

1. Annual Roadway Rehabilitation and Preventative Maintenance (906) - \$150,000
2. Colma Museum Facility Repair and Painting (951) - \$75,000
3. Facility Parking Lot Upgrades (953) - \$99,025
4. Financial Software Replacement (965) - \$100,000
5. Police Body Worn and In-Car Cameras [part of the Equipment Purchase and Replacement Project (984)] - \$201,000

Ongoing Projects:

1. IT Infrastructure Upgrades (986) - \$50,000
2. Vehicle Replacement (987) - \$164,000

Deferred Projects:

1. Creekside Villas Repair (952) - \$40,000 - included in the carryover budget discussed above.

The FY 2021-22 Capital Improvement Budget also includes a budget increase of \$7,000 for the design phase of the F-Street Retaining Wall (902) project.

Project Funding and Spending Plan for FY 2021-22 through FY 2026-27

The Funding Plan table below summarizes the revenue sources that the Town plans to use to support the capital program.

The Capital Program bar chart below summarizes the projects by categories. The corresponding table is below the bar chart. To get to the table, use the scroll bar on the right of the bar chart. At first glance, the table shows the total program by fiscal year and by categories. The project list is also available in the table by clicking on the triangles on the left of the categories.

Colma Capital Program Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	1,319,458	532,025	2,467,000	758,000	884,925	50,000	50,000	0	6,061,408
Measure A (22)	320,000	72,600	51,000	51,000	51,000	0	0	0	545,600
Measure W (26)	0	31,950	32,000	32,000	32,000	0	0	0	127,950
Gas Tax & RMRA (21)	87,000	45,450	44,000	44,000	44,000	0	0	0	264,450
Capital Reserve (31)	143,085	0	0	0	0	0	0	0	143,085
SB2 Grant (31)	160,000	0	0	0	0	0	0	0	160,000
LEAP Grant (31) - Reimb	65,000	0	0	0	0	0	0	0	65,000
REAP Grant (31) - Reimb	0	20,000	0	0	0	0	0	0	20,000
Development Impact Fee (32)	0	0	26,000	0	0	0	0	0	26,000
SB1 Grant (32)	199,192	0	0	0	0	0	0	0	199,192
OBAG-TLC (32) - Reimb	525,000	0	0	0	0	0	0	0	525,000
OBAG-LSR (32) - Reimb	100,000	0	0	0	0	0	0	0	100,000
Measure M (32) - Reimb	330,000	0	0	0	0	0	0	0	330,000
Safe Route to School (32) - Reimb	200,000	0	0	0	0	0	0	0	200,000
PLAN JPA (32)	10,000	0	0	0	0	0	0	0	10,000
Project Reallocation (31 & 32)	724,265	0	0	0	0	0	0	0	724,265
Fleet Replcmnt (61)	20,000	164,000	190,000	130,000	130,000	130,000	130,000	0	894,000
City Facility (83)	95,000	0	0	0	0	0	0	0	95,000
Total Funding	4,298,000	866,025	2,810,000	1,015,000	1,141,925	180,000	180,000	0	10,490,950

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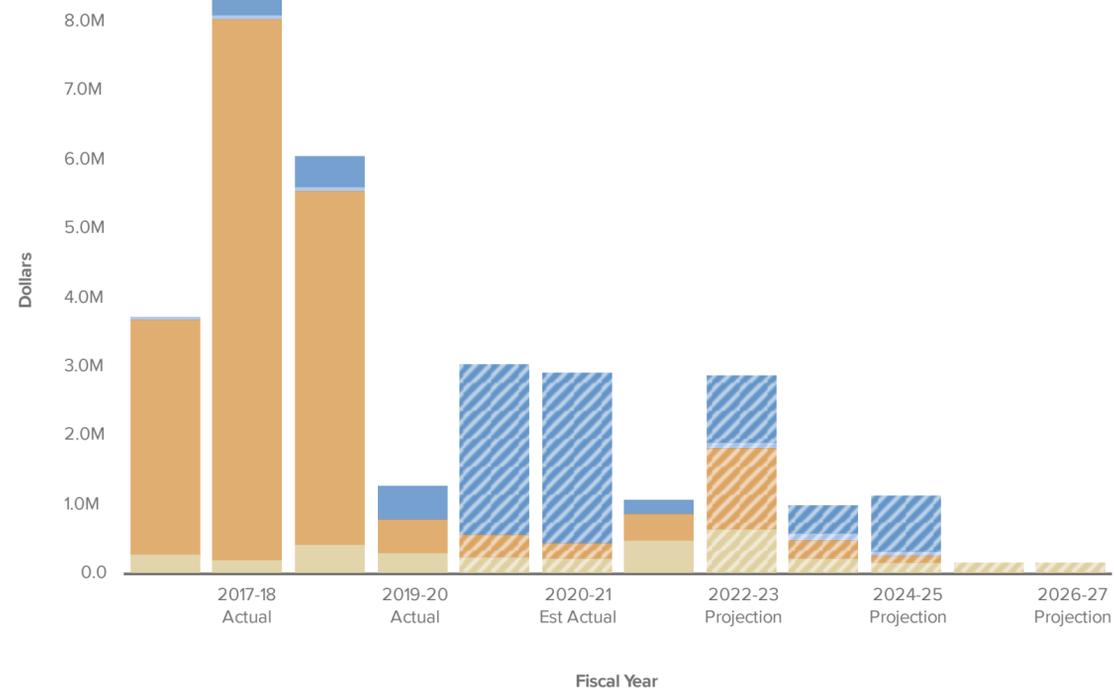
Broken down by
Capital Program Expenses



Sort A to Z ▾

- CIP - Cate 1 - Street
- CIP - Cate 2 - Storm & Sewer
- CIP - Cate 3 - City Fac & Lo...
- CIP - Cate 4 - Major Eqpt, T...

Visualization



Streets, Sidewalks & Bikeways Projects

Capital Improvement Plan

FY 2021-22 Budget

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Active Projects

Annual Roadway Rehabilitation and Preventative Maintenance (906)

Project Scope

The Annual Roadway Rehabilitation and Preventative Maintenance Program includes minor repairs, such as crack sealing, and major rehabilitation, such as slurry seal and mill and fill. The goal of the program is to maintain the Town's Pavement Condition Index (PCI) at 80 or above, the current PCI Townwide has been rated at 79. The multiyear project budget includes design, construction management and construction costs. The Annual Roadway Rehabilitation Preventive Maintenance Project is broken into design and construction phases for the 300 Block of F Street, which is scheduled for 2021/22; Colma Boulevard and 400 Block of Serramonte Boulevard are scheduled for 2022/23; Collins Avenue and Junipero Serra Boulevard are scheduled for 2023/24; and, Hillside Boulevard is scheduled for 2024/25. The total project cost for 2021-2025 is estimated at \$917,900.

Status as of June 30, 2021

Project was deferred in FY 2019-20 and the funding was reallocated to the Mission Road Project in FY 2019-20.

Schedule for FY 2021-22 and Thereafter

For FY 2021-22, the Public Works Department identified the 300 Block of F Street is in need of a mill and fill, (minor roadway reconstruction). Construction documents are estimated to be completed in the Fall/Winter of 2021 and the construction is to take place in the Spring of 2022.

Impact on Operation

An effective roadway maintenance program includes minor repairs as part of the operating budget and major rehabilitation as part of the Annual Roadway Rehabilitation and Preventative Program. By rehabilitating the roadway when needed, the Town is able to maintain the annual roadway repairs budget to \$95,900.

Project Funding and Spending Plan

The Annual Roadway Rehabilitation project is an eligible project to utilize the State and County allocated Gas Tax and RMRA (21), Measure A (22), Measure W (26), and Measure M grant funding.

Annual Roadway Rehab (906) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Measure A (22)	0	72,600	51,000	51,000	51,000	0	0	0	225,600
Measure W (26)	0	31,950	32,000	32,000	32,000	0	0	0	127,950
Gas Tax & RMRA (21)	0	45,450	44,000	44,000	44,000	0	0	0	177,450
General Fund (11)	0	0	98,000	123,000	165,900	0	0	0	386,900
Total Funding	0	150,000	225,000	250,000	292,900	0	0	0	917,900

Annual Roadway Rehab (906) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Construction	0	150,000	225,000	250,000	292,900	0	0	0	917,900
Total Project Budget	0	150,000	225,000	250,000	292,900	0	0	0	917,900

F-Street Retaining Wall (902)

Project Scope

In 2019 the Colma Engineering Department surveyed the retaining wall on F Street. It was determined that the failure we are experiencing in the structure is most likely due to poor drainage, thus causing the wall to deteriorate. The first phase of the project is design, specifications, plans and construction estimates. The second phase includes soliciting bids for construction and construction management services.

Status as of June 30, 2021

This project is a priority project. The design phase and Plan, Specifications & Estimates (PS&E) will be completed by early Summer of 2021. The construction phase is slated for the Fall of 2021.

Schedule for FY 2021-22 and Thereafter

Construction documents will be assembled and ready to bid by August or September 2021. It is anticipated that the start of construction will commence in the September time frame and be completed by the November/December time frame. It is estimated that the project will take approximately 60 calendar days.

Impact on Operation

The project will decrease maintenance on and around the wall. The one item that will have to be continually watched and maintained is the drainage system.

Project Funding and Spending Plan

F-Street Retaining Wall (902) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Capital Reserve (31)	25,000	0	0	0	0	0	0	0	25,000
General Fund (11)	0	7,000	0	0	0	0	0	0	7,000
Total Funding	25,000	7,000	0	0	0	0	0	0	32,000

F-Street Retaining Wall (902) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Design	25,000	7,000	0	0	0	0	0	0	32,000
Construction	0	TBD	0	0	0	0	0	0	0
Total Project Budget	25,000	7,000	0	0	0	0	0	0	32,000

Mission Road Bicycle and Pedestrian Improvement Project (903)

Close by December 31, 2021

Project Scope:

The Mission Road Bicycle and Pedestrian Improvements Project includes the implementation of several safety-related improvements for pedestrians, bicyclists, and vehicles along Mission Road between El Camino Real and Lawndale Boulevard.

Status as of June 30, 2021:

The design phase is completed and the construction phase is nearly completed or will be completed by June 30, 2021.

Schedule for FY 2021-22 and Thereafter

The final phase of the project is the slurry seal and striping. This will be completed by June 30, 2021. Thereafter, the project manager will begin the closeout phase, which includes final grant submissions.

Impact on Operation

The project will provide a safer bicycle and pedestrian path and will mitigate the risk of accidents and control the Town's cost in annual insurance premiums and claims.

Project Funding and Spending Plan

Mission Road Improvement (903) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	590,000	0	0	0	0	0	0	0	590,000
OBAG-TLC (32) - Reimb	525,000	0	0	0	0	0	0	0	525,000
OBAG-LSR (32) - Reimb	100,000	0	0	0	0	0	0	0	100,000
Measure A (22)	320,000	0	0	0	0	0	0	0	320,000
Measure M	330,000	0	0	0	0	0	0	0	330,000
Safe Route to School (32) - Reimb	200,000	0	0	0	0	0	0	0	200,000
Gas Tax (21)	87,000	0	0	0	0	0	0	0	87,000
PLAN JPA (32)	10,000	0	0	0	0	0	0	0	10,000
Project Reallocation (31 & 32)	638,000	0	0	0	0	0	0	0	638,000
Total Funding	2,800,000	0	2,800,000						

Mission Road Improvement (903) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Design	401,834	0	0	0	0	0	0	0	401,834
Project Management	226,925	40,000	0	0	0	0	0	0	266,925
Construction	2,131,241	0	0	0	0	0	0	0	2,131,241
Total Project Budget	2,760,000	40,000	0	0	0	0	0	0	2,800,000

Future Projects

Projects Funding & Spending Schedule for FY 2022-23 through FY 2026-27

Future Project Funding Plan	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Development Impact Fee (32)	26,000	0	0	0	0	0	26,000
General Fund (11)	724,000	150,000	500,000	0	0	0	1,374,000
Total Funding	750,000	150,000	500,000	0	0	0	1,400,000

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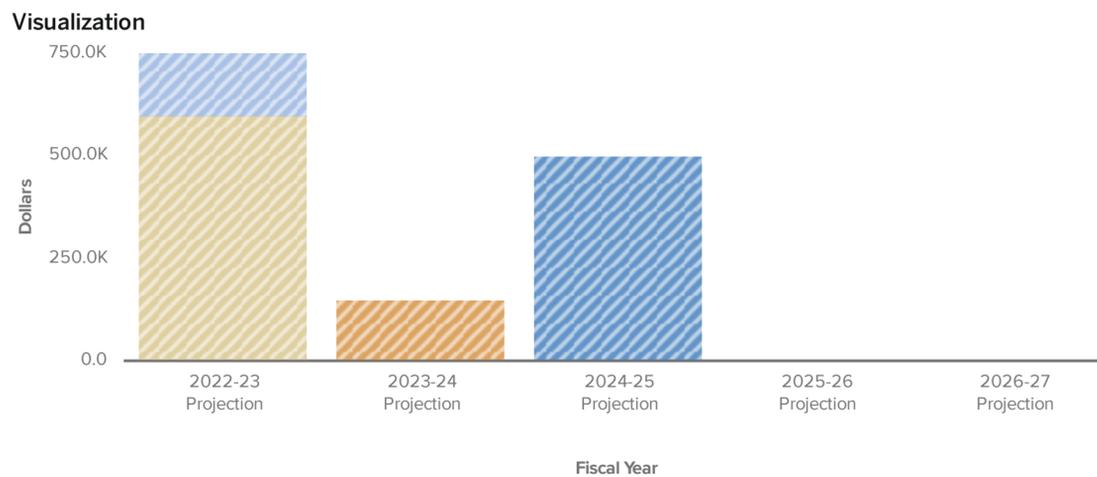
Broken down by

CIP - Cate 1 - Street * Expenses



Sort A to Z ▾

- El Camino Real Bike & Ped ...
- Lawndale & ECR Landscap...
- Serramonte/Collins Rdwy I...
- Serramonte/Serra Center ...



The future unfunded portions of the projects shown above and below are not connected to a fiscal year and therefore cannot be included in the charts above. The future unfunded portions are as followed:

- El Camino Real Bicycle & Pedestrian Improvement (923) - \$29.50 million
- Hillside Boulevard Beautification (901) - \$9.10 million
- Lawndale & El Camino Real Landscape & Median (956) - \$2.60 million
- Serramonte/Collins Roadway Improvement (905) - \$19.25 million

The future unfunded projects will be programmed depending on the availability of funding and may be phased in over time or programmed as a separate project similar to the Serramonte/Serra Center Signalization (911) project.

El Camino Real Bicycle & Pedestrian Improvements (923)

Scheduled for FY 2024-25

Estimated Project Cost: \$30.0 million (\$500,000 projected for FY 2024-25)

Project Scope

The project includes a re-design of El Camino Real with separated bicycle facilities, continuous sidewalks, additional bicycle and pedestrian safety features, new traffic signals, landscaping, and a reconfiguration of the Mission Road (“the Y”) intersection. The project presents a vision for residents and visitors to travel safely, comfortably, and with ease.

Status as of June 30, 2021

None. New future project.

Schedule for FY 2021-22 and Thereafter

Design phase scheduled to start in FY 2024-25, pending grant funding availability.
Total project cost per the final EL Camino Real Bicycle & Pedestrian Plan (914) is \$30.0 million.

Impact on Operation

There will be an increase in landscaping maintenance and irrigation costs. The proposed improvements and beautification enhancements will assist in making the shopping experience and visiting the various cemeteries a safer, and memorable experience.

Hillside Boulevard Beautification (901)

Scheduled for future (unknown)
Estimated Project Cost: \$9.1 million (Future Unfunded)

Project Scope:

Phase 1 of the three-phase Hillside Beautification Project (Hoffman Street to 600 feet south of Serramonte Boulevard) was completed in the 2014-15 fiscal year. The remaining work in this project will be evaluated to determine phasing and potential opportunities for grant funding. The costs and estimates will also need to be updated to incorporate green infrastructure mandates. A reserve of \$930,889 is being held in the Capital Improvement Fund towards the cost of this \$9,100,000 project.

Status as of June 30, 2021:

On hold. Future Unfunded.

Schedule for FY 2021-22 and Thereafter

Pending availability of funds.

Impact on Operation

There will be an increase in landscaping maintenance and irrigation costs.

Lawndale and El Camino Real Landscape and Median (956)

Scheduled for FY 2022-23
Estimated Project Cost: \$2.75 million (\$150,000 projected for FY 2022-23)

Project Scope:

Median landscapes along Lawndale Boulevard and El Camino Real are in need of rehabilitation. As a result of the severe drought in recent years, the State of California has levied irrigation restrictions that prevent cities from irrigating its street medians with turf. This resulted in many of the vegetation in the Town's medians along Lawndale Boulevard and El Camino Real will need significant maintenance efforts in order to avoid the area being overtaken by intrusive vegetation. Additionally, the landscape along the backside of the sidewalk along the Northside of Lawndale Boulevard will also need to be addressed in all phases of this project.

- Phase 1 is the conceptual review of the landscaping and public use and enhancement on Lawndale Boulevard and El Camino Real - completed in FY 2019-20.
- Phase 2 will provide "Shovel Ready" project plans, specifications and estimates (PS&E) and preparing a bid package - tentative scheduled for FY 2023-24.
- Phase 3 is the construction phase, which includes awarding the contract, and building and inspection services, and construction - future unfunded \$2.6 million.

The study will also focus on green infrastructure possibilities, stormwater enhancements, and recreational features. Grant opportunities may be available for Phase 3 of this project.

Status as of June 30, 2021:

The conceptual design (Phase 1) was completed and approved in FY 2019-20. The design phase was deferred due to the COVID-19 pandemic.

Schedule for FY 2021-22 and Thereafter

This project is a restoration of the existing Lawndale Boulevard Landscape Improvement Project (956). The construction phase of the project (Phase 3) is currently unfunded. Staff will be looking for funding opportunities to help assist with the construction costs. The feasibility/conceptual study (Phase 1) was completed and approved in FY 2019/20. The development of the PS&E (Phase 2) will begin in 2023/2024. The construction Phase will be evaluated after the completion of PS&E and will depend on available funding and Town's priorities.

Impact on Operation

The rehabilitation of the landscape and median along Lawndale Boulevard and El Camino Real with drought-resistant vegetation will increase the aesthetic of the roadway, provide safe crossing, and reduce the cost of landscape maintenance.

Serramonte/Serra Center Signalization (911)

Scheduled for FY 2022-23

Estimated Project Cost: \$600,000. This project is part of the Serramonte Blvd/Collins Ave Roadway Improvement Project (905) - see below

Project Scope

Install traffic signal on Serramonte Blvd at the Serra Center entrance (Target). The project will be partially funded by a development impact fee (\$26,000). The project may be eligible for Transportation and Infrastructure grant (T&I) of \$420k with a local match of \$80k. Total project cost \$500k for the signalization plus design and project management cost.

The signalization of the Serramonte/Serra Center intersection is part of the Serramonte Blvd/Collins Ave Master Plan and has been separated for project management purposes.

Status as of June 30, 2021

New Project. Project is schedule to begin design and if required land aquisition in FY 2021-22, construction would be in FY 2022-23.

Schedule for FY 2021-22 and Thereafter

The required work is contingent on the T&I Grant, if awarded, the project would start in the fall of FY 2021-22. If the grant is not awarded to the Town, the start of this project would be postponed until funds were made available.

Impact on Operation

Annual operation and maintenance costs as they relate to the street light signal.

Serramonte Blvd/Collins Ave Roadway Improvement (905)

Scheduled for FY 2022-23

Estimated Project Cost: \$600,000.

Project Scope

The primary purpose of the Serramonte Boulevard and Collins Avenue Master Plan (Master Plan) is to improve the overall design, function and identity of the corridors with a view to supporting the Town of Colma's main economic engine and one of the premier auto rows in the Bay Area. The Master Plan thus addresses the design of the right of way, connections and accessibility, safety and operational challenges, identity and character, sustainability, and green infrastructure. (please refer to <https://www.colma.ca.gov/documents/serramonte-boulevard-collins-avenue-master-plan/> for the Serramonte Boulevard and Collins Avenue Master Plan)

Status as of June 30, 2021

New Project. This project is schedule to begin in FY 2023-24.

Schedule for FY 2021-22 and Thereafter

It is anticipated that this project will be broken into phases, scheduling of the various phases of design and construction are to be determined.

- Phase 1a: Traffic light at Serra Center (separate project)- see project 911 above.
- Phase 1b: the island (Collins Ave) - Phase 1B- Close Down the slip lane at Serramonte and Collins in the east bound direction, also restripe Serramonte Boulevard simulating the proposed road diet, (lane reduction) from the Serramonte/Serra Center entrance to El Camino Real.
- Phase 2: Reconstruct Collins Avenue, continous sidewalks, High visable cross walks, street lights, landscaping, underground of overhead utilities, car carrier off loading zones for local car dealerships.
- Phase 3: Continue improvements to Serramonte West.: Lane reduction, sidewalks, landscaping, sustainabilty enhancements, street lighting, and accessibility improvements,
- Phase 4: landscaping, accessabilty enhancements, street lighting, bike paths, street lights.

Impact on Operation

The project will improve safety and mobility along Serramonte Blvd and Collins Avenue, reduces enforcement costs, and enhance economic viability going into the future.

Closed Projects

El Camino Real Bicycle and Pedestrian Improvement Plan (914)

Close by July 1, 2021

Project Scope

The El Camino Real Bicycle and Pedestrian Improvement Plan will provide guidelines and directives for a comprehensive bicycle and pedestrian safety program along a portion of the El Camino Real corridor, (State Route 82) in the Town of Colma, from Daly City to South San Francisco. The project will strive to improve community mobility along this portion of the roadway by creating a vision to increase and enhance various modes of transportation, including walking and bicycling, while providing opportunities to increase ridership on public transportation. The study will review and implement the standards and goals that are stated in the California Transportation Plan 2040, California State Bicycle and Pedestrian Plan, Caltrans District 4 Bicycle Plan, San Mateo County Comprehensive Bicycle and Pedestrian Master Plan, and Grand Boulevard Initiatives' Goals. Community outreach is included in the study from residents and businesses.

Status as of June 30, 2021

Since this project is completed, the next step in this process will be to take a construction phasing approach to this project, thus creating several future projects through a phasing approach. By doing so, this will also allow staff to apply for grants specifically as they may apply to that phase.

Schedule for FY 2021-22 and Thereafter

None.

Impact on Operation

The completed plan will assist the Town in the design and construction of a safer bicycle and pedestrian path, which will mitigate the risk of accident and control the Town's costs in annual insurance premiums and claims.

Project Funding and Spending Plan

El Camino Real Bike & Ped Plan (914) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
SB1 Grant (32)	199,192	0	0	0	0	0	0	0	199,192
General Fund (11)	25,808	0	0	0	0	0	0	0	25,808
Total Funding	225,000	0	0	0	0	0	0	0	225,000

El Camino Real Bike & Ped Plan (914) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Design	239,064	0	0	0	0	0	0	0	239,064
Total Project Budget	239,064	0	0	0	0	0	0	0	239,064

Sewer and Storm Drains Projects

Capital Improvement Plan

FY 2021-22 Budget

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Active Projects

No active projects in FY 2021-22.

Future Projects

Projects Funding & Spending Schedule for FY 2022-23 through FY 2026-27

Funding Plan	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	70,000	95,000	70,000	0	0	0	235,000
Total Funding	70,000	95,000	70,000	0	0	0	235,000

Updated On 20 May, 2021

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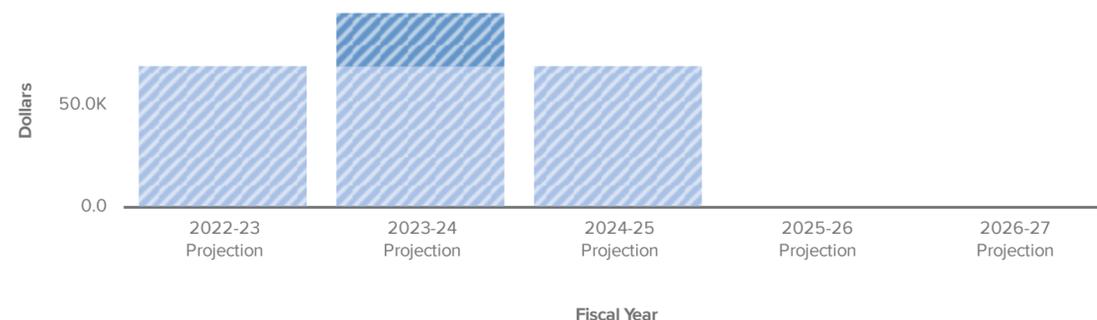
CIP - Cate 2 - Storm & Sewer Expenses



Sort A to Z ▾

- Colma Creek Channel (934)
- Storm Drain Assess & Map...

Visualization



There is no future unfunded portion estimated for either of the projects listed above.

Colma Creek Channel Repairs (934)

Scheduled to Start in FY 2022-23

Project Scope

Sections of the Colma Creek concrete channel have deteriorated over the years. Because there are different levels of deterioration, a study will need to be performed as phase 1 of this project. This study will identify, categorize and map the deteriorated areas, estimate costs to repair those areas and identify what outside permits will be required to enter and repair the creek walls and floor. **Phase 2** of the project will be to prepare plans and specifications for the project along with applying for and obtaining all necessary permits to perform the work. **Phase 3** will be the preparation of the bid documents, project and construction management, and the repair work.

Status as of June 30, 2021

The project has been deferred due to the COVID-19 pandemic and continued negotiations with San Mateo County Flood and Sea Level Rise Resiliency District for shared maintenance costs.

Schedule for FY 2021-22 and Thereafter

The Colma Creek Channel Repair Phase 1 is programmed to take place in FY 2022/23. Phase 2 & 3 will depend on the results of Phase 1 and the availability of funds. Staff will pursue outside funding to assist within offsetting the repair costs.

Impact on Operation

The study will unveil a more precise annual maintenance cost. After repairs are complete, the annual creek maintenance is estimated to cost \$12,000-\$15,000.

Storm Drain System Assessment and Mapping (972)

Scheduled to Start in FY 2022-23

Project Scope

The project will review and analyze the Town's 11 miles of the Storm Drain System. The process will be to start assessing the current Storm Drainage system by way of internally videotaping the system in its current state. The video will provide several insights; it will unveil any needed repairs and unrecorded blind or illegal connections. The videotaping equipment used to view the interior of the storm drain lines will also have the capabilities of recording the data and allowing the data to be mapped in the Town's Geographical Information System (GIS). The findings that come through the videotaping process will allow staff to budget for repairs or enhancements to the storm drain system. Only portions of the system will be addressed each year. The project is expected to be a 3-year effort; funding will be requested on an annual basis for the specific scope of work for each year.

Status as of June 30, 2021

The project was deferred due to Covid 19 pandemic and has been rescheduled to begin in FY 2022-23.

Schedule for FY 2021-22 and Thereafter

The Storm Water Drainage Assessment Project will need to be funded through the Capital Reserves on an annual basis. This project is anticipated to start FY 2022-23. Budget \$70,000/per year for 3 years starting FY 2022-23.

Impact on Operation

Future costs for repairs or enhancements will be evaluated as part of the assessment and will be budgeted in future operating or capital projects.

Closed Projects

No active projects are scheduled to close by June 30, 2021.

City Facilities & Long-Range Plans

Capital Improvement Plan

FY 2021-22 Budget

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Active Projects

Colma Museum Facility Repair & Painting (951)

Project Scope

The Historical Museum Facility is currently in need of painting. The work includes minor building repairs such as plaster touch up, dry rot repairs, and window and trim repairs or replacement.

Status as of June 30, 2021

This project is scheduled to begin in FY 2021-22 as part of the City Council adopted 2019-2024 Five-Year Capital Improvement Plan.

Schedule for FY 2021-22 and Thereafter

Will begin this project in FY 2021-22.

Impact on Operation

No additional annual maintenance costs are anticipated at this time, outside of normal day to day wear and tear on the facility.

Project Funding and Spending Plan

Colma Museum Facility Repair (951) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	0	75,000	0	0	0	0	0	0	75,000
Total Funding	0	75,000	0	0	0	0	0	0	75,000

Colma Museum Facility Repair (951) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Construction	0	75,000	0	0	0	0	0	0	75,000
Total Project Budget	0	75,000	0	0	0	0	0	0	75,000

Creekside Villas Repair and Painting (952)

Project Scope

The Creekside Villas Facility is currently in need of painting and minor trim repair. The work will include:

- minor exterior repairs.
- window and exterior wood trim repair and/or replacement.
- stair and deck resurfacing.
- exterior preparation and painting of main building & axillary structures.
- replacement of awnings.

Status as of June 30, 2021

Exterior painting was completed 2019. Other exterior repairs were deferred. Remaining \$40,000 in the budget is for various miscellaneous repairs to the facility.

Schedule for FY 2021-22 and Thereafter

Work is anticipated to be completed in the Fall of 2021.

Impact on Operation

Exterior painting is part of the ongoing preventative maintenance effort. Routine painting and resurfacing extend the life of the property and prevents more costly repairs. It also prevents an increase in operating maintenance cost.

Project Funding and Spending Plan

Creekside Villas Repair (952)		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Funding Plan		and Prior								
City Facility (83)		95,000	0	0	0	0	0	0	0	95,000
Total Funding		95,000	0	0	0	0	0	0	0	95,000

Creekside Villas Repair (952)		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Spending Plan		and Prior								
Construction		55,000	40,000	0	0	0	0	0	0	95,000
Total Project Budget		55,000	40,000	0	0	0	0	0	0	95,000

Facility Parking Lot Upgrades and Repairs (953)

Project Scope

Several of the Town owned facility parking lots are in need of reconstruction and/or resurfacing along with stripping and Americans with Disabilities Act (ADA) upgrades. This project will address long term parking lot maintenance and reconstruction needs at: Creekside Villas, the Colma Community Center and Historical Museum, the Colma Police Station and the Public Works Maintenance Corporation Yard. The work will vary from facility to facility ranging from reconstruction, (Mill and fill) to minor surface treatments, such as crack sealing and slurry coats. All facilities will be restriped. Installation of additional ADA stalls will be considered if feasible for the Colma Community Center parking lot.

Status as of June 30, 2021

This project was deferred due to the COVID-19 pandemic.

Schedule for FY 2021-22 and Thereafter

The Police Station and Creekside Villas parking lots are scheduled for FY 2021-22 at an estimated cost of \$99,025 and the Colma Community Center, Museum and Corporation Yard parking lots are scheduled for FY 2024-25 at an estimated cost of \$99,025.

Impact on Operation

No additional annual maintenance costs (Within the 5-year CIP Plan) are anticipated at this time.

Project Funding and Spending Plan

Facility Parking Lot Upgrades (953) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	0	99,025	0	0	99,025	0	0	0	198,050
Total Funding	0	99,025	0	0	99,025	0	0	0	198,050

Facility Parking Lot Upgrades (953) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Creekside & PD Station	0	99,025	0	0	0	0	0	0	99,025
Recreation, Museum, & Corp Yard	0	0	0	0	99,025	0	0	0	99,025
Total Project Budget	0	99,025	0	0	99,025	0	0	0	198,050

General Plan Update (991)

Closed by December 31, 2021.

Project Scope

Update General Plan to comply with State Law. The General Plan governs development within Town limits.

Status as of June 30, 2021

The Town applied and received a \$160,000 grant for the update of the General Plan. Currently, staff is working on an Existing Conditions report and drafting of the plan. Existing Condition report will be released in January/February 2020. Next step is the drafting of the General Plan, Environmental Impact Review (EIR), and the adoption of the full plan. Additional funding of \$249,350 was allocated in FY 2020-21 to complete this project. The \$160,000 grant will offset a portion of the increase.

Schedule for FY 2021-22 and Thereafter

The final draft of the General Plan is scheduled for public release in May 2021, the EIR will be released in late summer of 2021, and City Council adoption of the EIR and General Plan by the end of December 2021.

Impact on Operation

The General Plan guides the Town's residential and commercial developments. It also ensures compliance with State and Federal housing regulations.

Project Funding and Spending Plan

General Plan Update (991) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Capital Reserve (31)	3,085	0	0	0	0	0	0	0	3,085
Project Reallocation (31 & 32)	86,265	0	0	0	0	0	0	0	86,265
SB2 Grant (31)	160,000	0	0	0	0	0	0	0	160,000
General Fund (11)	403,650	0	0	0	0	0	0	0	403,650
Total Funding	653,000	0	0	0	0	0	0	0	653,000

General Plan Update (991) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Planning & Design	578,000	75,000	0	0	0	0	0	0	653,000
Total Project Budget	578,000	75,000	0	0	0	0	0	0	653,000

Housing Element Update (996)

Project Scope

Pursuant to state law, the Town of Colma is required to update its General Plan Housing Element on a predetermined schedule. The 6th Cycle Housing Element is required to be completed and certified by the state by January of 2023. Staff is working with 21 Elements consultants and other San Mateo County jurisdictions on tasks related to the preparation of the element, including a housing site inventory and feasibility study. The updated housing element will need to include a map and inventory of sites which will show where 202 units (determined through the RHNA process) can feasibly be built within the 8 year term of the Housing Element. In addition, the Housing Element will include policies and implementation items to remove barriers to the production of housing. Additional required activities may include site re-zonings, policy development, and zoning text amendments. An environmental document will be required to be prepared to satisfy CEQA requirements.

Status as of June 30, 2021

Preliminary work on the housing site inventory is currently underway. Regular coordination with 21 Elements consultants will continue.

Schedule for FY 2021-22 and Thereafter

In FY 2020-21, activities were focused on the housing element site inventory. In the FY 2021-22, the Housing Element document will be assembled and written. A majority of the work will occur between January 2022 and November 2022. Work is anticipated to conclude by June 30, 2023.

Impact on Operation

Completion and certification of the Housing Element will allow the Town to be in full compliance with state law. Failure to have a certified Housing Element may cause the Town to incur financial or legal penalties and may make the Town ineligible for certain grant and funding opportunities.

Project Funding and Spending Plan

Housing Element Update (996) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
LEAP Grant (31) - Reimb	65,000	0	0	0	0	0	0	0	65,000
REAP Grant (31) - Reimb	0	20,000	0	0	0	0	0	0	20,000
Capital Reserve (31)	15,000	0	0	0	0	0	0	0	15,000
Total Funding	80,000	20,000	0	0	0	0	0	0	100,000

Housing Element Update (996) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Planning & Design	20,000	40,000	40,000	0	0	0	0	0	100,000
Total Project Budget	20,000	40,000	40,000	0	0	0	0	0	100,000

Zoning Code Update (997)

Project Scope

Pursuant to state law, the Town of Colma is required to amend its zoning code and zoning map after the adoption of the General Plan, anticipated by the end of calendar year 2021. The General Plan and zoning must be consistent with one another. The Town of Colma zoning code has been added to over the years, and information is very hard to find, with land uses and development standards for each zone in two separate places. The code requires reformatting and updating to be more user friendly. In addition, in anticipation of the Municipal Code being converted to a searchable document by sections, the update will align with the goal of creating an easily searchable document. Sections will also be updated to comply with current state law. A minor environmental document will be required to be prepared to satisfy CEQA requirements.

Status as of June 30, 2021

This is a new project that was added in as part of the mid-year financial update and budget amendment for FY 2020-21.

Schedule for FY 2021-22 and Thereafter

This project is scheduled to begin in the first quarter of 2022 and end in the last quarter of 2022.

Impact on Operation

The Zoning Code Update will improve usability of zoning code by the public and developers. Staff will ensure that the zoning code complies with current legal requirements and that it is consistent with the General Plan.

Project Funding and Spending Plan

Zoning Code Update (997) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Capital Reserve (31)	100,000	0	0	0	0	0	0	0	100,000
Total Funding	100,000	0	0	0	0	0	0	0	100,000

Zoning Code Update (997) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Planning & Design	20,000	40,000	40,000	0	0	0	0	0	100,000
Total Project Budget	20,000	40,000	40,000	0	0	0	0	0	100,000

Future Projects

Projects Funding & Spending Schedule for FY 2022-23 through FY 2026-27

Future Project Funding							
Funding Plan	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	1,095,000	270,000	99,025	0	0	0	1,464,025
Total Funding	1,095,000	270,000	99,025	0	0	0	1,464,025

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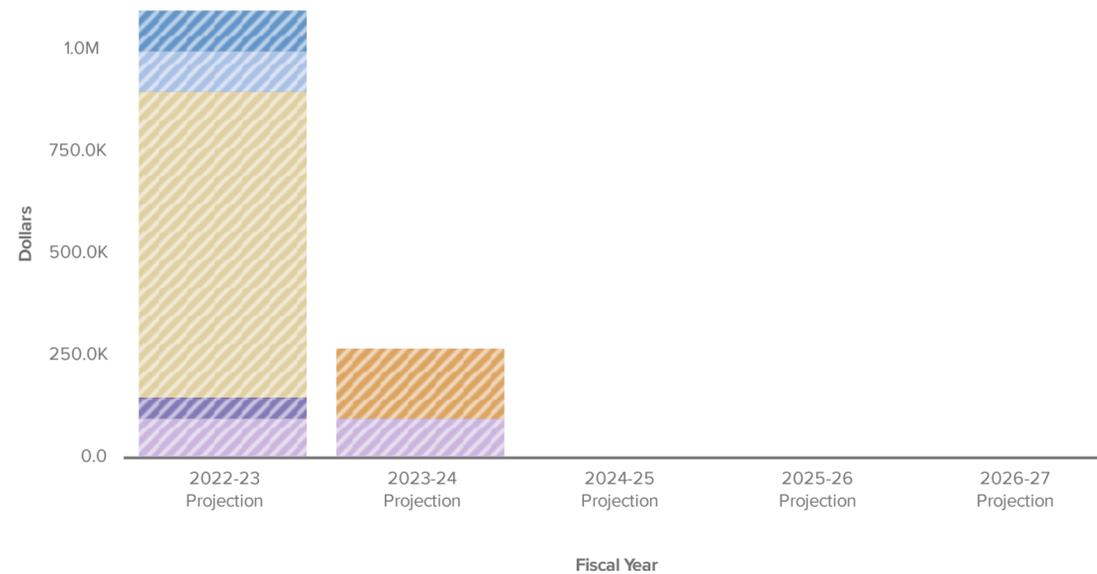
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CIP - Cate 3 - City Fac & Long Rng Pln* Expenses



Sort A to Z ▾

Visualization



There is no future unfunded portion estimated for either of the projects listed above.

Bark Park Upgrade (958)

Scheduled for FY 2022-23

Estimated Project Cost: \$95,000

Project Scope:

The Bark Park located on lower D Street provides dog owners a site where they can allow their pets to play, run and socialize with other dogs. Though the park caters to dogs, it is also a place where residents can meet while their pets play and be contained within a safe and confined area. Currently the Bark Park is an underutilized park space, due to the fact that much of the facility has grown old, and is need of repair and upgrades. The proposed project and upgrades include:

- Additional Picnic and seating spaces
- Resurface and expand grass area
- Install concrete curbing around lawn and decomposed granite walkways

- Provide play features for pets, including obstacle course and add additional pet amenities
- Add permanent shade structure over benches and picnic table area
- Add outdoor message board
- Replace fencing as needed

Status as of June 30, 2021:

This project was deferred due to the COVID-19 pandemic.

Schedule for FY 2021-22 and Thereafter

The project is scheduled to start in the fall of 2022 and is estimated to be completed by early 2023.

Impact on Operation

Annual repairs should decrease, operation and maintenance of the Bark Park facility will continue.

Colma Community Center Painting and Repair (960)

Schedule for FY 2022-23

Estimated Project Cost: \$100,000

Project Scope

The Colma Community Center Facility is currently in need of painting. The work will include minor trim and building repairs, re-staining of the back deck. The Project is projected to take place in FY 2022-23.

Status as of June 30, 2021

New Project.

Schedule for FY 2021-22 and Thereafter

The project is scheduled to start and be completed in the Summer of 2022.

Impact on Operation

The improvement will not change the current annual maintenance cost.

Corporation Yard Car Wash Upgrade (954)

Scheduled for FY 2023-24

Estimated Project Cost: \$170,000

Project Scope

Under the Town of Colma's Municipal Regional Permit (a State permit to discharge Storm Water), it is required that municipalities provide washdown facilities for various pieces of equipment. Currently, the Public Works department follows the State Stormwater mandates but the effort to stay in compliance is a tedious and time-consuming effort. A washdown station will be constructed on site in the Corporation yard, the drive in wash area would have a roof over the washdown area and floor drains that are

connected to a clarifier (prevents oil and grease to flow into the sanitary system), allowing the gray water from the washdown area to enter the sanitary sewer system.

Status as of June 30, 2021

This Project is scheduled to begin in FY 2023-24.

Schedule for FY 2021-22 and Thereafter

This Project is scheduled to begin in FY 2023-24 with a budget \$170k.

Impact on Operation

This project will decrease Maintenance workers time in the washdown of equipment and cleanup.

HVAC System Replacement at Police Station (943)

Schedule for FY 2022-23

Estimated Project Cost: \$750,000

Project Scope

The HVAC system at the Colma Police Station is showing signs of failure due to exposure from the weather, quality of the equipment and everyday normal use, (because the Department is open 24 hours, some of the units are used continuously). The other issue that will face the Department is the current HVAC system uses R-22 refrigerant. Production of R-22 refrigerant will not be manufactured after 2020 due to its harmful effects to the environment. After 2020 the only R-22 that will be available will be from recycled stock, as the stock becomes depleted the cost of R-22 will increase to the point where it is cost prohibited to service the current HVAC equipment.

This project is slated to be in the CIP long range plans, consideration for replacing the HVAC equipment is estimated to be 5 years out (approximately 2024), funding for replacement will be pursued through State and Local grant programs that assist in energy equipment upgrades.

Status as of June 30, 2021

None.

Schedule for FY 2021-22 and Thereafter

Depending on the condition of the HVAC system and the Town's HVAC maintenance contractor's assessment, the project is temporarily scheduled for improvement and rehabilitation in FY 2022-23. The project cost is estimated to be \$750,000 to \$900,000.

Impact on Operation

Costs for both Maintenance and operation should decrease due to the efficiencies of a new system and annual maintenance should be limited to general maintenance and not having to make needed repairs.

Recreation Operation and Facility Master Plan (995)

Schedule for FY 2022-23

Estimated Project Cost: \$50,000

Project Scope

The Recreation Department has grown over the last several years. The department has added additional community events, in-house programs and contract programs. The department plans to continue to grow in all areas of service; more specifically in teen and senior programming. The department seeks to develop solutions to facilities' needs that will better serve our current and future residents. The department is requesting that the facility master plan study provides:

- Options for areas of possible future expansion.
- Help to identify a designated space for teens (Teen Center).
- Clarify design information to make a more informed decision on future facility additions or remodels.
- Evaluation of present facility conditions and future requirements to identify needs.
- Feasibility study and program plan to identify all viable options and their costs.

Status as of June 30, 2021

This Project was deferred due to the Covid 19 pandemic.

Schedule for FY 2021-22 and Thereafter

To be determined

Impact on Operation

To be determined

Townwide Branding (959)

Schedule for FY 2022-23

Estimated Project Cost: \$200,000

Project Scope

The 2012 Economic Development Plan identified several strategies within the framework of the study. One of the strategies was to create Branding and Promotional Materials emphasizing Colma's commercial activities. Phase 1 of this project will be to prepare an RFP and hire a firm to develop a community branding campaign. The process will involve local outreach, surveys, interviews with business leaders, and other research, and utilizing this information to establish creative options for the community's brand. Phase 2 will be to launch an expanded image and branding campaign highlighting Colma's brand through logo, marketing brochures, letterhead, street light banners, promotional campaigns, advertisements and tag lines. Staff will look to partner with local businesses and shopping centers for funding opportunities.

Status as of June 30, 2021

This Project was deferred due to the Covid 19 pandemic.

Schedule for FY 2021-22 and Thereafter

This Project is scheduled to begin in 2022-23.

Impact on Operation

There may additional annual costs to maintain the branding campaign which may include updated street light banners and marketing materials.

Closed Projects

Climate Action Plan (994)

Project Scope

The Climate Action Plan (CAP) guides the Town's actions for greenhouse gas (GHG) reduction targets established under State Law (Assembly Bill 32, signed into law in 2006). Colma has completed an updated Community-wide Greenhouse Gas Inventory Report which confirmed that the Town should meet reduction targets.

The Town completed its first 2013 Community Greenhouse Gas (GHG) Inventory Report that detailed GHG reductions of 18.2% from the 2005 baseline to 2013. This significant reduction takes the Town close to its goal, which is 20% by 2020. Due to changes in the California Public Utilities Commission reporting rules, it has been more difficult to obtain energy use data after 2013.

The updating of the CAP is not only critical in meeting the Town's mandated 2020 goals, but it is also critical in the updating of the Town's General Plan. In addition, Senate Bill 32 was signed by the Governor in 2016 that requires a higher GHG reduction target reduction of 40% below 1990 levels by 2030. In order to meet this target, it is necessary to update the CAP to meet this more aggressive reduction target since current CAP programs will likely not bring about the target reductions.

Status as of June 30, 2021

On October 28, 2020, the City Council accepted the Climate Action Plan 2030 Update.

Schedule for FY 2021-22 and Thereafter

None.

Impact on Operation

This is a planning document that provide guidelines to the Town reducing energy consumption, along with greenhouse gas emission. The implementation of the CAP program will be integrated into the Town's operations.

Project Funding by Fiscal Year

for Climate Action Plan (994)		
	Funding	Purpose
FY 2018-19		
General Fund	35,000	
Total Project Budget	35,000	

Project Spending by Fiscal Year



Major Equipment, Technology & Fleet

Capital Improvement Plan

FY 2021-22 Budget

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Active Projects

Equipment Purchase and Replacement (984)

Project Scope

This Capital Improvement Project covers the purchase of major equipment Town-wide.

- **In the FY 2019-20**, the Police Department updated the dispatch center radio and equipment. The Police base station radio and dispatch console equipment was nearing its useful life. The dispatch center was upgraded to digital in preparation for future radio updates. The radio itself will remain an analog system to be consistent with other Police Departments in San Mateo County and to communicate with Town Officers. The minimum life expectancy is 10 years. The project funding of \$250,000 is required in FY 2019-20. This purchase was completed in FY 2020-21.
- **For FY 2021-22**, the Town will be purchasing body worn cameras and replacing the police in-car cameras. The purchase will include new tasers, automatic license plate reader (ALPR) units, and new computers for the police cars to support the new in-car camera systems. Projected cost is \$191,000.
- **Future Project**, encryption of the dispatch center, portable radio, and vehicle radio transmission. On October 12, 2020, the California Department of Justice issued a bulletin requiring all law enforcement and criminal justice agencies to limit access of certain Criminal Justice Information (CJI) and Personally Identifiable Information (PII) to authorized personnel and to encrypt the transmission of such information. The process and cost of encrypting radio transmission is unknown at this time. The Town has until 2024 to encrypt its radio transmissions. In the meantime, the Town will use a temporary work around provided by the County Chief's Association.

Status as of June 30, 2021

The Town purchased and updated the dispatch center radio and equipment in FY 2019-20 and the project was completed in FY 2020-21.

Schedule for FY 2021-22 and Thereafter

This is an ongoing CIP program. The Body Worn Camera Project is projected to start in FY 2021-22 and be completed in FY 2022-23.

Impact on Operation

The goal of this ongoing program is to keep operating maintenance costs low. The annual maintenance costs total \$75,000 for body worn cameras, ALPR, and in-car cameras.

Project Funding and Spending Plan

Equipment Purchase and Repl (984)		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Funding Plan		and Prior								
General Fund (11)	PD Radio	250,000	0	0	0	0	0	0	0	250,000
General Fund (11)	PD Cameras	0	201,000	0	0	0	0	0	0	201,000
Total Funding		250,000	201,000	0	0	0	0	0	0	451,000

Equipment Purchase and Repl (984)		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Spending Plan		and Prior								
	PD Radio Update	217,661	0	0	0	0	0	0	0	217,661
	PD Camera (In-Car & Body Worn)	0	201,000	0	0	0	0	0	0	201,000
Total Project Budget		217,661	201,000	0	0	0	0	0	0	418,661

Financial Software Replacement (965)

Project Scope

The Town of Colma currently uses Eden Software provided by Tyler Technologies to record, manage and track all of the City's revenues, expenditures and financial transactions. The Eden Software product is being phased out by the vendor. It will need to be replaced with another Financial Software System prior to the end of life of the Eden Software product.

The proposed project will include the use of an Enterprise Resource Planning (ERP) Consultant (\$50,000) to assist with software needs assessment, preparation of the Request for Proposal (RFP) for the software system, conducting the RFP process and the software evaluation process. The balance of the project budget will cover the cost of the new ERP Financial System Software (\$500,000).

Features to be requested from the software vendors include the full range of City Financial System capabilities including General Ledger (GL), Accounts Receivable, Accounts Payable, Budget, Payroll, Purchasing, Accounting and Cash Management. Optional features may include Point of Sale, Cash Receipts and Business License Tax management. As part of the RFP and selection process, software vendors will be asked to provide a response to the RFP that offers both an on-site server-based system and a hosted/cloud-based system.

During the software implementation phase of the project, training will be provided to Town Staff on the operation of the software. Additional training will be provided during the first year at key milestones including fiscal year close, year end close, 1099 production, budget preparation and budget roll over to GL to ensure the success of the implementation of the new ERP Financial Software System.

Status as of June 30, 2021

This project was deferred due to the COVID-19 pandemic.

Schedule for FY 2021-22 and Thereafter

The Town will begin a needs assessment in the Summer of 2022. Key project milestones will include; 1. Software System Needs Assessment and RFP Development, 2. Issue RFP to Software Vendors, 3. Respond to Questions from Vendors, 4. Feature Demonstrations From Most Qualified Vendors, 5. Award of Contract by City Council, 6. Installation of Software, 7. Running New Software In Parallel With Existing Eden Software System, 8. Training Staff on Use of New Software, 9. Follow Up Training, Consulting and Software Modifications to Implement New Software System.

Impact on Operation

During the software implementation, the workload will increase for the Finance Department. The Department may consider the use of an intern to assist in the process. Once the system is in, there may be cost-saving measures available.

Project Funding and Spending Plan

Financial Software Rplc (965) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	0	100,000	430,000	20,000	0	0	0	0	550,000
Total Funding	0	100,000	430,000	20,000	0	0	0	0	550,000

Financial Software Rplc (965) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Consult/Contr Svc	0	15,000	15,000	15,000	5,000	0	0	0	50,000
Software & Network	0	85,000	415,000	0	0	0	0	0	500,000
Total Project Budget	0	100,000	430,000	15,000	5,000	0	0	0	550,000

IT Infrastructure Upgrades (986)

Project Scope

The ongoing maintenance of computers, as well as the Town's backbone network, requires periodic upgrades to ensure that operations continue. The project includes:

- Replacement of desktop computers and other equipment.
- Technology needs in the Town Hall facility and other Town-owned facilities.
- Update software.
- Update and upgrade to servers, switches and routers.
- New switch to interconnect the Police Department and Town Hall sites.

Status as of June 30, 2021

This Project is ongoing.

Schedule for FY 2021-22 and Thereafter

IT and Infrastructure upgrades is an ongoing capital investment.

Impact on Operation

This ongoing program provides timely replacement of essential technology hardware to ensure minimal impact on Town daily operation.

Project Funding and Spending Plan

IT Infrastructure Upgrades (986) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	350,000
Total Funding	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	350,000

IT Infrastructure Upgrades (986) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Software & Network	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	350,000
Total Project Budget	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	350,000

Vehicle Replacement (987)

Project Scope

This Capital Improvement Project covers the purchase of vehicles and major fleet items Town-wide. In the FY 2021-22, the Police Department will replace the patrol supervisor vehicle (Flex Fuel Tahoe, \$64k), a patrol (Hybrid Explorer, \$60k) and one detective vehicle (Honda, \$40k). The cost of these three vehicles is estimated at \$164,000, including outfitting with public safety equipment.

The Town plans to replace the Public Works Maintenance Truck in FY 2022-23 and roughly two police vehicles a year. A full assessment of the fleet replacement schedule will be completed in FY 2021-22.

Status as of June 30, 2021

The Vehicle Replacement Project was deferred in FY 2020-21 due to the Covid 19 pandemic. The \$20,000 budget below is the carryover budget to equip the Public Works vehicle purchased near the end of FY 2019-20.

Schedule for FY 2021-22 and Thereafter

This is an ongoing CIP project.

Impact on Operation

The goal of this ongoing program is to keep operating maintenance costs low.

Project Funding and Spending Plan

Vehicle Replacement (987) Funding Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Fleet Replcmnt (61)	20,000	164,000	190,000	130,000	130,000	130,000	130,000	0	894,000
Total Funding	20,000	164,000	190,000	130,000	130,000	130,000	130,000	0	894,000

Vehicle Replacement (987) Spending Plan	2020/21 and Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
Police Patrol (7)	0	124,000	130,000	130,000	130,000	130,000	130,000	0	774,000
Police Non-Patrol (8)	0	40,000	0	0	0	0	0	0	40,000
Public Works (3 + heavy equipment)	19,973	0	60,000	0	0	0	0	0	79,973
Town Hall & Recreation (2)	0	0	0	0	0	0	0	0	0
Total Project Budget	19,973	164,000	190,000	130,000	130,000	130,000	130,000	0	893,973

Future Projects

Projects Funding & Spending Schedule for FY 2022-23 through FY 2026-27

Future Project Funding							
Funding Plan	2022/23	2023/24	2024/25	2025/26	2026/27	Unfunded	Total
General Fund (11)	0	50,000	0	0	0	0	50,000
Total Funding	0	50,000	0	0	0	0	50,000

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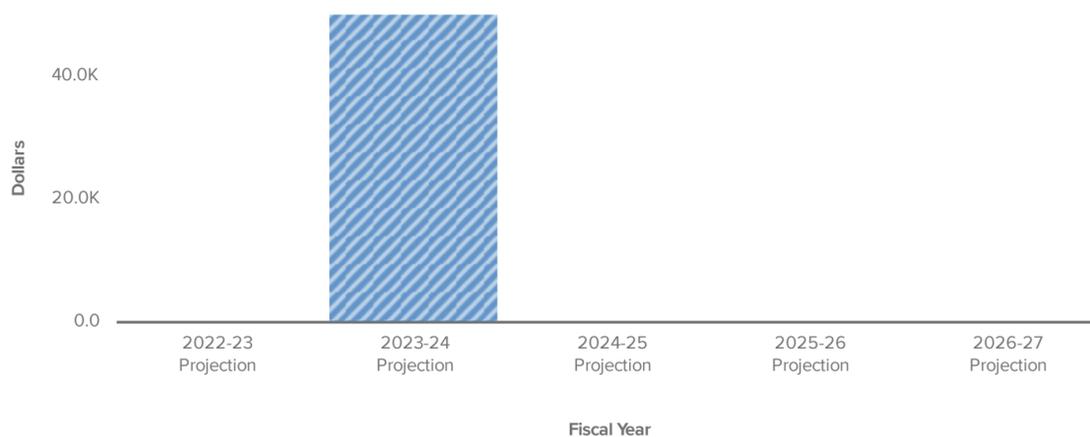
Police Parking Permit Software (981) Expenses



Sort Large to Small ▾

● Police Parking Permit Softw...

Visualization



There is no future unfunded portion estimated for either of the projects listed above.

Parking Permit Software (981)

Project Scope:

This project will include the hiring of a consultant and deployment of a software solution that will manage the Town's parking permit program. Features will include:

- Parking permit database management system.
- Parking permit record keeping.
- Online user capabilities.
- Online distribution of guest parking permits.
- Mobile parking enforcement solutions.

Status as of June 30, 2021:

This Project was deferred due to the Covid 19 pandemic.

Schedule for FY 2021-22 and Thereafter

To be determined.

Impact on Operation

The project will reduce labor hours in maintaining and issuing parking permits and will add an annual licensing cost to the Police Department budget.

Closed Projects

No active projects scheduled to close by June 30, 2021.

Financial Summaries & Forecast

FY 2021-22 Budget

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This section of the Budget provides additional analysis based on historical trends and a projection of future revenues and expenditures. Included are schedules showing five years of actual revenues and expenditures data for all funds. The General Fund comprises the most significant component of the Town's financial base. A five-year General Fund projection was prepared. The projection is a high-level forecast that can be used as a financial planning tool.

Historical Revenue and Expenditures (All Funds)

The expenditures (expenses) shown below consists of only operating expenditures, including debt service. Overall, the Town has successfully maintained its operating expenditures, plus debt service, below the annual revenues. Even in the midst of the Covid-19 pandemic, the Town managed to come below the operating budget of \$16.3 million by \$570,000, projecting to end the year at \$15.7 million. In addition to not filling key vacant positions and deferring spending during the year, the Town also received \$2.0 million more in revenues than expected because of the Wayfair decision as discussed in the [Budget Overview](#) section.

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Broken down by

Types ▾ Funds ... ▾ Departments ...

Data

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget
▶ Revenues	18,378,267	19,127,607	22,190,350	17,059,299	14,606,059	16,632,136	18,951,385
▶ Expenses	13,792,137	15,135,730	15,943,621	16,890,226	16,297,975	15,727,857	19,797,793
Revenues Less Expenses	4,586,130	3,991,876	6,246,729	169,073	-1,691,915	904,278	-846,409

General Fund Revenue & Expenditure Trend (including transfers)

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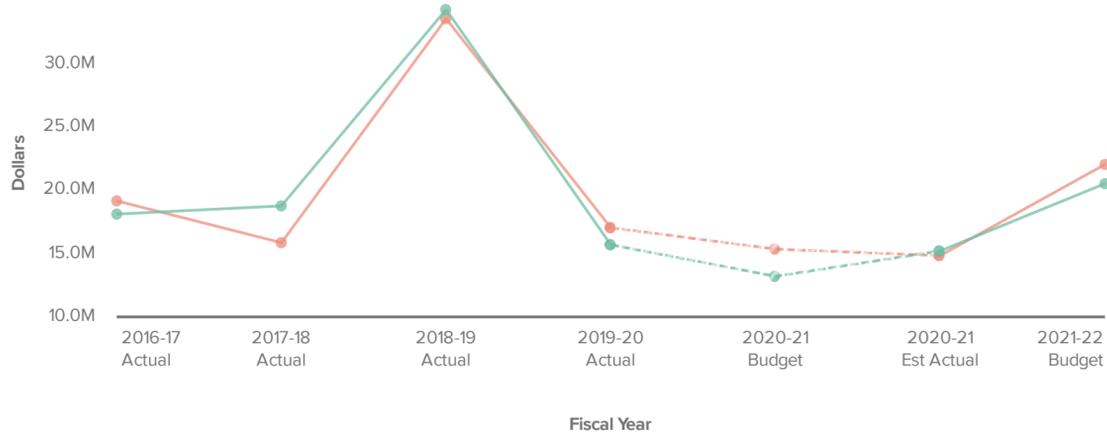
Types **General Fund**



Sort Large to Small ▾

- Expenses
- Revenues

Visualization



General Fund Forecast and Assumptions

To understand the potential financial challenges to the Town in the next five years, this section of the budget will focus on the General Fund. General Fund represents 85 percent of total Town operations and subsidizes the Sewer Funds and Capital Improvement Funds. Additionally, this section is organized to show the financial impact of status quo and potential solutions. These solutions will require further analysis and City Council authorization.

General Fund Expenditure Forecast

- **Salaries, wages & benefits** is the largest expenditure category for the General Fund. This expenditure category includes contributions to address future unfunded liabilities as they are related to OPEB, pension, and accrued leave payout at separation (retirement and voluntary separation). The five-year projection builds in a 3% escalation for salaries and wages and 5% escalation for other benefits. The 3% escalation for salaries and wages does not include COLA adjustment but rather reflects step increase resulted from positive performance evaluation.
- **Professional & Contractual Service** and **Supplies & Services** categories are the next largest categories in the General Fund. The projection applies a 3% or 5% escalation depending on the nature of the services.

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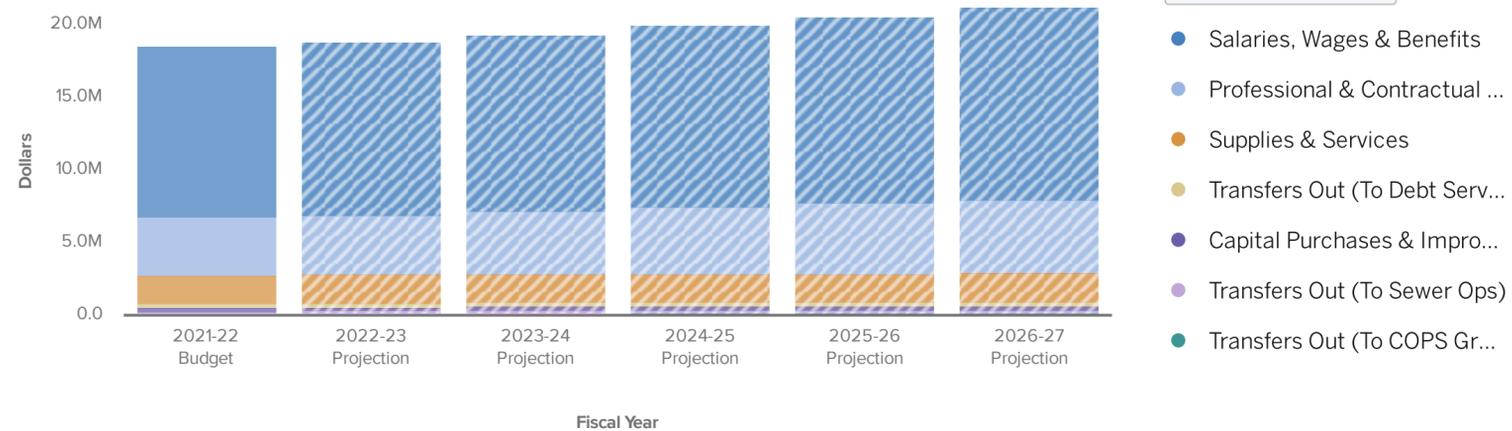
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Types* General Fund



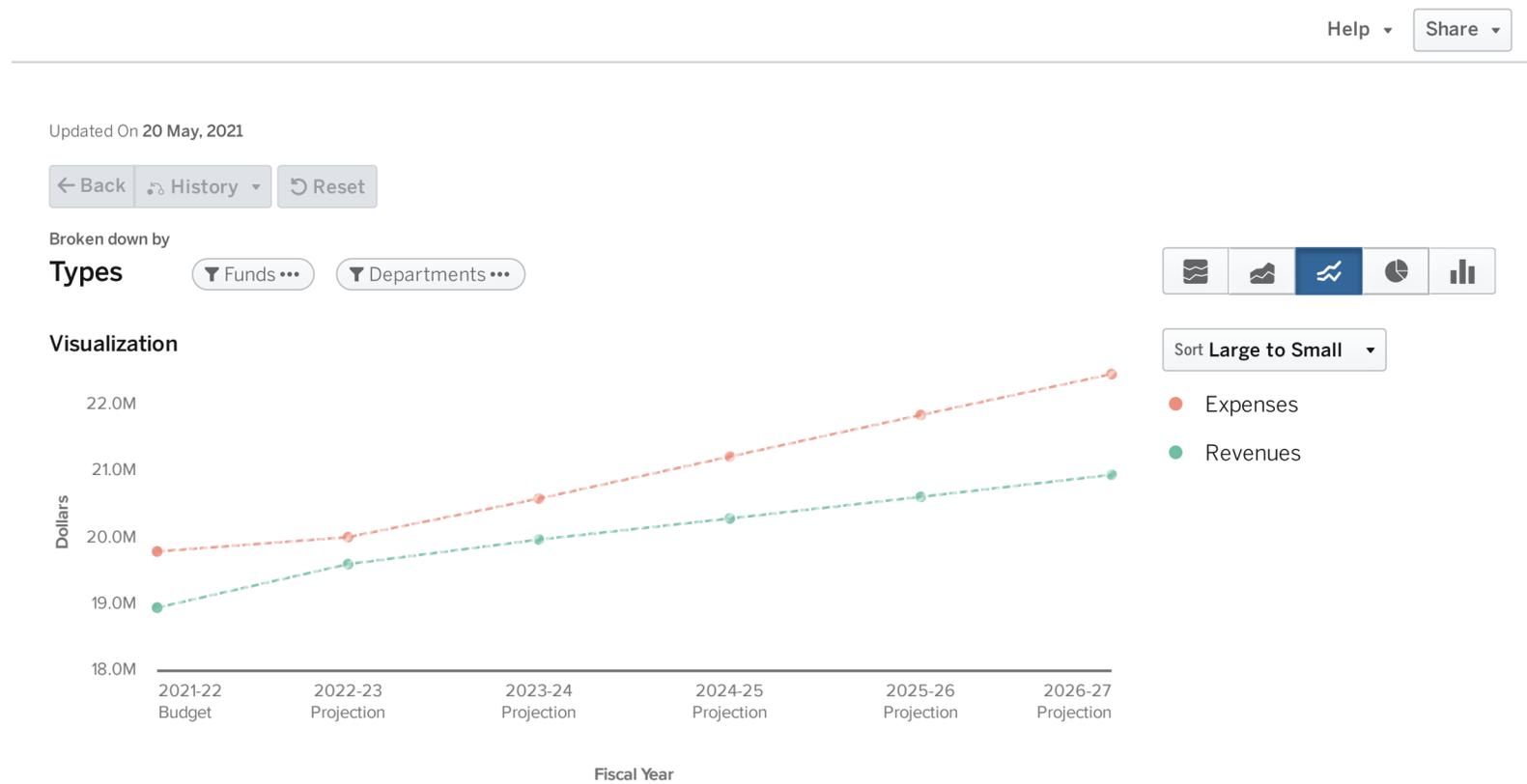
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Visualization



General Fund Revenue & Expenditure Forecast (including operating transfers)

Adding revenues to the discussion, the projection below shows the gap between the expenditure and revenue lines widen over time. Note, this is assuming no changes to revenue streams or operating structure.



Potential Options to Mitigate Insolvency

The Town has been vigilant in the last few years in preparing for the next economic downturn. Changes made include funding of OPEB and pension trust above the pay-as-you-go level, setting aside funds for capital improvements to avoid rising construction costs from deferred maintenance and improvements, working closely with local businesses to promote economic development, completing a user fee study which raised permit fees, and successfully passed a voter-approved Transient Occupancy Tax (TOT). Contributions to the 115 Trust funds and capital improvement funds can be used as part of the budget stabilization strategy to free up General Fund revenues for other essential Town services and operations. The new permit fees are accounted for in the projections, above. The TOT was established in preparation for when a hotel/motel is developed in Town.

Additionally, the 2020-22 Strategic Plan (adopted prior to the start of the Covid-19 pandemic) includes a plan to diversify revenue sources and promote economic development. The FY 2021-22 Budget included appropriation to engage consultants in these matters.

COST CONTAINMENT AND REDUCTION

In addition to revenue measures, cost containment and reduction measures are considered. Below is a list of potential cost reduction measures:

- **Salary & Wages.** The Town is currently at the final year of the 3 year labor contract, which included a "reopener" clause in the event the Town faces a operating deficit in FY 2021-22. The FY 2021-22 budget shows a Town-wide operating deficit and assumes the last two COLA adjustment are not implemented. However, it is still very challenging to attract and retain qualified employees in the greater Bay Area/Silicon Valley. The Town will need to balance pay increases to attract and retain

qualified individuals and the related operating cost. A potential solution is restructuring the organizational chart.

- **Pension & OPEB.** The Town may decide to “pay as you go” for both Pension and OPEB. However, this measure will handicap the Town in meeting its future unfunded liabilities.
- **Supplies and Contractual Services.** Colma contracts out permit processing services, facilities and landscape maintenance, and insurance. For the most part, there is a minimal contingency budget in this category. The Town may reduce the annual budget to be \$100,000 less than the projection but it may impact processing time and facility maintenance and minor repairs may be deferred.
- **Capital Improvement Fund Contribution.** The Town may limit the maximum General Fund transfer of \$500,000 per year to Capital Improvement Fund (31) through FY 2026-27 and zero transfers thereafter.
- **Parking Enforcement Program.** Once the Grant Reserve fund is depleted, projected for FY 2022-23, the Town’s parking enforcement program may need to be altered to avoid General Fund Subsidy.
- **Sewer Operation and Capital Funds.** The above projections assume a General Fund subsidy of \$150,000 to \$200,000 per year to subsidize the sewer operation, plus capital improvements. To eliminate the General Fund subsidy, the Sewer Funds can be fully self-funded and an increase in sewer fees will be required. The fees will have to be established as part of a Sewer Fee Study and complete the Proposition 218 process.
- **Vehicle Purchase (Capital Outlay).** The FY 2021-22 Budget includes an annual Departmental Budget transfer of \$250,000 to the Fleet Replacement Fund (61) to meet vehicle the replacement schedule. In future years, we may have to delay vehicle replacement and reduce the annual contribution.
- **Budget Stabilization Reserve.** To keep Unassigned General Fund in the black, Budget Stabilization may need to remain at \$12.0 million, despite the Town’s reserve policy to set aside 100 percent of the prior year’s operating budget as Budget Stabilization.

Next Step

Closely monitoring revenues and expenditures and completing the revenue initiative and economic development projects in the 2020-2022 Strategic Plan will be an important part of the strategy to bridge the revenue and expenditure gap.

Other measures to consider include making supplemental contributions to CalPERS directly during the next economic downturn to reduce the overall pension liability, looking at the benefit of leasing the Town fleet, rather than purchase, negotiating shared medical premium cost with employees, considering new revenue measures, increasing rental income, changing the Town’s investment portfolio, and investing in the Town’s business community and business corridors to enhance or prolong economic viability within Town.

Financial Summaries

The tables and charts below include financial summaries for all Town funds by Fund Categories: General Funds, Special Revenues and Debt Service Funds, Capital Improvement Funds, Internal Service Fund, and Enterprise Funds.

General Funds (11, 12, 19)

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Broken down by

Types

General Fund ▼ Departments ⋮

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget	2022-23 Projection	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection
▶ Revenues	\$ 18,745,552	\$ 18,394,614	\$ 15,638,109	\$ 13,208,374	\$ 15,216,314	\$ 17,531,264	\$ 17,985,171	\$ 18,325,272	\$ 18,612,883	\$ 18,908,043	\$ 19,208,187
▶ Transfers In	29,499	15,900,000	65,000	0	0	3,000,000	0	0	0	0	0
▶ Expenses	14,682,852	14,336,497	15,275,872	14,657,726	14,120,599	17,982,721	18,160,109	18,701,028	19,292,792	19,876,712	20,449,730
▶ Transfers Out	1,183,819	19,232,053	1,776,084	698,670	723,381	4,067,781	2,949,601	1,426,358	1,533,581	709,285	720,274
Revenues Less Expenses	\$ 2,908,380	\$ 726,063	\$ -1,348,847	\$ -2,148,022	\$ 372,334	\$ -1,519,238	\$ -3,124,540	\$ -1,802,114	\$ -2,213,490	\$ -1,677,954	\$ -1,961,817

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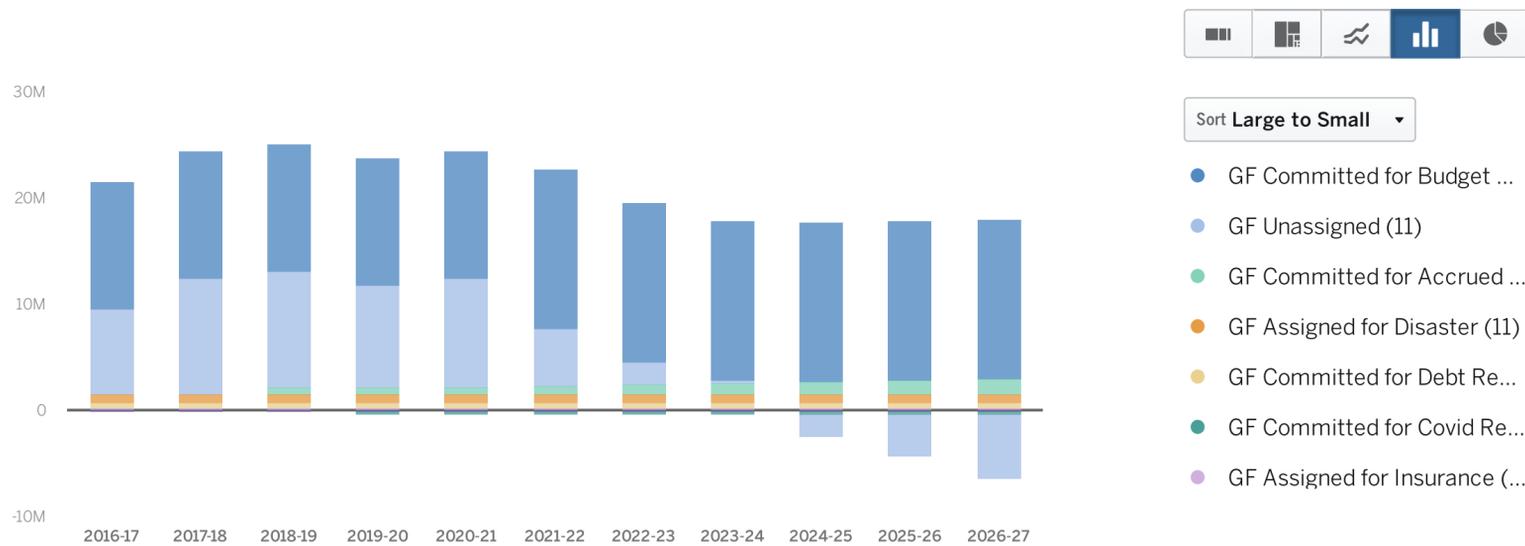
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Reserves

General Fund ×

Visualization



Special Revenue and Debt Funds

Funds include Gas Tax (21), Measure A (22), Transportation Grant (23), Park in-Lieu (24), Housing Impact (25), Measure W (26), Police Grants (27), Citizens' Option for Public Safety (29), and Certificate of Participation – Debt (43).

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Broken down by

Types Funds ... Departments ...

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget	2022-23 Projection	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection
▸ Revenues	\$ 382,055	\$ 361,270	\$ 373,111	\$ 318,995	\$ 334,118	\$ 290,652	\$ 284,050	\$ 284,050	\$ 284,050	\$ 284,050	\$ 284,050
▸ Transfers In	297,361	692,290	295,830	297,369	297,369	297,569	371,018	393,278	399,974	406,892	414,060
▸ Expenses	452,879	512,808	507,220	520,241	494,637	517,697	523,871	530,314	536,980	543,904	551,072
▸ Transfers Out	194	193,500	0	407,000	0	150,000	127,000	127,000	127,000	0	0
Revenues Less Expenses	\$ 226,343	\$ 347,252	\$ 161,721	\$ -310,877	\$ 136,850	\$ -79,476	\$ 4,197	\$ 20,014	\$ 20,044	\$ 147,038	\$ 147,038

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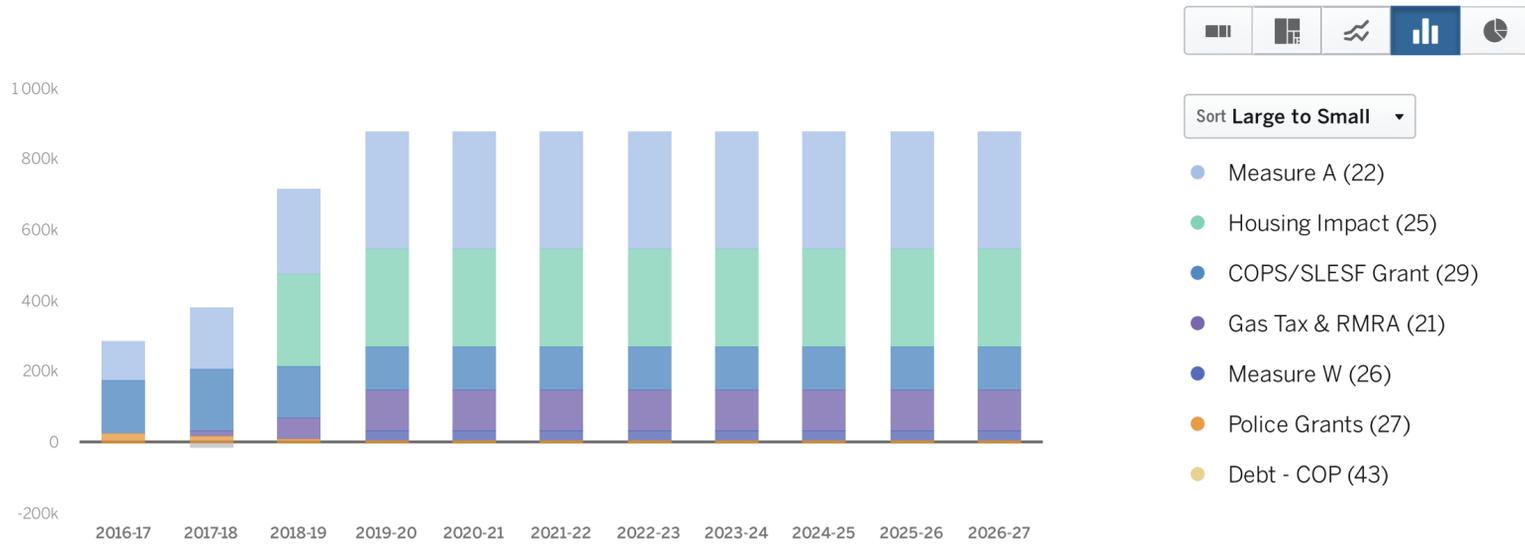
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Reserves = Special Revenues & Debt x

Visualization



Capital Improvement Funds

Funds include Capital Improvement Fund (31), Street Capital Fund (32). Fund 31 also reserves as the general Capital Reserve fund. Capital program in Vehicle Replacement Fund (61), Sewer Capital Fund (82) and City Property Fund (83) funds are not included in the tables and charts below.

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Broken down by

Types Enterprise Funds

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget	2022-23 Projection	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection
▶ Revenues	\$ 0	\$ 3,434,467	\$ 1,048,080	\$ 1,078,690	\$ 1,081,704	\$ 1,129,468	\$ 1,338,030	\$ 1,367,843	\$ 1,397,829	\$ 1,428,715	\$ 1,460,528
▶ Transfers In	0	185,480	98,253	151,301	127,985	238,187	241,583	245,080	248,682	252,393	256,214
▶ Expenses	0	1,159,801	1,163,428	1,160,007	1,112,621	1,337,375	1,329,769	1,363,126	1,397,474	1,432,843	1,469,264
▶ Transfers Out	0	-65,485	-56,294	0	0	0	0	0	0	0	0
Revenues Less Expenses	\$ 0	\$ 2,525,631	\$ 39,199	\$ 69,984	\$ 97,067	\$ 30,280	\$ 249,844	\$ 249,797	\$ 249,037	\$ 248,265	\$ 247,478

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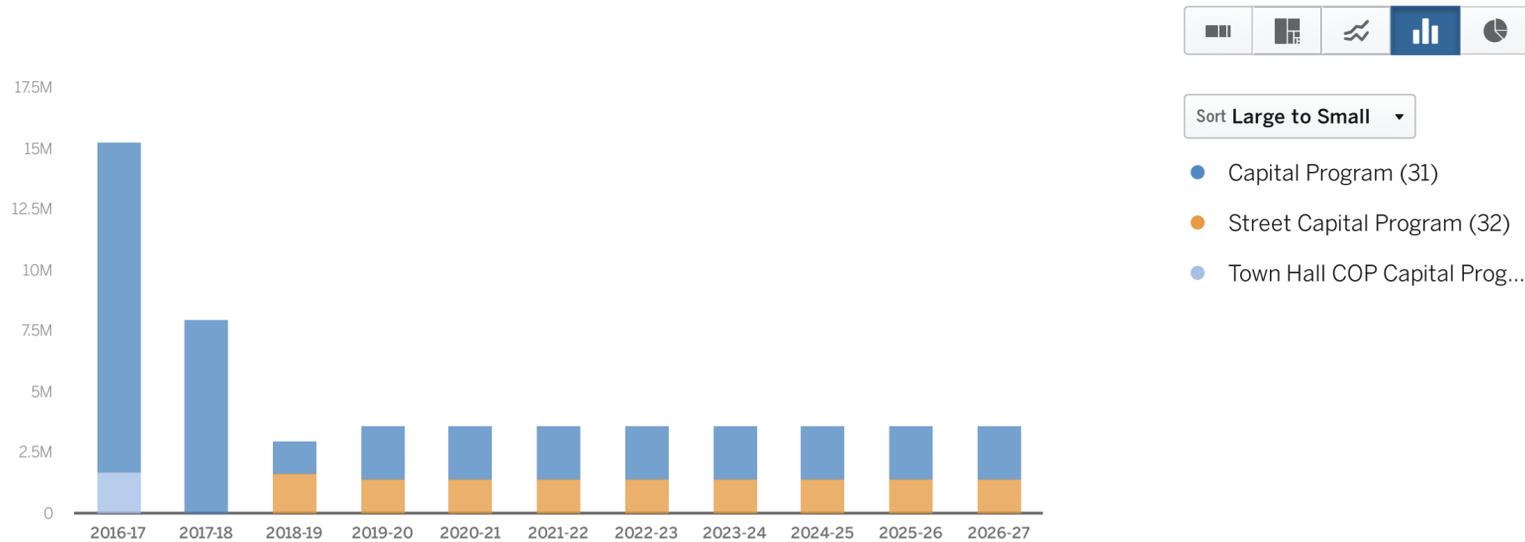
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Reserves Capital Improvement

Visualization



Internal Service Fund

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Updated On 20 May, 2021

← Back History ▾ Reset

Broken down by

Types 61 - Fleet Replacement ISF

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget	2022-23 Projection	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection
▸ Revenues	\$ 11,318	\$ 96,472	\$ 291,336	\$ 0	\$ 6,154	\$ 256,500	\$ 256,500	\$ 256,500	\$ 256,500	\$ 256,500	\$ 256,500
▸ Expenses	112,587	113,433	171,578	20,000	19,973	164,000	190,000	130,000	130,000	130,000	130,000
Revenues Less Expenses	\$ -101,269	\$ -16,961	\$ 119,758	\$ -20,000	\$ -13,819	\$ 92,500	\$ 66,500	\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500

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Updated On 19 May, 2021

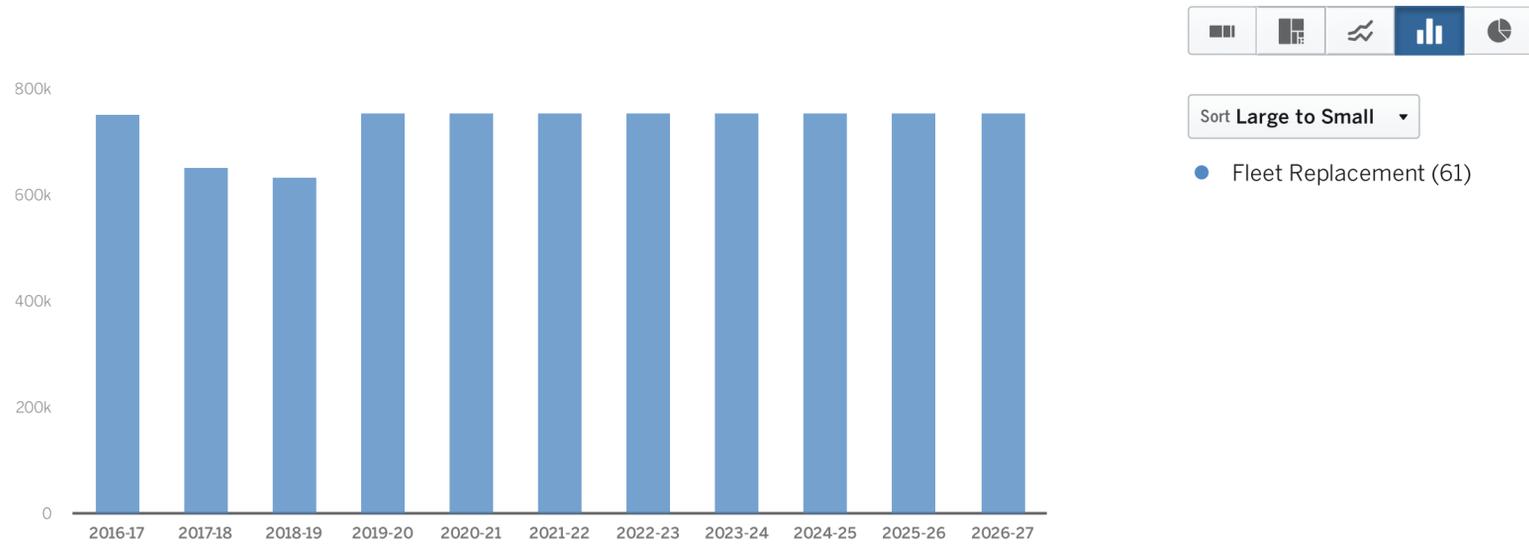
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← Back Reset

Broken down by

Reserves = Internal Service ×

▾ Visualization



Enterprise Funds

Funds include Sewer Operation (81) and Capital (82) and City Property (83).

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Updated On 20 May, 2021

← Back ↻ History ↺ Reset

Broken down by

Types ▼ Enterprise Funds

Data

Expand All	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Est Actual	2021-22 Budget	2022-23 Projection	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection
▶ Revenues	\$ 0	\$ 3,434,467	\$ 1,048,080	\$ 1,078,690	\$ 1,081,704	\$ 1,129,468	\$ 1,338,030	\$ 1,367,843	\$ 1,397,829	\$ 1,428,715	\$ 1,460,528
▶ Transfers In	0	185,480	98,253	151,301	127,985	238,187	241,583	245,080	248,682	252,393	256,214
▶ Expenses	0	1,159,801	1,163,428	1,160,007	1,112,621	1,337,375	1,329,769	1,363,126	1,397,474	1,432,843	1,469,264
▶ Transfers Out	0	-65,485	-56,294	0	0	0	0	0	0	0	0
Revenues Less Expenses	\$ 0	\$ 2,525,631	\$ 39,199	\$ 69,984	\$ 97,067	\$ 30,280	\$ 249,844	\$ 249,797	\$ 249,037	\$ 248,265	\$ 247,478

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Updated On 19 May, 2021

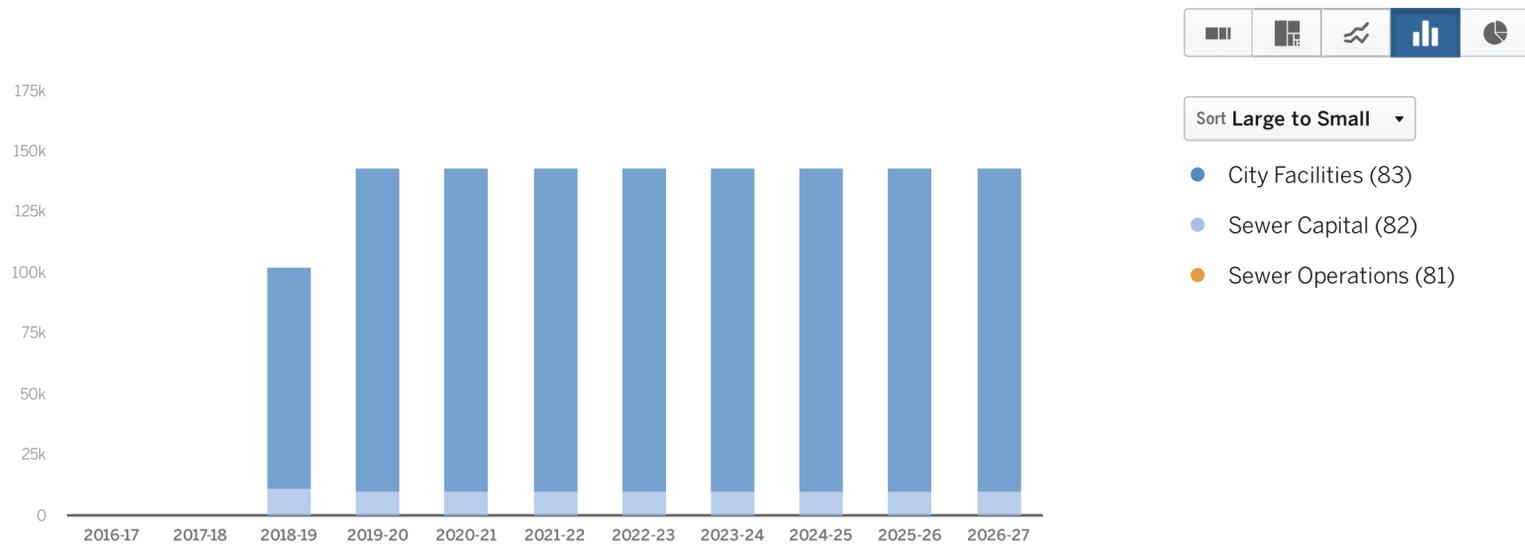
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Broken down by

Reserves = Enterprise ×

Visualization



Appendix

FY 2021-22 Budget

[← Previous](#)

[\(Table of Contents \)](#)

[Town Website →](#)

Appropriation Limit

Will be updated after June 23, 2021



Staffing List

The data is available beneath the bar charts. Use the scroll bar to the right to move to the table.

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Updated On 27 Apr, 2021

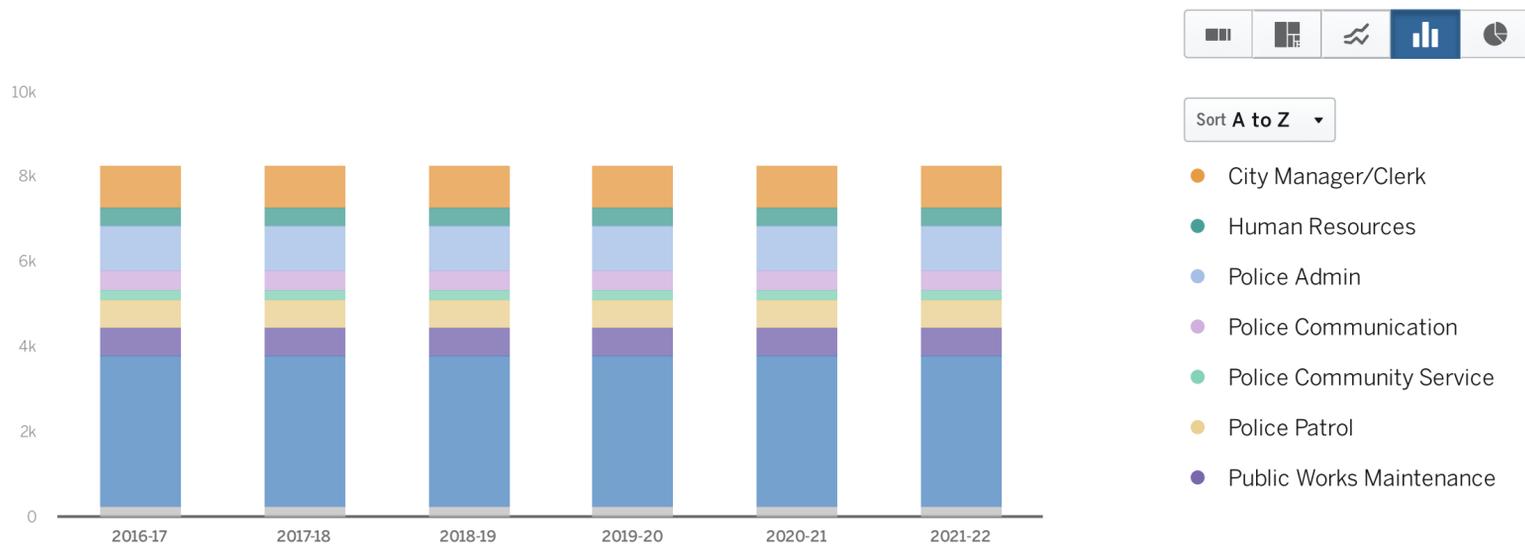
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Broken down by
Dept Title

Visualization



Data

Description of Funds - embedded page



Fund Type: General Fund

General Fund (11)

For the purpose of tracking funding and cost of ongoing operation and unrestricted revenues. The expenditure and use of General Funds are discretionary after appropriation by the City Council to the extent there are no local policies or laws that impose any special conditions.

General Fund Reserves (12)

For the purpose of segregating committed reserve funds approved by the City Council in the Town Budget.

Emergency Operation (19)

For the purpose of tracking emergency operation.

Fund Type: Special Revenues

Gas Tax (21)

For the purpose of receiving gas tax collected and distributed by the State of California. Gas Tax Fund is designated for ongoing traffic signal and street lighting contract services as well as street capital projects as authorized by the gas tax requirement.

Measure A (22)

For the purpose of receiving Measure A collected and distributed by the San Mateo County Transportation Authority. This is a county-wide voter-approved sales tax measure designed to improve transit and relieve traffic congestion. A portion of the Measure A funds are distributed directly to cities on a per-capita basis and the use is limited to eligible street capital improvements.

Transportation Grant (23)

For the purpose of recording various Federal, State and county grants for major bikeway, pedestrian, and roadway capital improvement projects. Grants are generally reimbursable in nature and require the Town to pay the contract cost, first.

Parks in Lieu (24)

For the purpose of receiving Parks in Lieu fees and disbursing funds for Town parks and recreational facilities.

Housing Impact Fees (25)

For the purpose of receiving Housing Impact fees paid by developers and disbursing funds for affordable housing purposes.

Measure W (26)

For the purpose of receiving Measure W collected and distributed by the San Mateo County Transportation Authority. This is a county-wide voter-approved sales tax measure designed to improve transit and relieve traffic congestion. A portion of the Measure W funds are distributed directly to cities on a per-capita basis and the use is limited to eligible street capital improvements.

Public Safety Grants (27)

For the purpose of revenue associated with one-time or limited-term Police grants that have restricted uses. This includes a distribution associated with State criminal justice realignment funds. Other one-time Police-related grants are also accounted for in this fund. The Public Safety Grants Fund is designated by the Town as Fund #27. Expenditures from this fund will finance the majority of costs associated with specialized Police training and homeless outreach services.

COPS Grant (29)

For the purpose of revenue associated with Police grants that have restricted uses and may be on-going. This includes an annual State distribution from the Supplemental Law Enforcement Services Fund (SLESF), which must be used for front-line law enforcement activities. Expenditures from this fund will finance the majority of costs associated with the Police - Community Services Division including a Community Services Officer (CSO) position.

Fund Type: Capital**Capital Improvement (31)**

For the purpose of tracking the funding and cost of capital improvement projects that are not related to improvements to streets (Fund 32), sewer (Fund 82), Verano property (Fund 83), and Creekside Villas property (Fund 83).

Street Capital (32)

For the purpose of tracking the funding and cost of Street Capital Improvement Projects

Fund Type: Debt**COPS Debt Services (43)**

For the purpose of tracking the payment of interest and principal associated with the 2015 Town Hall Campus Renovation COP and related administrative expenses. This is the only debt the Town currently has outstanding.

Fund Type: Internal Services**Vehicle/Fleet Replacement (61)**

For the purpose of accumulated funds over time to provide for the replacement of the Town fleet used by Police, Public Works, Recreation and Administration. Annual charges based on the usable life and cost of vehicles and the public works fleet are recorded as expenses within the operating departments. The future replacement of these vehicles and the fleet is financed from reserves accumulated in this fund.

Fund Type: Trust**OPEB Trust (71)**

For the purpose of tracking funding designated to pay retiree medical and dental cost and related investment returns.

Pension Trust (72)

For the purpose of tracking funding designated to pay retiree pension cost and related investment returns.

Fund Type: Enterprise**Sewer Operating (81)**

For the purpose of tracking the operating and maintenance cost of the Town's Sewer System and to streamline quarterly and annual compliance reporting

Sewer Capital (82)

For the purpose of tracking the funding and cost of Sewer Capital Improvement project, and to establish the sewer system needs of the Town.

City Properties (83)

For the purpose of tracking the lease and rental of City properties, expenses for the maintenance of City properties, and depreciation.

Financial Policies

The Town of Colma's Policies are online and adopted as part of the Colma Administrative Code. Below is a list of policies that pertains to finance, directly.

Colma Administrative Code 4.01: Budget Procedures and Reserve Polices

<https://www.colma.ca.gov/documents/cac-4-01-budget-procedures-reserve-policy/>

Colma Administrative Code 4.02: Investment Policy

<https://www.colma.ca.gov/documents/cac-4-02-investment-policy/>

Colma Administrative Code 4.03: Grants & Donations

<https://www.colma.ca.gov/documents/cac-4-03-grants-donations/>

Colma Administrative Code 4.04: Banking Authority

<https://www.colma.ca.gov/documents/chapter-4-04-banking-authority/>

Resolutions

Budget Adoption



Will be updated after June 9, 2021

GANN Limit



Will be updated after June 9, 2021

Glossary of Terms

Last Updated June 30, 2020

A

AB - Assembly Bill.

ABAG - Association of Bay Area Governments.

ABC - Alcoholic Beverage Control.

Accounting System - The total set of records and procedures used to record, classify, and report information on the financial status and operations of an entity.

Accrual Basis of Accounting - A method of accounting in which revenues are recorded when measurable and earned, and expenses are recognized when a good or service is used.

Activity - A unit of budgetary accountability and control that encompasses specific and distinguishable lines of work performance for the purpose of accomplishing a function for which the Town is responsible.

ADA - See Americans with Disabilities Act.

ADC - Actuarially Determined Contribution. Minimum annual contribution, as determined based on actuarial assumptions, to pay off OPEB or Pension liabilities.

Adopted Budget - The budget document formally approved by the City Council, often referred to as the original budget.

Ad-valorem - According to value.

Amended Budget - An adopted budget, after it has been changed (or adjusted) by the City Council. An example of an amended budget is when the City Council adopts changes in expenses and revenues of a specific item or project or a series of items and projects during the Mid-Year Budget process. (See Budget Adjustment)

Americans with Disabilities Act (ADA) - A 1990 law that gives federal civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications.

Appropriation - A legal authorization granted by the City Council to make expenditures or enter into obligations for specific purposes.

Appropriation Limit (Gann Limit) - A mandated calculation of how much the Town is allowed to expend in one fiscal year. It is mandated on government agencies within California by Article XIII B of the California Constitution. The amount of appropriation subject to the limit is the budgeted proceeds of taxes. Some examples of proceeds of taxes are sales and property taxes. The total of these budgeted revenues cannot exceed the total appropriations limit. Annually, local governments may increase the appropriations limit by a factor comprised of the change in population combined with the California inflation rate as determined by the State Finance Department.

APWA - American Public Works Association.

ARC - Actuarial Required Contribution. The term changed to Actuarially Determined Contribution, per GASB 75.

Assessed Valuation - A valuation set upon real estate or other property by the San Mateo County Assessor and the State as a basis for levying taxes.

Assigned Reserve - The spendable amounts set aside for specific purposes or contingencies authorized by resolution of the City Council.

Authorized Positions - Positions approved by the City Council which may or may not have funding. (See Budgeted Positions)

Audit - A review of the Town's accounts by an independent accounting firm to verify that the Town's financial statements accurately reflect its financial position.

B

BAAQMD - Bay Area Air Quality Management District.

Balanced Budget - A balanced budget exists when the total projected inflow of resources is equal to, or greater than, the total projected outflow of resources. The inflow of resources includes current year revenues, future grant receivable, and use of reserves as approved by City Council.

BART - Bay Area Rapid Transit.

Base Budget - Those resources necessary to meet an established and existing service level.

Basis of Budgeting - The method used for recognizing revenues and expenditures in the budget. The Town uses the modified accrual basis of accounting for budgetary purposes, which is in compliance with Generally Accepted Accounting Principles (GAAP).

BCDC - Bay Conservation and Development Commission.

Beginning Fund Balance - Resources available in a fund from the end of the prior year for use in the following year.

Benefits - See Fringe Benefits.

Bond - A written promise to pay a specified sum of money, called the face value of principal amount, at a specified date or dates in the future, together with the periodic interest at a specified rate issued by a city to raise capital funds.

Budget - A planning and controlling document for financial operation with estimates of proposed expenditures and revenues for a given period of time, usually one year. A plan expressed in figures.

Budget Adjustment - A change of expenditure levels and corresponding resources needed to accomplish an existing service level or unanticipated service. All budget adjustments are reflected in the current year budget and are approved by the City Council.

Budget Calendar - The schedule of key dates or milestones that a city follows in the preparation and adoption of the budget.

Budget Highlights - Portion of department narrative in the budget that focuses on key changes in the budget from the previous year.

Budget Message - A general written description summarizing the proposed budget. The budget message explains principal budget issues against the background of financial experience in recent years and presents recommendations made by the City Manager.

Budget Stabilization Reserve - Monies set aside, sometimes called a rainy day fund, that can be used to assure continuity of Town operations when tax revenues temporarily decline as the result of a recession, the loss of a major taxpayer or other similar circumstance.

Budgeted Capital Project - Existing or new Capital Projects that have funding available in the current fiscal year. Work on these projects will continue during this year's budget.

Budgeted Positions - The number of full-time equivalent positions to be funded in the budget. Example: Funding of two half-time positions would equal one full-time equivalent position. (See Authorized Positions)

C

C/CAG - City/County Association of Governments of San Mateo County.

CAD/RMS - Computer Aided Dispatch and Records Management System.

CAFR - Comprehensive Annual Financial Report.

Cal BIG - California Building Inspection Group.

CALBO - California Building Officials.

CalPERS - See PERS.

CAP - Climate Action Plan.

CAPE (General Government) – Community Action Plan for Emergencies (Colma's CERT Program).

Capital Improvements - A permanent major addition to the Town's real property assets including the design, construction, purchase or major renovation of land, buildings or facilities including major landscaping and park improvements.

Capital Improvement Program (CIP) - A plan for capital expenditures and the means of financing them, to be incurred each year over a fixed period of years, to meet capital needs arising from a long-term plan. (See Capital Improvements)

Capital Outlay - Routine capital expenditures for the acquisition of capital assets. These items are included in almost every budget and do not have a significant impact on the operating budget. The Town's capitalization limit is \$10,000. (See Fixed Asset)

Capital Project - All related expenditures for a public improvement project.

Capital Project Fund - Resources transferred from the General Fund to complete a capital improvement project.

Cardroom Tax - A permit tax imposed on gambling establishment operations in the Town of Colma. The tax is a general tax with the proceeds going to the General Fund. The tax requires each person operating a gambling establishment to pay a monthly tax which is a combination of a set fee and a percentage of gross revenue on a sliding scale set by Town ordinance.

CASp - Certified Access Specialist.

CAT - Community Action Teams.

CEQA - California Environmental Quality Act.

CERT - Community Emergency Response Team.

Certificates of Participation (COPs) - A method of raising funds collateralized by leases between a lessor and a government agency. Payments are funded with annual appropriations made by the government agency (in this case the Town) to the lessor. COPs are typically used for capital leases for large projects where the financing amount exceeds several million dollars.

Charges for Service - See Fees.

CIP - See Capital Improvement Program.

Climate Action Plan - A Climate Action Plan or a CAP is a detailed and strategic framework for measuring, planning, and reducing Greenhouse Gas (GHG) emissions and related climatic impacts. Climate Action Plans include an inventory of existing GHG emissions, reduction goals or targets, and prioritized measures and programs to reduce GHG emissions and climate impacts to target levels set by the City Council.

Closed Capital Project - Capital Projects that have been completed or closed out. These projects will only appear in future Capital Improvement Budgets if they have project expenditures during the prior three years.

COLA - See Cost of Living Adjustment.

Committed Reserve - The spendable amounts set aside to meet the Town's long-term obligations.

Competitive Bidding - Transparent procurement method in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive bidding aims at obtaining goods and services at the lowest prices by stimulating competition, and by preventing favoritism.

Consultants - Outside individuals who provide advice or services.

Contractual - A type of expenditure. Usually, a professional consulting service involving a contract for one or more years.

COP Town Hall Fund - Project expenses which were financed by Certificate of Participation (COP) debt financing.

COPs - (debt) Certificates of Participation.

COPS - (grant) Citizens Option for Public Safety. See Supplemental Law Enforcement Services Fund.

Cost Accounting - The branch of accounting that provides for the assembling and recording of all the elements of cost incurred to accomplish a purpose, to carry on an activity or operation, or to complete a unit of work or a specific job.

Cost of Living Adjustment (COLA) - A scheduled percentage adjustment to wages, which is based upon the terms of labor agreements as approved by an action of the City Council.

Cost of Services - Payments made by customers for publicly provided services that benefit specific individuals and exhibit "public good" characteristics. They include fees such as recreation fees, building permit fees and planning fees.

CPI - Consumer Price Index.

CPOA - California Peace Officers' Association.

CPR - Cardiopulmonary Resuscitation.

CPRS - California Park and Recreation Society.

CPUC - California Public Utilities Commission.

CSMFO - California Society of Municipal Financial Officers.

CSO - Community Service Officer.

D

Debt Service - Actual cost of interest and principal on debt.

Debt Service Fund - A fund established for the payment of principal and interest on debt other than payable exclusively from special assessments.

Deficit - The excess of expenditures over revenues during an accounting period.

Department - An organizational unit comprised of divisions or programs. It is possible for a department to be comprised of only one division.

Department Description - A list of the typical activities of programs.

Department Function - Category of work performed. The Town has five major categories: General Government, Recreation, Public Works, Public Safety and Planning.

Discretionary Revenue - Money that the City Council has the authority to allocate for any purpose. Often refers to the General Fund, as opposed to special or Restricted Use Funds.

Division - A functional grouping of related activities within a department. There are usually several activities within a division. (See Activity)

DUI - Driving Under the Influence.

E

Economic Development - Efforts that seek to improve the economic well-being and quality of life for a community by creating and/or retaining jobs and supporting or growing incomes and the tax base.

Encumbrance - An obligation in the form of a purchase order or contract.

Enterprise Fund - A fund established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the City Council is that the costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges, i.e., water utility, parking system.

EOC - Emergency Operations Center.

ERAF - Educational Revenue Augmentation Fund. A shift of property tax revenue from local agencies (cities, counties, special districts) to the State.

Expenditure - Designates the cost of goods delivered or services rendered, whether paid or unpaid. Where accounts are kept on the accrual or modified accrual basis of accounting, costs are recorded when goods are received or services rendered. Where accounts are kept on a cash basis, expenditures are recognized when the cash payments are made.

F

FBI - Federal Bureau of Investigation.

Fees - A charge to cover the cost of services (e.g. building inspection fee, zoning fee, etc.) sometimes referred to as Charges for Service.

FEMA - Federal Emergency Management Agency.

FF&E - Furniture, Fixtures and Equipment.

FHA - Fair Housing Act.

Fiscal Accountability - The responsibility of governments to justify that their actions in the current period have complied with public policy decisions concerning the raising and spending of public moneys in the short term (usually one budgetary cycle or one year).

Fiscal Year - A twelve-month period of time to which the budget applies. For the Town of Colma and many local government agencies, this period is from July 1 through June 30.

Fixed Asset - A tangible item of a long-term character such as land, buildings, furniture, and other equipment with a unit cost in excess of \$10,000. (See Capital Outlay)

Fleet Replacement Fund - An internal service fund used to accumulate funds over time to provide for the replacement of the Town fleet.

FLSA - Fair Labor Standards Act.

FMLA - Family Medical Leave Act.

FPPC - Fair Political Practices Commission.

Fringe Benefits - Benefits to Town employees, in addition to salaries, paid by the Town. These benefits include pensions, workers' compensation, unemployment insurance, health club membership, and life and health insurance.

FTE - See Full-Time Equivalent.

Full-Time Equivalent (FTE) - One or more employee positions totaling one full year of service or approximately 2,080 hours a year.

Full Cost Recovery - Recovering or funding the full costs of a project or service, typically through a user fee. In addition to the costs directly associated with the project, such as staff and equipment, projects will also draw on the rest of the organization. For example, adequate finance, human resources, management, and IT systems are also integral components of any project or service.

Fund - A self-balancing set of accounts. Governmental accounting information is organized into funds, each with separate revenues, expenditures and fund balances.

Fund Balance - The difference between fund assets and fund liabilities in a governmental or trust fund. Changes in fund balances are the result of the difference of revenues to expenditures. When revenues exceed expenditures in a given period, fund balance increases and when expenditures exceed revenue, fund balance decreases.

Funding Source - Identifies fund(s) that will provide resources for Town expenditures.

FY - See Fiscal Year.

G

GAAP - See Generally Accepted Accounting Principles.

Gann Limit - See Appropriation Limit.

Gas Tax Fund - Fund required by State law to account for gas tax revenues received from the State and expended for construction and maintenance of Town streets.

GASB - See Governmental Accounting Standards Board.

GASB Statement No. 34 - Requires state and local governments to produce financial statements on an accrual basis, in much the same manner as private sector businesses. The objective is to enhance the understandability and usefulness of the financial reports of state and local governments to the public, legislative and oversight bodies, and investors and creditors.

GASB Statement No. 45 - Requires the measurement and recognition criteria for other Post Employment Benefits (OPEB) for reporting purposes. The objective is to recognize the cost of benefits, provide information on related liabilities and provide information for assessing fiscal health for future periods.

GASB Statement No. 54 - Intended to improve the usefulness of the amount reported in fund balance by providing a more structured classification. It also clarifies the definition of existing governmental fund types.

GASB Statement No. 68 - Improves accounting and financial reporting by state and local governments for pensions. It establishes standards for measuring and recognizing liabilities and

expenditures and identifies the methods and assumptions that should be used to calculate those liabilities and expenditures.

GASB Statement No. 75 - Improves accounting and financial reporting by state and local governments for post-employment benefits other than pensions (other post-employment benefits or OPEB) such as retiree medical and retiree dental benefits. It also improves information provided by state and local governmental employers about financial support for OPEB.

Generally Accepted Accounting Principles (GAAP) - Uniform standards used by state and local governments for financial recording and reporting; established by the accounting profession through the Governmental Accounting Standards Board.

General Fund - The primary fund of the Town used to account for all revenues of the Town not legally restricted as to use and related expenditures.

General Fund Reserves - The balance of all general funds not otherwise appropriated (budgeted) or accounted for, such as the allocated reserves Council set aside for Litigation, Insurance, Disaster Preparedness, Employee Benefits and Operations.

General Plan - A plan of a city, county or area which establishes zones for different types of development, uses, traffic patterns, and future development.

General Revenue - General sources of income a city collects and receives for public use (e.g. property tax). There are no restrictions as to the use of these monies - often referred to as Discretionary Revenue. General Revenue comprises the General Fund.

GF - See General Fund.

GFOA - Government Finance Officers Association.

GHG - Greenhouse Gas emissions.

GIS - Geographic Information System. A Geographic Information System (GIS) is designed to capture, store, manipulate, analyze, manage, and present all types of geographical data. It analyzes the spatial location and organizes layers of information into visualizations using maps. With this unique capability, GIS reveals deeper insights into data, such as patterns, relationships, and situations — helping city departments make better decisions and more effective use of resources.

Goal - An observable and measurable end result having one or more objectives to be achieved within a more or less fixed time frame.

Governmental Accounting Standards Board (GASB) - The body that sets accounting standards specifically for governmental entities at the state and local levels.

Governmental Funds - Self-balancing sets of accounts that are maintained for governmental activities. Financial statements of governmental funds are prepared on the modified accrual basis of accounting and the current financial resource flows method of measurement focus. All of the Town's funds are in the governmental category. (See Measurement Focus)

GP - General Plan.

Grant - A payment of money, often earmarked for a specific purpose or program, e.g. from one governmental unit to another or from a governmental unit to a not-for-profit agency.

Grievance - An actual or supposed circumstance regarded as just cause for complaint. A complaint or protestation based on such a circumstance.

H

HEART - Housing Endowment and Regional Trust.

HOA - Homeowners Association.

HR - Human Resources.

HRA - Human Resources Administration.

HVAC - Heating, Ventilation and Air Conditioning.

I

ICMA - International City/County Management Association.

Infrastructure - All Town-owned facilities supporting the operation of the government agency. It includes streets, roads, bridges, curbs and gutters, parks, water and sewer lines, storm drains, water pump stations and reservoirs, water wells, sewer lift stations, all government buildings and related facilities.

Interfund Transfers - Monies appropriated from one fund to another fund. This is done to reimburse the fund for expenses or to finance the operation of the other fund.

Internal Service Fund - A fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of a government on a cost reimbursement basis.

IPM - Integrated Pest Management.

Irrevocable Trust - A type of trust that by its design can't be modified, amended, changed or revoked.

IT - Information Technology.

J

JPA - Joint Powers Agreement.

L

LAFCO - Local Agency Formation Commission.

LAIF - Local Agency Investment Fund.

LAO - Legislative Analyst's Office.

LCW - Liebert Cassidy Whitmore.

Level of Service - Indicator that measures the performance of a system. Certain goals are defined and the service level gives the percentage to which they should be achieved.

Long Term Debt - Debt with a maturity of more than one year after the date of the issue.

LTD - Long Term Disability.

M

MADD - Mothers Against Drunk Driving.

Mandate (Mandated Services) - A legal requirement, usually imposed by State or Federal law. This term is used to refer to Town services, which are provided to comply with State or Federal laws, such as preparation of the City Council Agenda in compliance with the Brown Act.

Maturities - The dates on which the principal or stated values of investments or debt obligations mature and may be reclaimed.

Measure A Fund - Fund used to account for the Town's per-capita portion of a countywide, voter-approved sales tax increase for improving transit and relieving congestion.

Measure M - Countywide, voter-approved vehicle registration fee, half of which goes to the cities in the county using a pro-rata formula based on population and road miles. The money can be used for pavement resurfacing, pothole repair, signs and striping, traffic signals, street sweeping, storm-inlet cleaning and local shuttles.

Measurement Focus - The accounting convention which determines: (1) which assets and which liabilities are included on the governmental unit's balance sheet; and (2) whether its operating statement presents "financial flow" information (revenue and expenditures) or "capital maintenance" information (revenues and expenses).

Mid-Year - As of December 31st (mid-point of the fiscal year).

Mid-Year Budget Review - Annual process, which occurs in February, where staff analyzes the revenue and expenditures of the Town through the mid-point of the fiscal year (December 31st),

projects the data to the end of the fiscal year (June 30th) and presents the information to Council, along with any recommended budget adjustments.

MMANC - Municipal Management Association of Northern California.

Modified Accrual Basis of Accounting - A form of accrual accounting in which (1) expenditures are recognized when the goods or services are received and (2) revenues, such as taxes, are recognized when measurable and available to pay expenditures in the current accounting period.

MOU - Memorandum of Understanding.

MRP - Municipal Regional Stormwater Permit.

MTC - Metropolitan Transportation Commission.

Municipal Code - A book that contains City Council approved ordinances presently in effect. The Code defines Town law in various categories. (See Ordinance)

N

National Pollution Discharge Elimination System (NPDES) - A policy set forth by the Environmental Protection Agency, under the 1987 Federal Clean Water Act, imposing regulations that mandate local governments to control and reduce the amount of stormwater pollutant runoff into receiving waters.

Non-recurring Costs - One-time activities for which the expenditure should be budgeted only in the fiscal year in which the activity is undertaken.

Non-spendable Fund Balance - The amounts associated with inventories, prepaid expenses and other items legally or contractually required to be maintained intact.

NorCalHR - Northern California Municipal Human Resources Managers Group.

NPDES - See National Pollution Discharge Elimination System.

NSMCD - North San Mateo County Sanitation District.

O

OBF - On-Bill Financing.

Objectives - Desired results of the activities of a program.

OES - Office of Emergency Services.

OPEB - Other Post-Employment Benefits.

Operating Budget - A programmatic, financial, and organizational plan for furthering the goals of the City Council through departments of the Town, which does not include capital improvement projects.

Operating Expenses - Expenses incurred as a result of day-to-day operations.

Operational Accountability - Governments' responsibility to report the extent to which they have met their operating objectives efficiently and effectively, using all resources available for that purpose, and whether they can continue to meet their objectives for the foreseeable future.

Ordinance - A formal legislative enactment by the City Council. It has the full force and effect of law within the City boundaries unless it is in conflict with any higher form of law, such as a State statute or constitutional provision. An ordinance has higher legal standing than a resolution. Adopted ordinances form the Municipal Code. (See Municipal Code)

P

PCI - Pavement Condition Index.

PCJPB - Peninsula Corridor Joint Powers Board (Also known as Caltrain Board)

PELRA - Public Employers Labor Relations Association.

PEMHCA - Public Employees Medical and Hospital Care Act.

PERS - Public Employees Retirement System. A pension plan administered by the State of California for government agencies. (Also known as CalPERS).

Performance Measures - Indicators used in budgets to show, for example, (1) the amount of work accomplished, (2) the efficiency with which tasks were completed, and (3) the effectiveness of a program, which is often expressed as the extent to which objectives were accomplished.

Personnel Expenditures - Salaries, wages and benefits paid to employees.

PMP - Pavement Management Plan.

Police Grants Fund - Revenue associated with Police grants that have restricted uses and may be ongoing, for example, SLESF.

POST - Police Officer Standards and Training.

Priority Area - A category of Town services, such as Economic Development, Long Range Financial Plan or Neighborhoods which the City Council selects as an area of focus for staff in the coming fiscal year.

Program - Plan of action aimed at accomplishing a clear objective, with details on what work is to be done, by whom, when, and what means or resources will be used.

Program Revenues - Revenues received by a department as a result of the services or operations of that department (such as user fees), and generally used to finance the related services or programs.

Property Tax - A tax on the assessed value of property. California State Constitution Article XIII A provides that the combined maximum property tax rate on any given property equal to 1% of its assessed value unless an additional amount has been approved by voters for special taxes or general obligation bonds. San Mateo County remits the Town's share, including all penalties and interest.

Proposed Budget - The working document for the fiscal year under discussion.

PTAF - Property Tax Assessment Fee.

Public Employee Retirement System - See PERS.

Public Safety Grants Fund - Revenue associated with one-time or limited term Police Grants that have restricted uses.

PW - Public Works.

R

Real Estate Transfer Tax - A tax on the value of property transferred, currently levied at a rate of \$0.275 per \$500. San Mateo County collects the tax and the Town receives the revenues. Revenues are dependent on how frequently the property is transferred and on the accrued value at the time of transfer.

Records Management System (RMS) - A system that automates the storage of current documents and important records of the Town (documents, agendas, minutes, reports, maps and vital records) to facilitate quick and easy access to these records using software and other technologies.

Request for Proposal (RFP) - Part of a procurement process which is frequently associated with obtaining professional or specialized services or goods. Vendors are invited to respond with a description of services and associated costs. The agency evaluates responses to determine the response which most closely meets the stated needs in a cost-effective manner.

Reserve - An account used to designate a portion of the fund balance as legally segregated for a specific use, i.e., General Fund Reserve.

Reserve Policy - A Council adopted set of principles which establish an appropriate minimum level of reserves and specify how reserves can be used.

Resolution - A special order of the City Council that requires less legal formality than an ordinance in terms of public notice and the number of public readings prior to approval.

Restricted Use Funds - Funds designated for use for a specific purpose.

Revenues - Income from all sources used to pay Town expenses.

RFP - See Request for Proposal.

RHNA - Regional Housing Needs Assessment.

Risk Management - An organized attempt to protect a government's assets against accidental loss in the most economical method.

RMS - See Records Management System.

ROW - Right-Of-Way.

RWQCB - Regional Water Quality Control Board.

S

Salaries and Wages - A fixed monthly or hourly sum paid to an employee.

Sales Tax - Taxes assessed on retail sales or leases of tangible personal property in the Town. The Town receives one percent of the 8.25% San Mateo County sales tax.

SAMCAT - San Mateo County Telecommunications Authority.

SamTrans - San Mateo County Transit District.

SB - Senate Bill.

Secured Taxes - Taxes levied on real properties in the Town which are “secured” by liens on the properties.

SFPUC - San Francisco Public Utilities Commission.

SLESF - See Supplemental Law Enforcement Services Fund.

SLPP - State-Local Partnership Program.

SMC - San Mateo County.

SMIP - San Mateo County Investment Pool.

Special Revenue Fund - A fund that accounts for the use of revenues that are legally restricted to expenditures for specific purposes.

SSAR - Systemic Safety Analysis Report Program. A grant program established by the State Department of Transportation (Caltrans) in 2016. The purpose of this grant is to study deficiencies in a government agency's roadway network including sidewalks, bike paths, crosswalks, accessibility barriers and streetlights and recommend corrective measures to correct the problems.

SSF – City of South San Francisco.

SSO - Sanitary Sewer Overflow.

STEP - Saturation Traffic Enforcement Program.

STOPP - Stormwater Pollution Prevention Program.

Strategic Plan - Plan of action aimed at accomplishing a clear objective, with details on what work is to be done, by whom, when, and what means or resources will be used.

Strategic Planning - A comprehensive and systematic management tool designed to help organizations assess the current environment, increase effectiveness, develop commitment to the organization's mission and achieve consensus on strategies and objectives for achieving that mission. The focus is on aligning organizational resources to bridge the gap between present conditions and the envisioned future. The organization's objectives for a strategic plan will help determine how available resources can be tied to future goals.

Supplemental Assessment - An assessment of real property occurring after the real property lien date of January 1st of each year as a result of new construction or a change in ownership. The San Mateo County Assessor determines the new value of the property based on current market values, and then calculates the difference between the new value and the value set on January 1st.

Supplemental Law Enforcement Services Fund (SLESF) - A component of the Citizens' Option for Public Safety (COPS) program which provides grants to every city and county and five special districts that provide law enforcement in the State of California. SLESF funds are allocated among cities and counties and special districts that provide law enforcement services in proportion to population, except that each agency is to be allocated a minimum of \$100,000. The Town of Colma receives the minimum allocation.

Supplies and Services - Expenditures for materials, supplies and related services which are ordinarily consumed within a fiscal year.

SWAT - Special Weapons And Tactics.

T

Tax Levy - Amount of tax dollars raised by the imposition of the tax rate on the assessed valuation of property.

Tax Equity Allocation - The amount of property taxes payable to the Town under a special law to assist cities that otherwise would receive low or no property taxes.

TDM - Transportation Demand Management.

TEA - Tax Equity Allocation.

TLC - Transportation for Livable Communities.

TMA - Training Managers Association.

Transportation Grants Fund - Fund used to account for one-time transportation grants awarded by Federal, State and Regional agencies, and the associated expenditures.

U

UBC - Uniform Building Code.

Unassigned Reserve - The amount of spendable fund balance that is not otherwise appropriated.

Unencumbered Appropriation - The portion of an appropriation not yet expended or encumbered.

Unfunded Capital Project - Capital Projects that are Town priorities but are currently without budgeted funds. Unfunded Capital Projects will be reviewed annually during the Town Budget process to see if funds are available for their design and construction and if these projects are ready to move from the Unfunded Capital Projects list to the Budgeted Capital Projects list.

Unfunded Position - Positions that are authorized but funding is not provided.

Unsecured Taxes - An ad-valorem (value-based) property tax that is the liability of the person or entity assessed for the tax. Because the tax is not secured by real property (such as land) the tax is called "unsecured."

Useful Life - An accounting term defined as the number of years, as set by the IRS, that depreciable business equipment or property is expected to be in use.

W

Way-finding - Information systems and signage that guide people through a physical environment and enhance their understanding and experience of the area or space.

Y

Year-End - As of June 30th (end of fiscal year).

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 document, should direct such a request to Pak Lin, Administrative Services Director, at 650-997-8300 or pak.lin@colma.ca.gov Please allow two business days for your request to be processed.

Town of Colma

1198 El Camino Real

Town Website





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Director of Public Works
 Cyrus Kianpour, City Engineer
 VIA: Brian Dossey, City Manager
 MEETING DATE: May 26, 2021
 SUBJECT: Sanitary Sewer Enterprise Fund Study Session

RECOMMENDATION

The main purpose of the follow-up study session is to provide information and responses to the City Council's input and feedback received on April 14, 2021 regarding the feasibility of expanding the enterprise fund for the Town's sanitary sewer system. No City Council action will take place; however, staff will be presenting recommended next steps and seeking comments, questions, and feedback from the City Council during the study session.

EXECUTIVE SUMMARY

Staff presented at the April 14, 2021 a study session regarding the potential expansion of the sewer enterprise fund that would address "developing revenue strategies" discussed at this year's Town's Strategic Plan study session held in February. The main goal of implementing a sewer enterprise fund is to limit general fund expenses by allowing for cost recovery of sewer treatment, conveyance, maintenance and capital improvement through sewer service charges.

The purpose of this follow-up study session is to provide additional information and responses to the inquiries and feedback from the City Council during the April 14, 2021 study session. In addition, staff will discuss the next steps that will be taken in the continuing coordination with both SSF and NSMCSD on potential renegotiations to the most current sewer agreements and on issuing a Request for Proposal for Consultant Services for a Sewer Rate Study.

FISCAL IMPACT

None

BACKGROUND

The Town's sewer system is comprised of two "Basins." One basin flows to the South San Francisco District, (SSF) and the other basin flows to the NSMCSD, (Daly City). Current sewer service charges are calculated based on the water consumption from each property owner and

the Town assesses charges based on the rates that are invoiced to us by each SSF or NSMCSD per the respective agreements with each agency. The Town recovers these costs by assessing each property owner an annual sewer charge on the property tax rolls.

Currently, the associated cost of sewer administration including calculating the charges, publishing the Engineer Report, conducting a Prop 218 protest hearing when required, and responding to the public's inquiries regarding charges and disputes, utilizes funds that are transferred from the General Fund. In addition, approximately \$75,000 that is expended for sewer system repairs, videotaping, cleaning, State and County annual fees, and miscellaneous charges are paid for by fund transfers from the General Fund. Finally, sewer CIP projects are also currently funded through the General Fund.

ANALYSIS

Staff's presentation at the April 14, 2021 study session included a broad overview of the following discussion items:

- Town's Sewer System (SSF and NSMCSD Basins)
- Wastewater Regulatory Requirements (Environmental and Financial)
- Wastewater System Challenges (Operations, Capital, and Funding)
- Short and Long-Term Funding Needs
- Options for Sewer O&M and CIP Funding (Enterprise Fund, grants, low-interest loans)

The intent of this study session is for staff to present to the City Council and the public information and findings based on the following inquiries and feedback received at the previous study session:

1. What has been the Town Operation & Maintenance (O&M) and Capital Improvement Project (CIP) needs?

O&M and minor sewer repair and replacement annual expenditures have averaged between \$100,000 and \$125,000. It is anticipated that as the sewer system ages, additional allocations may be necessary to maintain the condition of the pipe system as well as to prevent sewer system overflows (SSOs). Staff will continue collecting and analyzing data for the next three years to determine the level of effort and costs associated with continuing to provide the level of service that is expected by the rate payers as well as establish an emergency repair fund that would allow for unplanned major repairs.

2. What are the future Town Sewer System CIP needs?

Sewer Capital Improvement Projects are typically recommended based on identified structural capacity deficiencies.

Structural CIP Projects: These projects address structural deficiencies (cracks, breaks, excessive Inflow & Infiltration (I&I)) as identified by the condition assessment of each pipe segment. These defects occur over time due to movement of the ground and as a result of root intrusion. Projects will vary from re-lining the pipe, spot repairs, pipe replacement and rehabilitation, and/or manhole rehabilitation and replacement.

Capacity CIP Projects: The Town's most updated Sewer Master Plan compared the existing and future capacity requirements as outlined in the Town's General Plan. The model identified a few larger scale projects that would need to be implemented to maintain the capacity and reliability of the existing collection system. Additional coordination will be required with both SSF and NSMCSD to ensure that there is adequate treatment plant capacity.

Staff will continue to monitor and evaluate the existing sewer system condition and will be developing a 5 and 10-year Rehabilitation and Replacement Program.

3. What grant opportunities can the Town pursue for the Rate Study and for CIP projects?

Given the timing of the sewer rate study, there is currently no immediate grant funding available for the purpose of creating a sewer enterprise fund. Staff will explore grant funding opportunities and low-interest Federal and State loans to help finance projects that will be identified in the 5 and 10-year Rehabilitation and Replacement Program.

4. What is the range of fees that would be assessed to rate payers?

Staff is currently studying two methodologies to determine the potential rate impacts to rate payers. One method utilizes the flow/volume calculation that would assess rates based on the proportional water usage use from either residential or non-residential customers. Alternatively, rates can also be assessed based on the invoiced fees from either SSF or NSMCSD. Staff is recommending that the Town engage a Sewer Rate Consultant to assist staff in fine-tuning the range of rates that would be assessed to each rate payer, in consultation with the City Attorney's office to ensure legal defensibility.

Staff will include the following work tasks under the Request for Proposal for the Sewer Rate Study:

- Review existing rate structures for SSF and NSMCSD (Daly City)
- Review revenue requirements for Administration, O&M and CIP
- Review data to develop Connection Fee
- Evaluate citywide versus per basin fee options
- Develop rate alternatives for single family, commercial, and industrial customers
- Develop multi-year implementation schedule options
- Compare rates with neighboring communities
- Conduct study sessions with City Council
- Participate in the development of Public Outreach Plan
- Assist in the Prop 218 process

Discussions are ongoing with both SSF and NSMCSD on updating the existing sewer agreements and staff is hoping to have some resolution to the outstanding items related to cost allocations in time for the consultant to incorporate that information into the sewer rate study.

CONCLUSION

Staff has included funding for the sewer rate study for the FY 21/22 budget, and upon budget adoption, staff will prepare a Request for Proposal for professional consultant services for the sewer rate study.