



**AGENDA
REGULAR MEETING
CITY COUNCIL OF THE TOWN OF COLMA
Wednesday, April 26, 2023
7:00 PM**

The City Council, staff and members of the public may participate in the meeting in person at Town Hall or virtually via Zoom Video Conference.

To attend the meeting in person:

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

To participate in the meeting via Zoom Video Conference:

Join Zoom Meeting: <https://us02web.zoom.us/j/81289976261>

Passcode: 074407

Meeting ID: 812 8997 6261

Dial by your location

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Meeting ID: 812 8997 6261

Passcode: 074407

To provide Public Comment in person:

Members of the public wishing to speak are requested to complete a yellow speaker card and submit it to the City Clerk. Comments should be kept to three minutes or less.

To provide Public Comment via Zoom Video Conference:

Live verbal public comments may be made by requesting to speak using the "raise hand" feature in Zoom or, if calling in by phone, by pressing *9 on the telephone keypad prior to the consent calendar being heard, or prior to the close of the public comment period for agenda items or non-agenda items. In response, the Town will unmute the speaker and allow them to speak up to three minutes.

To provide Public Comment in writing:

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

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PRESENTATION

- Introduction of New Police Officer Andres Abarca
- Proclamation in honor of Arbor Day
- Proclamation in honor of Jewish American Heritage Month

PUBLIC COMMENTS

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

CONSENT CALENDAR

1. Motion to Accept the Minutes from the April 12, 2023 Regular Meeting.
2. Motion to Adopt a Resolution Authorizing the Filing of an Application For Funding Assigned to MTC and Committing Any Necessary Funds and Stating Assurance to Complete the El Camino Real Complete Street Project from Mission Road to the City of South San Francisco (Segment B) Pursuant to CEQA Guideline 15378.

PUBLIC HEARING

3. ORDINANCE AMENDING SUBCHAPTER 2.10 RELATING TO FIREWORKS

Consider: Motion to Introduce and Waive a Further Reading of an Ordinance Amending Subchapter 2.10 of the Colma Municipal Code Relating to Fireworks Pursuant to CEQA Guidelines 15061(B)(3), 15307, and 15308.

NEW BUSINESS

4. AGREEMENT FOR CITY MANAGER RECRUITMENT & APPOINTMENT OF AD HOC SUBCOMMITTEE

- a. *Consider:* Motion to adopt a Resolution Approving an Agreement with [Ralph Andersen & Associates or Bob Murray & Associates] to Conduct a City Manager Recruitment Pursuant to CEQA Guideline 15378; and
- b. *Consider:* Motion to Appoint a City Council Ad Hoc Subcommittee to Review Resumes and Screen Initial Candidates for the City Manager Recruitment.

STUDY SESSION

5. FY 2023-24 BUDGET

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 650-997-8300 or email a request to citymanager@colma.ca.gov.

Reasonable Accommodation

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**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Town Hall Council Chamber
1198 El Camino Real, Colma CA
Also Accessible via Zoom.us

Wednesday, April 12, 2023
CLOSED SESSION – 6:00 PM
REGULAR SESSION – 7:00 PM

CLOSED SESSION – 6:00 PM

1. In Closed Session pursuant to Government Code § 54957, PUBLIC EMPLOYMENT

Title: City Manager

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor del Rosario called the meeting back to order at 7:01 p.m.

Council Present – Mayor Joanne F. del Rosario, Vice Mayor John Irish Goodwin, Council Members Ken Gonzalez, Carrie Slaughter and Helen Fiscaro were all present. Council Member Slaughter joined via Zoom under the “just cause” teleconferencing provision of the Brown Act.

Staff Present – City Manager Brian Dossey, City Attorney Christopher Diaz, Administrative Services Director Pak Lin, City Planner Farhad Mortazavi, Director of Public Works and Planning Brad Donohue, City Clerk Caitlin Corley, and Administrative Technician Abigail Dometita were in attendance.

The Mayor announced, “Regarding Public Comment: Members of the public who are here in person are requested to complete a yellow speaker card and submit it to the City Clerk. Those of you on Zoom may make public comments by using the “raise hand” feature in Zoom or, if calling in by phone, by pressing *9 on the telephone keypad. The City Clerk will unmute your microphone and allow you to speak. Comments should be kept to three minutes or less.”

REPORT FROM CLOSED SESSION

The Mayor stated, “Direction was given to staff at tonight’s closed session.”

ADOPTION OF THE AGENDA

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

Action: Council Member Fiscaro moved to adopt the agenda; the motion was seconded by Vice Mayor Goodwin and carried by the following vote:

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

PRESENTATION

- The Mayor presented a proclamation in recognition of National Poetry Month.
- Mayor del Rosario presented a certificate in recognition of Roy and Dianne Chiappari's 50th Wedding Anniversary.
- Vice Mayor Goodwin presented a certificate in recognition of Perky and Bill Ramroth's Wedding Anniversary Recognition.

PUBLIC COMMENTS

Mayor del Rosario opened the public comment period at 7:10 p.m. Resident Thom Taylor asked a question about item #6. Seeing no one else request to speak, she closed the public comment period at 7:16 p.m.

CONSENT CALENDAR

2. Motion to Accept the Minutes from the March 22, 2023 Regular Meeting.
3. Motion to Approve Report of Checks Paid for February 2023.
4. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the First Quarter of 2023.
5. Motion to Adopt a Resolution to Amend the FY 2022-23 Budget and Authorizing: (1) the Payment of \$1.0 Million to CalPERS as Supplemental Pension Payments Including Authorizing the City Manager to Execute and Submit the Additional Unfunded Accrued Liability Payment Form to CalPERS; and (2) \$800,000 to the PARS' 115 Trust for Pension, Pursuant to CEQA Guideline 15061.
6. Motion to Adopt a Resolution Declaring the Futility of Public Bidding and Delegating Authority to the City Manager to Approve and Execute a Reimbursement Agreement with South San Francisco for Roadway Resurfacing Work on Hillside Boulevard and Lawndale Boulevard and Approving a Capital Improvement Plan Budget Amendment to CIP #906 from \$320,000 To \$337,645, Pursuant to CEQA Guideline 15301.

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

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

COUNCIL CALENDARING

The next Regular Meeting will be on Wednesday, April 26, 2023 at 7:00pm at Town Hall.

REPORTS

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

- The Town-wide Garage Sale will be on Saturday, April 15, 2023.
- City Manager Brian Dossey announced that he had given his notice to City Council that he will be retiring in August. He thanked City Council for the opportunity and staff and the community for their support through the years.

ADJOURNMENT

Mayor del Rosario adjourned the meeting at 7:20 p.m. in memory of Gale Shelley, dear friend of Council Member Fiscaro.

Respectfully submitted,

Caitlin Corley
City Clerk





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Public Works Director
 Abdulkader Hashem, Senior Project Manager
 VIA: Brian Dossey, City Manager
 MEETING DATE: April 26, 2023
 SUBJECT: One Bay Area Grant 3 (OBAG 3) County & Local Program - El Camino Real Complete Street Project from Mission Road to City of South San Francisco (Segment B)

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC AND COMMITTING ANY NECESSARY FUNDS AND STATING ASSURANCE TO COMPLETE THE EL CAMINO REAL COMPLETE STREET PROJECT FROM MISSION ROAD TO THE CITY OF SOUTH SAN FRANCISCO (SEGMENT B) PURSUANT TO CEQA GUIDELINE 15378

EXECUTIVE SUMMARY

The attached Resolution of Local Support authorizes the filing of an application for funding assigned to MTC, committing any necessary matching funds, and stating assurance to complete the project.

The Town has designated a project on El Camino Real Complete Street (State Route 82, "ECR") from Mission Road intersection to Arlington Drive in South San Francisco (Segment B) where the One Bay Area Grant 3 (OBAG 3) funding would be expensed for the construction of this project. El Camino Real (Segment B) being the gateway into the Mission Road Residential and Business District, in close proximity to SSF BART, and the area being designated as a Priority Development Area (PDA), Staff believes that the ECR (Segment B) corridor and the need to improve pedestrian, bicycle, accessibility and safety features along the roadway is essential in keeping the area vibrant accessible and safe for vehicles, pedestrians, bicyclists who live, work and visit the area. The \$4,640,000 fund combined with the Town's local match will deliver to the ECR (Segment B) these much-needed improvements.

FISCAL IMPACT

The estimated cost of construction for the improvements to ECR (Segment B) is estimated to be in the range of \$5,800,000. To help supplement the overall cost for the ECR (Segment B), the Town of Colma applied for the One Bay Area Grant 3 (OBAG 3) Program for construction of Segment B and submitted a grant application on July 1, 2022. The award of the OBAG 3 funding would decrease the estimated \$5,800,000 the Town's financial commitment to improve ECR (Segment B) by \$4,640,000.

If the OBAG 3 Grant is funded, the Town's estimated funding plan for the El Camino Real Complete Street Project from Mission Road to City of South San Francisco (Segment B) project is as follows:

- | | |
|--|---------------------|
| • Proposed CIP Allocation for FY 23-24 (Local Match 20%) | \$ 1,160,000 |
| • OBAG 3 Grant (already approved) | <u>\$ 4,640,000</u> |
| Estimated Project Total | \$ 5,800,000 |

BACKGROUND AND ANALYSIS

The One Bay Area Grant (OBAG) program is the policy and programming framework for investing federal Surface Transportation Block Grant Program (STP), Congestion Mitigation and Air Quality Improvement (CMAQ), and other funding programs throughout the San Francisco Bay Area. The Metropolitan Transportation Commission (MTC) established the OBAG program in 2013 to strengthen the connection between transportation investments and regional goals for focused growth in Priority Development Areas (PDAs); places near public transit that are planned for new homes, jobs, and community amenities.

The third round of One Bay Area Grant funding (OBAG 3) was adopted by the Metropolitan Transportation Commission (MTC) in January 2022 and includes more than \$750 million in federal funding for projects from 2023 to 2026. The OBAG 3 program is divided into a Regional Program, managed by MTC, and a County & Local Program, managed by MTC in partnership with the nine Bay Area County Transportation Agencies (CTAs).

On July 1, 2022, the Town submitted an application to the City/County Association of Governments of San Mateo County (C/CAG) for the El Camino Real Complete Street (Segment B) project funding under the MTC One Bay Area Grant 3 (OBAG 2) County & Local Program.

In September 2022, C/CAG approved the Town's OBAG 3 application for \$4,640,000 grant fund and submitted a project nomination list for consideration by MTC requesting \$32.6m for the OBAG 3 County & Local Program.

On January 14, 2023, MTC staff evaluated the CTA nominations using regional criteria and recommended a subset of projects for OBAG 3 funding to the Commission, including the Town's application for \$4,640,000 grant fund. C/CAG staff are currently working with the project sponsors to comply with all applicable OBAG 3 requirements, including adoption of a resolution of local support by May 31, 2023, that project sponsors shall submit prior to programming any awarded funding into the Transportation Improvement Program (TIP).

Council Adopted Values

The El Camino Real Complete Street (Segment B) Project will provide elements of safety for bicyclists and pedestrians and provide equal accessibility for those with disabilities that travel through the corridor. Approval of the proposed resolution is the *Responsible* action because the Council has considered the financial impact of the project, while improving the accessibility and safety features on and along El Camino Real (Segment B).

Sustainability Impact

This resolution in support of the El Camino Real Complete Street (Segment B) – OBAG 3 funding application to the City/County Association of Government of San Mateo County (C/CAG) is consistent with the Town’s sustainability goals and Complete Streets and Green Streets Program goals.

ENVIRONMENTAL

The City Council’s adoption of the resolution is not a “project” under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378(b)(4) as it constitutes a government fiscal activity which does not involve the commitment to any specific project. The City Council will in the future consider whether to approve any project and the City Council’s adoption of the resolution of local support is merely a first step to ensuring financial funding for a project the City Council may or may not approve in the future after conducting any required CEQA environmental analysis.

ALTERNATIVES

The City Council could choose not to accept the OBAG 3 Grant Funding. Doing so is not recommended, however, because the Town would lose the \$4,640,000 grant to assist with the implementation of El Camino Real Complete Street (Segment B).

CONCLUSION

Staff recommends that the City Council adopt Resolution supporting an application for One Bay Area Grant 3 (OBAG 3) – County & Local Program for the El Camino Real Complete Street (Segment B) Project from Mission Road to Arlington Drive.

ATTACHMENTS

- A. Resolution of Local Support for OBAG 3 Application



**RESOLUTION NO. 2023-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC
AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCE
TO COMPLETE THE PROJECT**

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

1. Background

(a) Town of Colma (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$4,640,000 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the El Camino Real Complete Street Project from Mission Road to City of South San Francisco (Segment B) (herein referred to as PROJECT) for the One Bay Area Grant (OBAG3) – County & Local Program (herein referred to as PROGRAM); and

(b) The United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

(c) State statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

(d) Pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

(e) MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

(f) MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

(g) APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

(h) As part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a

resolution adopted by the responsible implementing agency stating the following:

- (1) the commitment of any required matching funds; and
- (2) that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
- (3) that the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- (4) the assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
- (5) that the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
- (6) that the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM; and
- (7) that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and
 - (i) That APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and
 - (j) There is no legal impediment to APPLICANT making applications for the funds; and
 - (k) There is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and
 - (l) APPLICANT authorizes its City Manager, or designee, to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and
 - (m) MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

2. Findings

- (a) The City Council finds that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding; and be it further
- (b) That APPLICANT will provide any required matching funds; and be it further

(c) That APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and be it further

(d) That APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and be it further

(e) That PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and be it further

(f) That APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and be it further

(g) That PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and be it further

(h) That, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised; and be it further

(i) That, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104; and be it further

(j) That, in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency; and be it further

(k) That APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

(l) That APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

(m) That there is no legal impediment to APPLICANT making applications for the funds; and be it further

(n) That there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

(o) That APPLICANT authorizes its City Manager, or designee, to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

(p) That a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

(q) That the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

* * * * *

Certification of Adoption

I certify that the foregoing Resolution No. 2023-__ was duly adopted at a regular meeting of said City Council held on April 26, 2023 by the following vote:

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

Dated _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 VIA: Brian Dossey, City Manager
 MEETING DATE: April 26, 2023
 SUBJECT: Ordinance Amending Subchapter 2.10 Relating to Fireworks

RECOMMENDATION

Staff recommends that the City Council introduce and waive a further reading of the following:

ORDINANCE AMENDING SUBCHAPTER 2.10 OF THE COLMA MUNICIPAL CODE RELATING TO FIREWORKS PURSUANT TO CEQA GUIDELINES 15061(B)(3), 15307, AND 15308

EXECUTIVE SUMMARY

On January 11, 2023, the City Council introduced an ordinance adding Subchapter 2.10 to the Colma Municipal Code relating to fireworks. The ordinance imposed a prohibition on the possession and use of both safe and sane and dangerous fireworks. It also imposed new fine amounts for any individual in possession of or in use of either safe and sane or dangerous fireworks. At the City Council meeting, the City Council inquired about regulating safe and sane fireworks differently than dangerous fireworks, with potentially lower fine amounts for use or possession of safe and sane versus dangerous fireworks. Staff researched this issue under state law and coordinated with the Colma Fire Protection District on this issue. The proposed ordinance before you tonight maintains a prohibition against all fireworks in Town, including both safe and sane and dangerous fireworks, but imposes a distinct lower fine amount if someone is found in possession or in use of safe and sane fireworks. The higher fine amount adopted in January of this year will only apply to dangerous fireworks.

FISCAL IMPACT

There was minimal staff time involved with preparing this Ordinance, and the Town may see increased collection of civil penalties associated with enforcement of the regulations imposed by the prior ordinance adopted in January and the revisions adopted by this most recent version of the ordinance.

BACKGROUND

In recent years, many cities throughout California, including the Town of Colma, have seen an increase in the use of fireworks during the period surrounding the Fourth of July and other major

holidays. This can involve an increase in calls for service to the Police Department or the Town's Code Enforcement staff which puts a strain on the Town's resources. Further, a 2020 Fireworks Annual Report by the U.S. Consumer Product Safety Commission found a 50% increase in injuries from fireworks-related incidents in 2020, compared to 2019. Finally, the National Fire Protection Association reports more than 19,000 fires in the U.S. are caused annually by fireworks.

California law defines "fireworks" as any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. The term "fireworks" includes, but is not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke sparks, aerial bombs, and fireworks kits. As used in the proposed ordinance, "fireworks" includes both "dangerous fireworks" and "safe and sane fireworks," as those terms are defined by the Health and Safety Code.

Generally, violations of the State fireworks law are prosecuted as misdemeanors. Under the Health and Safety Code, state penalties can include up to one year in county jail, and/or a fine of up to \$1,000. These violations are criminal in nature, not civil.

In addition to the state penalties, cities may adopt their own fireworks regulations, which can include outright prohibition and punishment of violations by fines of up to \$1,000 per offense.

ANALYSIS

Staff previously brought forth an ordinance to the City Council for the Town to adopt its own fireworks regulations which a fine amount of up to \$1,000 for the first offense, \$2,000 for a second offence, and \$3,000 for a third offense. The City Council did inquire about setting different fine amounts for safe and sane fireworks since they are inherently less explosive than what is classified as "dangerous" fireworks under state law. To that end, staff has adjusted the ordinance to allow for two fine amounts with the higher fine amounts imposed for use or possession of dangerous fireworks, and lower fine amounts for the use or possession of safe and sane fireworks in the following amounts:

Number of Offenses (in One Year Period)	Amount of Administrative Penalty
First	\$250.00
Second	\$500.00
Third and subsequent	\$750.00

Additionally, in speaking with staff at the Colma Fire Protection District, they have an existing prohibition on the use or possession of safe and sane fireworks in Town. The Town's ordinance is consistent with the Colma Fire Protection District's existing prohibition. At the request of the Colma Fire Protection District, additional authority was provided to the Fire Chief to allow them to seize any fireworks deemed illegal under the Town's Municipal Code so that both agencies have full authority to fine individuals and potentially seize illegal fireworks as needed.

No other changes to the ordinance are being proposed at this time. If the City Council is in favor of fining individuals different lower amounts for safe and sane fireworks and higher fine amounts

for dangerous fireworks, based on the less explosive nature of safe and sane fireworks, the City Council can proceed with introducing the ordinance updating the Town's regulations on fireworks. If the City Council would rather treat all fireworks equally with the same fine amounts being imposed on the use or possession of safe and sane fireworks and dangerous fireworks, the City Council could opt not to introduce the ordinance and maintain its existing firework regulations adopted in January of this year.

ENVIRONMENTAL

The City Council's adoption of this Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The City Council's adoption of the ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

Council Adopted Values

The City Council's introduction and adoption of this Ordinance is *responsible* as it ensures the community is protected from noise, fire risk, and other potential risk that comes along with use or possession of fireworks, while acknowledging the lower risk imposed by safe and sane fireworks.

Alternatives

The City Council could choose not to introduce and adopt the ordinance imposing different fine amounts for dangerous versus safe and sane fireworks. If the City Council declines to introduce and adopt the ordinance, the ordinance the City Council adopted in January of 2023 will remain in place imposing the \$1,000 fine amount on all fireworks regardless of any distinction made under state law for dangerous versus safe and sane fireworks.

CONCLUSION

The City Council should introduce the ordinance per its prior request to consider different fine amounts for safe and sane fireworks versus dangerous fireworks.

ATTACHMENTS

- A. Ordinance



ORDINANCE NO. [X]
OF THE CITY COUNCIL OF THE TOWN OF COLMA
ORDINANCE AMENDING SUBCHAPTER 2.10 OF THE
COLMA MUNICIPAL CODE RELATING TO FIREWORKS PURSUANT TO CEQA
GUIDELINES 15061(B)(3), 15307, AND 15308

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

ARTICLE 1. FINDINGS, PURPOSE AND AUTHORITY.

The City Council of the Town of Colma finds:

(a) The Town of Colma ("Town"), pursuant to the police powers delegated to it by Article XI, Section 7 of the California Constitution, has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

(b) Pursuant to Health and Safety Code section 12541, the Town may enact an ordinance regulating fireworks within its jurisdiction that is compatible with the State Fireworks Law (Health & Safety Code, § 12500 et seq.); and

(c) Illegal and dangerous fireworks create a significant risk of fire and cause increased litter to be deposited into the environment, and prohibiting the use of all fireworks in the Town is necessary to deter the use of such fireworks and avoid fire risk and litter.

(d) The Town desires to enact the present ordinance to regulate the sale, use, and discharge of fireworks, including imposing strict liability against Town residents for unlawful fireworks usage as defined and described herein, in compliance with the State Fireworks Law.

NOW, THEREFORE, the City Council of the Town of Colma does hereby ordain as follows:

ARTICLE 2. The above recitals are hereby adopted as findings of the City Council in enacting this Ordinance.

ARTICLE 3. CMC CHAPTER 2.10 AMENDED.

Subchapter 2.10 of Chapter 2 of the Colma Municipal Code, is hereby amended, to read in full as follows:

"CHAPTER TWO: PROHIBITED ACTIVITIES
Subchapter 2.10: Fireworks

2.10.010 Definitions

For the purpose of this Subchapter, the following words shall have the meaning set forth herein:

(a) "Dangerous Fireworks" means any fireworks classified as such as defined by Sections 12505 and 12561 of the Health and Safety Code and Title 19, Division 1, Subchapter 6 of the California Code of Regulations, pertaining to dangerous fireworks which are hereby incorporated by reference. Dangerous Fireworks are commonly referred to as Illegal Fireworks.

(b) "Fire Chief" means the Fire Chief of the Colma Fire Protection District.

(c) "Fireworks" means both "dangerous fireworks" and "safe and sane fireworks," as those terms are defined by the Health and Safety Code and generally includes any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. The term "fireworks" includes, but is not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke sparks, aerial bombs, and fireworks kits. ~~As used herein, "fireworks" includes both "dangerous fireworks" and "safe and sane fireworks," as those terms are defined by the Health and Safety Code.~~

(d) "Safe and Sane Fireworks" means any fireworks which do not come within the definition of "dangerous fireworks" or "exempt fireworks" as defined by Section 12505 of the Health and Safety Code and Title 19, Division 1, Subchapter 6 of the California Code of Regulations, pertaining to "Safe and Sane Fireworks" which are hereby incorporated by reference. All Safe and Sane Fireworks shall be labeled with the Safe and Sane Fireworks seal authorized by the State Fire Marshal.

(e) "Social Host" means:

(1) Any owner of private property, as listed on the most recent county tax assessment roll;

(2) Any person who has the right to use, possess or occupy a public or private property under a lease, permit, license, rental agreement, or contract; or

(3) Any person who hosts, organizes, supervises, officiates, conducts, or sponsors a gathering on public or private property, and if such person is a minor, then that person's parents or legal guardians.

(f) "Strictly liable" means s liable for a wrongful act irrespective of such person's intent, knowledge, negligence or lack thereof in committing the wrongful act.

2.10.020 Prohibition on Fireworks.

The sale, use, possession, and discharge of Fireworks is prohibited within the Town of Colma. It shall be unlawful for any person to sell, offer for sale, purchase, discharge, or otherwise use Fireworks within the Town of Colma except as provided in this chapter.

2.10.030 Exceptions.

(a) This subchapter does not prohibit the use of fireworks if approved and authorized by the Colma Fire Protection District or conducted by permit granted pursuant to Title 19 of the California Code of Regulations.

(b) This Subchapter does not prohibit the use by railroad or other transportation agencies, or law enforcement agencies, of torpedoes, flares, or fuses for signal purposes or illumination; nor does it prohibit the sale or use of blank cartridges for theatrical or ceremonial purposes, athletic events, or military ceremonies or demonstrations.

2.10.040 Supervision of Minors.

(a) It shall be unlawful for any person having the care, custody or control of a minor (under eighteen (18) years old) to permit such minor to discharge, explode, fire, or set off any Fireworks, at any time.

(b) Any person having care, custody, or control of a minor shall be strictly liable for a violation of this section.

2.10.050 Social Host Liability.

(a) No Social Host shall permit any persons to use Fireworks:

(1) On property that is either owned by the Social Host or occupied or otherwise used by the Social Host pursuant to a lease, permit, license, rental agreement, or contract, or

(2) At any gathering on public or private property that is hosted, organized, supervised, officiated, conducted, or sponsored by the Social Host.

(b) It is the duty of any Social Host who knowingly hosts, permits, or allows any gathering to take place to take all reasonable steps to prevent the use of Fireworks by that Social Host's guests or invitees.

(c) No Social Host shall, with respect to private property where Fireworks are used, be liable for a violation of this section if the Social Host can demonstrate that at the time of such violation, the Social Host (i) had rented or leased the property to another, (ii) was not present, and (iii) had no prior knowledge of the violation.

(d) No person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable under this section for violations occurring in the common areas of the property.

2.10.060 Violations; Administrative Citations and Fines.

(a) Any person violating any of the provisions of this Subchapter as it relates to the possession, use, storage, sale, and/or display of "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of Offenses (in One Year Period)	Amount of Administrative Penalty
First	\$1,000.00
Second	\$2,000.00
Third and subsequent	\$3,000.00

(b) Any person violating any of the provisions of this Subchapter as it relates to the possession, use, storage, sale, and/or display of "safe and sane fireworks" shall be subject to the imposition and payment of an administrative fine or fines as provided below:

<u>Number of Offenses (in One Year Period)</u>	<u>Amount of Administrative Penalty</u>
<u>First</u>	<u>\$250.00</u>
<u>Second</u>	<u>\$500.00</u>
<u>Third and subsequent</u>	<u>\$750.00</u>

(c) Acts, omissions, or conditions in violation of this Subchapter that continue, exist, or occur on more than one day constitute separate violations on each day. Violations continuing, existing, or occurring on the service date of the citation, the effective date of the citation, and each day between the service date and the effective date are separate violations. A person is guilty of a separate offense for each and every day or portion thereof during which he or it commits, continues, or permits a violation of this Subchapter.

(d) Nothing in this Subchapter shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery, and/or transportation of Fireworks.

(e) Any administrative fine collected pursuant to this Section shall not be subject to Health and Safety Code section 12706. The administrative fines collected shall be allocated in compliance with Health and Safety Code section 12557, which requires the Town to provide cost reimbursement to the State Fire Marshal for reimbursement of costs, including, but not limited to, transportation and disposal of dangerous and illegal fireworks. Regulations are to be adopted by the State Fire Marshal setting forth this allocation. Unless and until such regulations have been adopted by the State of California, the Town shall, on behalf of the Fire Chief, hold in trust \$250.00 from any fine collected for "dangerous fireworks" to cover the reimbursement to the State Fire Marshal for the cost of transportation and disposal of the dangerous fireworks. Alternatively, the City Council may adopt and amend a fee to cover such disposal and reimbursement costs by resolution.

2.10.070 Appeal of Administrative Citation and Fines; Hearing Procedures.

The recipient of an administrative citation pursuant to this Subchapter may appeal its validity by complying with all appeals provisions set forth in Division 3 of Chapter 2 of this Code.

2.10.080 Seizure of Fireworks.

The Police Chief, Fire Chief, or designee shall seize, take, remove, or cause to be removed, at the expense of the owner, all stocks of Fireworks offered or exposed for sale, stored, or held in

violation of this Subchapter. Such seizure shall be subject to cost reimbursement to the State Fire Marshal in accordance with Section 2.10.060(e) ~~et~~.”

ARTICLE 4. SEVERABILITY.

If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of this ordinance that can be given effect without the invalid provision or application and, to this extent, the provisions of this ordinance are hereby declared to be severable.

ARTICLE 5. CEQA.

The City Council's adoption of this Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The City Council’s adoption of the ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

ARTICLE 6. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days after its passage and adoption, pursuant to California Government Code section 36937.

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Certification of Adoption

I certify that the foregoing Ordinance No. **XX** was duly introduced at a regular meeting of the City Council of the Town of Colma held on April 26, 2023, and adopted at a regular meeting of the City Council of the Town of Colma held on _____, 2023, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne F. del Rosario, Mayor					
John Goodwin					
Ken Gonzalez					
Carrie Slaughter					
Helen Fiscaro					
<i>Voting Tally</i>					

Dated: _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 VIA: Brian Dossey, City Manager
 MEETING DATE: April 26, 2023
 SUBJECT: Agreement for City Manager Recruitment and Appointment of Ad Hoc Subcommittee

RECOMMENDATION

Staff recommends that the City Council

- (1) Adopt the following:

RESOLUTION APPROVING AN AGREEMENT WITH [RALPH ANDERSEN & ASSOCIATES OR BOB MURRAY & ASSOCIATES] TO CONDUCT A CITY MANAGER RECRUITMENT PURSUANT TO CEQA GUIDELINE 15378;

- (2) Make the following motion:

MOTION TO APPOINT A CITY COUNCIL AD HOC SUBCOMMITTEE TO REVIEW RESUMES AND SCREEN INITIAL CANDIDATES FOR THE CITY MANAGER RECRUITMENT

EXECUTIVE SUMMARY

After City Manager Brian Dossey recently announced his upcoming retirement at the end of August 2023, the City Council recently met in closed session on April 12, 2023 to discuss potential candidate names and to provide direction to staff on researching recruiting firms to be considered in open session at the City Council meeting on April 26, 2023. After reaching out to four firms, two responded and this staff report provides an overview of the two proposals along with pricing for each recruiting firm to conduct a recruitment. A resolution has been included with this agenda item to allow the City Council to approve an agreement with one of the two recruiting firms who responded to staff's request for proposals. Of course, if the City Council would prefer to have a wider selection, the City Council can defer adopting the resolution and provide additional direction to staff on reaching out to other recruiting firms.

The City Council is also being asked to appoint a City Council ad hoc subcommittee of two City Council members to work with the recruiter and City Attorney to review resumes and potentially screen initial candidates for the City Manager recruitment.

FISCAL IMPACT

The cost to hire a recruiting firm to conduct the City Manager recruitment currently ranges from \$29,500 to \$37,500 dependent on the selected firm. There is no cost associated with the City Council's appointment of an ad hoc subcommittee except staff time associated with meeting with the subcommittee.

BACKGROUND AND ANALYSIS

Recruiting Firms

City Manager Brian Dossey recently informed the City Council and community that he will be retiring at the end of August of 2023. In order to begin the recruitment process as early as possible based on the currently vacancy timeline, the City Council provided direction to staff to solicit recruiting firms to conduct a City Manager recruitment.

Under the Town Purchasing Policy contained at Colma Municipal Code Section 1.06.180(a), the Town is authorized to directly negotiate and enter into a contract, without competitive bidding, with a vendor for services in the amount of \$75,000 or less. The estimated cost for recruiting services is well below the \$75,000 threshold so staff did not conduct a formal Request For Proposals to solicit proposals from the various recruiting firms. Although the Municipal Code does allow the Town to directly negotiate with a recruiting firm, Town staff still conducted due diligence and reached out to obtain pricing from the following four recruiting firms:

- Ralph Andersen & Associates
- Bob Murray & Associates
- Avery Associates
- Teri Black & Company, LLC

After reaching out by both email and phone, the Town received two proposals from Ralph Andersen & Associates and Bob Murray & Associates with pricing as follows:

<u>Recruiting Firm</u>	<u>Pricing</u>
Ralph Andersen & Associates	\$29,500 (comprised of a flat fee of \$29,500 which includes expenses)
Bob Murray & Associates	\$37,500 (comprised of a \$30,000 flat fee and an estimated \$7,500 in expenses)

Both firms appear to be offering the President of each recruiting firm to conduct the recruitment. For Ralph Andersen & Associates, they are offering Heather Renschler, the President and CEO, to conduct the recruitment. For Bob Murray & Associates, they are offering Valerie Gaeta Philips, the President, to conduct the recruitment.

Both firms appear to offer similar services including developing a brochure for the position, recruiting candidates, screening candidates, making recommendations, and assisting with final interviews. There is more detail in the Bob Murray & Associates proposal, but the Town has worked with Ralph Andersen & Associates in both 2013 and 2017 and similar services as detailed in the Bob Murray & Associates proposal were provided.

Both firms provide a guarantee that if a candidate resigns or is terminated within the first 12 months of employment, they will conduct a new recruitment for free excluding any basic expenses.

Finally, Ralph Anderson & Associates estimates a 90 day or 3 month turnaround from the time the agreement with the firm is executed, to the time they will present final candidates to the City Council. Similarly, Bob Murray & Associates estimates completing the full recruitment in 13-16 weeks which equates to a 3 to 4 month period.

If the City Council would like to defer action on this item, it can opt to direct staff to solicit additional recruiting firms. As noted above, Town staff did not receive any proposals from Avery Associates or Teri Black & Company, LLC. Further, other recruiting firms recently came to staff's attention, including the following:

- Koff & Associates
- Baker Tilly Public Sector Executive Recruitment

If the City Council wanted Town staff to solicit more proposals, it could defer action on the resolution and provide direction to staff to return at the next City Council meeting after further following up with the firms that did not submit proposals and the new firms which recently were brought to staff's attention.

City Council Ad Hoc Subcommittee

In addition to considering recruiting firms, the City Council is also being asked to select two Councilmembers members to serve on an ad hoc subcommittee to work with the recruiter and City Attorney to review resumes and potentially screen initial candidates for the City Manager recruitment.

ENVIRONMENTAL

The City Council's action to adopt the resolution and appoint an ad hoc subcommittee is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378 as it is more akin to an organizational or administrative activity that will not result in a direct or indirect physical change in the environment.

Council Adopted Values

The City Council's action in adopting a resolution and appointing an ad hoc subcommittee is *visionary* as it looks to the future to ensure a competent City Manager is selected through a transparent recruitment process.

Alternatives

The City Council could defer action on the resolution and/or subcommittee in favor of having staff reach out to additional recruiting firms for pricing and proposals.

CONCLUSION

The City Council should adopt the resolution and select either Ralph Andersen & Associates or Bob Murray & Associates as its selected recruiting firm. The City Council should also, by motion, appoint an ad hoc subcommittee.

ATTACHMENTS

- A. Resolution
- B. Contract
- C. Ralph Andersen & Associates Letter Proposal
- D. Bob Murray & Associates Proposal

RESOLUTION NO. 2023-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION APPROVING AN AGREEMENT WITH [RALPH ANDERSEN & ASSOCIATES
OR BOB MURRAY & ASSOCIATES] TO CONDUCT A CITY MANAGER RECRUITMENT
PURSUANT TO CEQA GUIDELINE 15378;**

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

1. Background

(a) City Manager Brian Dossey recently announced his upcoming retirement at the end of August of 2023.

(b) At the request of the City Council, Town staff solicited four recruiting firms to submit proposals and pricing for a City Manager recruitment.

(c) Under the Town Purchasing Policy contained at Colma Municipal Code Section 1.06.180(a), the Town is authorized to directly negotiate and enter into a contract, without competitive bidding, with a vendor for services in the amount of \$75,000 or less.

(d) The Town received two proposals with one from Ralph Andersen & Associates and one from Bob Murray & Associates. Both recruiting firms are qualified to conduct a City Manager recruitment.

2. Approval and Authorization

(a) The agreement for City Manager recruiting services between the Town of Colma and [Ralph Andersen & Associates or Bob Murray & Associates], a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.

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

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Certification of Adoption

I certify that the foregoing Resolution 2023-__ was duly adopted at a regular meeting of said City Council held on April 26, 2023 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne F. del Rosario, Mayor					
John Irish Goodwin					
Ken Gonzalez					
Carrie Slaughter					
Helen Fisicaro					
<i>Voting Tally</i>					

Dated _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

**TOWN OF COLMA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 20____ by and between the Town of Colma, a public agency organized and operating under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town"), and *****INSERT NAME*****, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** with its principal place of business at *****INSERT ADDRESS***** (hereinafter referred to as "Consultant"). Town and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

(hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

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

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Town and executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. [Insert Term or Time of Performance].

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). **[If the Town has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein,

Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

(ii) Defense costs shall be payable in addition to the limits.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in

excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Town's choosing), indemnify and hold the Town, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action,

costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Town, its officials, officers, employees, agents, or volunteers.

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any

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

14. Verification of Employment Eligibility.

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

[Delete the following title and insert "Reserved", if not applicable.]

15. Town Material Requirements.

Consultant is hereby made aware of the Town's requirements regarding materials, as set forth in **[Insert the name of the document that contains the Town's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

TOWN:

Town of Colma
1198 El Camino Real
Colma, CA 94014

CONSULTANT:

[**INSERT NAME, ADDRESS & CONTACT PERSON**]

Attn: [**INSERT NAME & DEPARTMENT**]

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or

contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. Town's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Federal Requirements *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]**

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF COLMA
AND [***INSERT NAME***]**

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

TOWN OF COLMA

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT TITLE]

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

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

EXHIBIT C
Activity Schedule

EXHIBIT D
Federal Requirements



April 20, 2023

Mayor Joanne F. del Rosario
and Members of the City Council
Town of Colma
1198 El Camino Real
Colma, California 94014

Via Email: Christopher.diaz@bbklaw.com

Dear Mayor del Rosario and Members of the City Council:

We are pleased to submit this brief Letter Proposal to recruit for the position of City Manager for the Town of Colma. We will *facilitate the recruitment process* and professionally *add value* to the entire recruitment and selection process.

Much of our recruitment activities are handled via video meetings, thus facilitating a much more efficient and effective recruitment process. If awarded this search, Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates, will be the Project Director. Ms. Renschler will also have the full resources of the firm available to assist her as needed.

Recent City Manager Related Search Engagements

Familiarity with the Town of Colma – Ralph Andersen & Associates assisted the City Council in the recruitment for City Manager in 2013 and 2017. Ms. Renschler was the Project Director on both searches.

Expansive network of City Manager Searches (In-State and Nationally) – We have one of the strongest track records of conducting City Manager searches. The first listing included here is for recruitments conducted in California since 2020, followed by our out-of-state engagements:

California Recruitments:

- Artesia, CA – City Manager (2022)
- Barstow, CA – City Administrator (2021)
- Bishop, CA – City Administrator (2020)
- Calabasas, CA – City Manager (2021)
- California City, CA – City Manager (2022)
- Citrus Heights, CA – City Manager (2022)
- Compton, CA – City Manager (2022)
- Coronado, CA
 - Assistant City Manager (2022)
 - City Manager (2021)
- Eastvale, CA – City Manager (2022)
- El Segundo, CA – City Manager (2022)

S e r v i n g P u b l i c S e c t o r C l i e n t s S i n c e 1 9 7 2

- Emeryville, CA – City Manager (2022)
- Encinitas, CA – City Manager (2020)
- Fairfax, CA – Town Manager (2021)
- Foster City, CA – City Manager (2022)
- Goleta, CA – City Manager (2022)
- Grand Terrace, CA – City Manager (2021)
- Gustine, CA – City Manager (2022)
- Huntington Beach, CA – City Manager (2022)
- Indio, CA – City Manager (2021)
- La Palma, CA – City Manager (2020)
- La Verne, CA – City Manager (2022)
- Lincoln, CA – City Manager (2022)
- Los Altos, CA – City Manager (2021)
- Mill Valley, CA – City Manager (2020 & 2022)
- Modesto, CA – Deputy City Manager (2022)
- Nevada City, CA – City Manager (2022)
- Norco, CA – City Manager (2022)
- Oakland, CA – City Administrator (2020 & Current Search)
- Orange, CA – City Manager (2022)
- Palm Desert, CA – City Manager (2021)
- Palm Springs, CA
 - Assistant City Manager (2021)
- Palos Verdes Estates, CA – City Manager (2022)
- Riverside, CA – City Manager (2022)
- Rossmoor, CA (Golden Rain Foundation) – General Manager (2022)
- Santa Monica, CA – City Manager (2021)
- Sierra Madre, CA – City Manager (2021)
- Solvang, CA – City Manager (2023)
- Stockton, CA – Deputy City Manager II (Two Placements) (2020)
- Upland, CA – City Manager (2021)

National Recruitments:

- Austin, TX – Assistant City Manager for Health & Environment / Culture & Lifelong Learning (2021)
- Avondale, AZ – City Manager (2022)
- Burleson, TX – Deputy City Manager (2021)
- Charlotte, NC – Assistant City Manager (2022)
- Cottonwood, AZ – City Manager (2023)
- Goodyear, AZ – Deputy City Manager (2022)
- Green Valley Recreation, Inc. – Chief Executive Officer (2020)
- Lewisville, TX – City Manager (2021)
- Miami Beach, FL – City Manager (2021)
- Naples, FL – City Manager (2022)
- Oro Valley, AZ – Town Manager (2023)
- Powell, OH – City Manager (2020)
- Queen Creek, AZ – Assistant Town Manager (Finalists Selected)
- The Woodlands Township, TX – President and General Manager (2020)
- Vancouver, WA
 - Deputy City Manager – Community and Economic Development (2021)
 - Deputy City Manager for Enterprise Services (2021)

Project Staffing

Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. ***Ms. Heather Renschler will serve as Project Director and lead consultant on this recruitment effort.***

Ms. Heather Renschler, Project Director

Ms. Renschler has been with Ralph Andersen & Associates for more than 38 years and is the firm's President/CEO. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for the last 26 years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. She is experienced at working with boards, city councils, staff members, and selection committees in the recruitment and selection process.

Ms. Renschler has extensive experience in conducting public sector recruitments and, as a result, has developed a network of contacts and potential candidates on a national basis. Ms. Renschler has had significant involvement in city manager related searches over an extended period of time, and as a result, has an extensive network from which to attract potential candidates.



Prior to joining Ralph Andersen & Associates, Ms. Renschler had extensive private sector experience in the areas of construction management, health care, and public accounting.

Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism and obtained a Bachelor's degree in Public Administration from the University of San Francisco.

Paraprofessional and Support Staff

Paraprofessional, graphics, and support staff will provide administrative support to the consultant team on recruitment assignments. These may include Ms. Diana Haussmann, Ms. Christen Sanchez, Ms. Hannah Jones, Ms. Teresa Heple, Ms. Karen AllGood, and Ms. Tina Keller.



Approach to Executive Search

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 51 years.

We feel that the key elements of the *full search* process, which can be tailored to fit the specific needs of the Town, should include:

- Developing a comprehensive position profile (utilizing the recruitment brochure prepared for the 2017 City Manager search) based upon information obtained in various meetings (*conducted via videoconferencing*) with the Mayor and City Council, and other designated Town staff.
- Reviewing current compensation and recommending changes based upon market and competitive conditions, if desired by the Mayor and City Council.
- Extensive personal outreach to highly qualified candidates focused primarily on the Bay Area although candidates throughout California and beyond may still consider applying.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, the Internet, and professional contacts throughout California, the western region, and across the nation.

- A screening process that narrows the field of candidates to those that most closely match the needs of the Town and is based on screening interviews with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Candidates would be screened via video technology to determine their overall "match."
- Delivering a product in the form of a search report that recommends a top group of candidates and provides the Mayor and City Council with detailed information about their backgrounds and experience.
- Assistance during the interview and selection process and in the negotiation of a compensation package.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Project Timing

We anticipate a timeframe of approximately 90 days (or less) from the execution of the agreement between the Town and Ralph Andersen & Associates to when the finalists are presented for an interview. Negotiation with the top candidate will take an additional week after finalist interviews.

Due to prior commitments by the Project Director, it is anticipated that kick-off meetings would not begin until mid-May.

Project Cost

The recruitment efforts for a new City Manager will be a comprehensive search process with a focus in California. The review of resumes and qualifications will be conducted on all candidates that submit giving the Town the ability to select from a broad field of qualified candidates. **The professional services fee (inclusive of expenses*) to perform the City Manager search will be the fixed fee of \$29,500.**

***Note** – Expenses included in this fixed fee include such items as advertisements, consultant interaction (anticipated to be done 100% through videoconferencing with exception of finalist interviews), clerical, research, graphic design, printing (documentation submitted using file-sharing software), postage and delivery, verifications and Internet and Lexis/Nexis searches on the top candidates. References will be conducted on the top candidate during the final stage of the process.

Invoicing – Ralph Andersen & Associates will bill the Town in four installment payments as follows:

- Following kick-off and finalization of recruitment brochure - \$8,850
- After the closing date - \$8,850
- After finalist interviews - \$8,850
- Upon placement - \$2,950

Progress payments will be due upon receipt.

Brochure – A full color digital brochure will be developed for this position. All pictures will be the responsibility of the Town. Samples of a wide variety of brochures are available on the firm’s website (www.ralphandersen.com). The Town will also be responsible for ensuring that there are no copyright restrictions on the photographs supplied to Ralph Andersen & Associates and that the Town will agree to pay any and all related charges or fines if a copyright violation is incurred either during the search itself or subsequently.

Exclusions – The Town of Colma will be responsible for all candidate expenses related to any on-site interviews.

Ralph Andersen & Associates’ Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If, within a one-year period after appointment, the City Manager of the Town of Colma resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The Town would be expected to pay for the reimbursement of all incurred expenses.

If a placement is not made in the first outreach effort, the Consultant will conduct a second outreach effort with no charge for Professional Services. The Town would be expected to pay for all incurred expenses.



Should you need any additional information, please feel free to call Ms. Renschler at (916) 630-4900 (office) or (916) 804-2885 (cell).

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates



A Proposal to Conduct an Executive Recruitment
for the Position of
CITY MANAGER
on behalf of the
TOWN OF COLMA



1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

April 19, 2023

MAYOR JOANNE F. DEL ROSARIO
& CITY COUNCIL
TOWN OF COLMA
1198 EL CAMINO REAL
COLMA, CA 94014

Submitted Via Email: Christopher.diaz@bbklaw.com

Dear Mayor del Rosario and Members of the City Council:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Manager recruitment for the Town of Colma. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms by capitalizing on our decades of experience and vast network of contacts. As a minority and woman owned firm, Bob Murray & Associates' places diversity, equity, and inclusion at the forefront of each recruitment. We recognize the importance of meeting each client's unique recruitment needs and building a plan together to establish success. Our expertise ensures that the candidates we present to the Town of Colma will match the criteria you have established, be a positive addition to your organization, and be outstanding in their field.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council in finding the Town of Colma's next City Manager. Our best practice is to establish a strong partnership with the Council, to ensure the placement of a City Manager who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the Council individually to discuss their expectations for the Town of Colma's new City Manager. The feedback received from Council will be essential in providing guidance when recruiting and screening candidates for the position.

With respect to the City Manager recruitment and the Town of Colma, Bob Murray & Associates has placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the California cities of Auburn, Clayton, Merced, Rio Vista, San Bruno, San Marino, San Rafael, San Ramon, Ventura, and Yountville. We are also currently conducting the Assistant City Manager recruitment on behalf of the City of Belmont, CA. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the Town of Colma's next City Manager.

Recent City Manager recruitments we have completed similar in size and scope to your upcoming search include the following:

2023

Gonzales, CA
Downey, CA
Moraga, CA
Piedmont, CA
Santa Clara, CA

Irvine, CA
Laguna Beach, CA
Los Altos Hills, CA
Los Banos, CA
Marion, IA (Deputy City Manager)
Mt. Shasta, CA
Orinda, CA
San Carlos, CA (Assistant City Manager)
San Clemente, CA
Santa Barbara, CA (Assistant City
Administrator)
Scotts Valley, CA
Selma, CA
Sonoma, CA
South Pasadena, CA
Willits, CA

2022

Calistoga, CA
Monterey County, CA (County Administrative
Officer)
Livermore, CA
Placer County, CA (County Executive Officer)
Rohnert Park, CA
St. Helena, CA
Sonoma County, CA (County Administrator)
Yolo County, CA (County Administrator)

2020

Fairfield, CA (Assistant City Manager)
Healdsburg, CA
Imperial, CA
Jurupa Valley, CA (Assistant City Manager)

2021

Carpinteria, CA (Assistant City Manager)
Cathedral City, CA (Assistant City Manager)
Cudahy, CA
Gridley, CA (City Administrator)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Valerie Gaeta Phillips, who conducts the majority of our City Manager and Assistant City Manager recruitments. Ms. Gaeta Phillips is highly experienced in guiding elected bodies through the decision-making process and would not only direct and supervise the project team from beginning to end but also serve as your Recruiter.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 17 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding a positive placement, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the City Manager will lead to superlative results for the Town of Colma. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the Town of Colma's needs will be key to a successful search. Valerie Gaeta Phillips will meet with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the Town of Colma.

Ms. Gaeta Phillips will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and Ms. Gaeta Phillips will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the Town of Colma desires, we will work with the City Council to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Gaeta Phillips and your dedicated Recruitment Coordinator will use the candidate profile developed with the Town of Colma to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the Town of Colma that you feel best represent your organization and your community.

Upon your approval, Ms. Gaeta Phillips will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits

weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Gaeta Phillips will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Manager field.

Suggested City Manager-specific advertising sources for the Town of Colma's search include:

- ICMA Newsletter
- California City Management Foundation
- League of Women in Government
- California City News

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Gaeta Phillips will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the Town of Colma, to maximize the potential for individuals from a wide variety of backgrounds, cultures, physical abilities, life experiences, and gender to be considered for the City Manager position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Gaeta Phillips will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Gaeta Phillips will discuss with the City Council how the Town of Colma wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Gaeta Phillips will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Ms. Gaeta Phillips will explore each candidate's background and experience as it relates to the City Manager position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Ms. Gaeta Phillips will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Gaeta Phillips, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Gaeta Phillips to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Gaeta Phillips will recommend a limited number of candidates for your further consideration. She will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the Town of Colma to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Council and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Gaeta Phillips helps the Town of Colma to design.

Ms. Gaeta Phillips will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Gaeta Phillips and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Gaeta Phillips knows what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the Town of Colma's. She will be available to advise you regarding

current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the Town of Colma, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Ms. Gaeta Phillips on behalf of the Town of Colma.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Gaeta Phillips will be available to the Town of Colma by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the City Manager recruitment on behalf of the Town of Colma is \$30,000. Services provided for in this fee consist of all steps outlined in this proposal, including three (3) meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the Town of Colma. Therefore, Ms. Gaeta Phillips will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The Town of Colma will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,500. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the Town of Colma.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the Town of Colma.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$30,000
Reimbursable Expenses <i>Example costs and approximate amounts include:</i>	
Brochure Design and Printing (\$1,275)	
Advertising (\$3,100)	\$7,500
Background Checks – 3 candidates (\$550)	
Consultant Travel (\$2,000)	
Other expenses – supplies, shipping, clerical (\$575)	
Not-to-Exceed Total	\$37,500

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

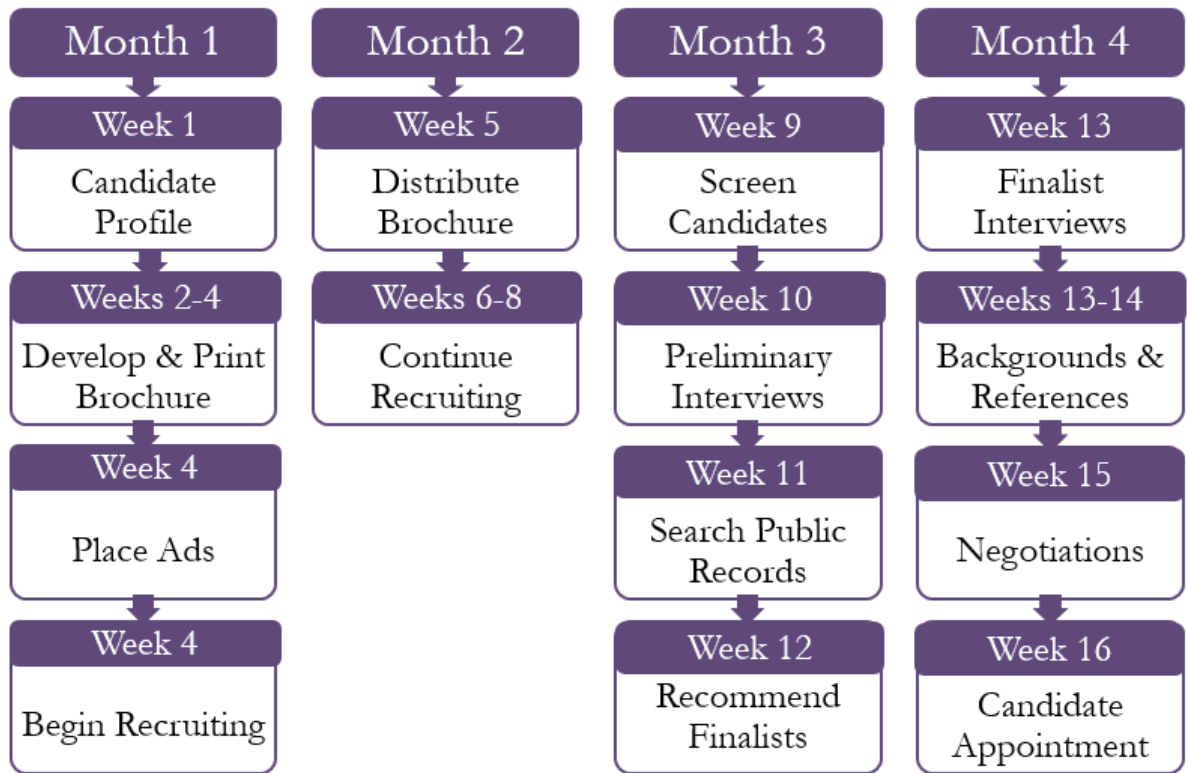
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the Town of Colma with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the Town of Colma's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with Town of Colma. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of fifteen (15):

- ✦ Bob Murray, *Founder*
- ✦ Valerie Gaeta Phillips, *President*
- ✦ Gary Phillips, *Executive Vice President*
- ✦ Joel Bryden, *Vice President*
- ✦ Yasmin Beers, *Senior Executive Recruiter*
- ✦ Carmen Valdez, *Senior Executive Recruiter*
- ✦ Adele Fresé, *Senior Executive Recruiter*
- ✦ Bryan Hill, *Senior Executive Recruiter*
- ✦ Stacy Stevenson, *Senior Executive Recruiter*
- ✦ Deanna Cantrell, *Executive Recruiter*
- ✦ Alexandria Kopack, *Recruitment and Operations Manager*
- ✦ Kathy Lolas, *Senior Recruitment Coordinator*
- ✦ Stephanie Marshall, *Recruitment Coordinator*
- ✦ Stacy Conley, *Recruitment Coordinator*
- ✦ Gini Herndon, *Contracts Administrator/Bookkeeper*

BOB MURRAY, FOUNDER

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of

fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

JOEL BRYDEN, VICE PRESIDENT AND RECRUITER

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2013.

Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 100 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

CARMEN VALDEZ, SENIOR EXECUTIVE RECRUITER

Carmen Valdez provides executive recruitment and human resource services to municipal government agencies and non-profits. She has more than 25 years' experience in team-building, executive search, general human resources, classification and compensation, testing, policy

development, performance management, organizational development, discipline, and other employee relations activities.

Carmen has most recently been consulting with Municipal Resource Group, prior to which she spent over 30 years with the City of Milpitas, a Silicon Valley city of 70,000 residents. In this capacity, she was responsible for collective bargaining, PEPRA and Affordable Care Act implementation, modernizing Human Resource services to improve efficiencies and reduce costs, revamping the Workers Compensation service delivery and completing a City-wide strategic plan. Carmen also spent almost 2 years as the Director of Recreation Services.

In addition to her significant experience in the public sector, Carmen earned a Bachelor of Arts degree in Business from University of Phoenix. She is also a member of Local Government Hispanic Network and League of Women in Government. She is an avid runner and enjoys giving back to her community.

ADELE FRESÉ, SENIOR EXECUTIVE RECRUITER

Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as a Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

BRYAN HILL, SENIOR EXECUTIVE RECRUITER

Chief Bryan Hill (ret.) spent over 30 years serving as a public safety leader in the San Francisco Bay Area. During his career, he worked for three appreciably different East Bay cities and developed and led several regional programs providing him a broad perspective of local government. Much of Bryan's career was spent working in a wide variety of leadership and executive level roles. As a police chief and city department head he was known for a progressive and principled leadership approach.

Throughout his career, Bryan emphasized community engagement. As a municipal government executive, he was dedicated to establishing lasting community partnerships, building strong teams, and continues to participate in leadership development.

Bryan received the California Police Officer's Association Award of Distinction for his efforts in developing regional partnerships that increased efficiencies, professionalism and service to the community. Bryan received his Bachelor of Arts degree in Social Science from California State University, Sacramento and he earned a Master of Science in Organizational Leadership. He is a graduate of the FBI National Academy and holds a California POST Executive Certificate.

STACEY STEVENSON, SENIOR EXECUTIVE RECRUITER

In Ms. Stevenson's 32 years of service in municipal government, she worked for the California cities of San Diego, National City, and Murrieta. Ms. Stevenson began her professional career in City of San Diego as a Personnel Analyst and went on to work in the Personnel, Metropolitan Wastewater, Engineering, and Contracting departments; as well as the City Manager's office, progressing from Analyst to Deputy Director. She also assumed special projects such as the creation and opening of the City's neighborhood service centers and Liaison to the City Council.

From San Diego she joined the City of National City where she served as the Director of Human Resources, the Director of Administrative Services, and Deputy City Manager. She oversaw Community Services, Finance, Human Resources, and Information Technology; and managed special projects such as the balloting and passage of the City's local sales tax and the implementation of a new payroll module.

In the City of Murrieta, Ms. Stevenson served as Administrative Services Director and Deputy City Manager, again overseeing Community Services, Finance, Human Resources and Information Technology and managing special projects. Ms. Stevenson has also served as a commissioner on both the Child Care and Civil Service Commissions for the City of Chula Vista.

Ms. Stevenson holds a Bachelor's degree in Industrial Organizational Psychology as well as a Master of Business Administration degree with an emphasis in Human Resource Management.

DEANNA CANTRELL, EXECUTIVE RECRUITER

Deanna Cantrell brings 28 years of municipal government passion and experience to Bob Murray & Associates as an executive recruiter. Deanna is recognized as a prominent driver of public safety leadership, innovative and evidence-based problem solving, advancing trust and community building, and developing leaders. She has a proven record for exceptional communication, talented public speaking, forward thinking policing, strategic planning, staff development, mentoring, and coaching.

Deanna was the Chief of Police for the City of Fairfield, California for over two years. Prior to that, Deanna served almost five years as the Chief of Police in San Luis Obispo (SLO) California, and over 21 years with the Mesa, Arizona Police Department where she moved through the ranks from Officer to Assistant Chief.

Deanna has built a deep-rooted history of building trust with the community, improving employee health and wellness, and advancing meaningful police transformation. Deanna has developed numerous testing processes, has assisted in over 20 executive recruitments, and is gifted in mentoring, coaching and recognizing and developing talent. She served for four years

as the Co-Chair for the California Women Leaders in Law Enforcement (WLLE) and is the WLLE Foundation Board President, also chairing the mentoring committee. Deanna served for six years on the California Police Chiefs Association Board. She is currently an Executive Fellow for the National Policing Institute and is on the Board for Police2Peace. In 2018 Deanna was selected as the 24th District, California Congressional Woman of the year, and in 2022, Women Leaders in Law Enforcement established the Deanna Cantrell Exceptional Leadership award.

Deanna holds a Bachelor of Science in Education and a Master of Administration from Northern Arizona University. She has an Executive Development Certificate from CA POST, teaches Advancing Ethical Leadership for CA POST through Cal State Long Beach, and is a graduate of Northwestern University Police Staff and Command School where she is also an adjunct faculty member, teaching policy, executive image, strategic planning, internal conflict.

Deanna enjoys the arts, playing the guitar, golfing, and growing future leaders.

ALEXANDRIA KOPACK, RECRUITMENT AND OPERATIONS MANAGER

Alex is the Recruitment & Operations Manager with Bob Murray & Associates, and partners closely with each executive recruiter to support both clients and candidates through the entire recruitment process. Alex offers support to the recruitment coordinators by ensuring each employee has the tools necessary for success within the firm. She also posts available positions to job boards, schedules interviews, conducts background checks on candidates, and creates marketing materials for each search.

Alex graduated with a bachelor's degree in Business Administration from Boise State University. She has several years of experience in many different office settings and is eager to assist in the hiring process.

In her spare time, Alex enjoys spending time with her husband, family, and poodle (Theo), as well as playing tennis whenever weather allows.

KATHY LOLAS, SENIOR RECRUITMENT COORDINATOR

Kathy recently joined the Bob Murray & Associates team after eight years of retirement. She is serving as a Recruitment Coordinator and brings over 30 years of experience from the residential real estate, state government, and life coaching industries. As a Recruitment Coordinator, Kathy partners closely with executive recruiters to provide support to candidates and clients throughout the recruitment process. She assists with scheduling, conducting background checks, creating marketing materials, and posting advertisements for open recruitments.

Kathy returned to graduate school in 2015, earned her Master's degree and launched a private life-coaching practice. She is known for her outgoing personality, attention to detail and collaborative approach to successfully completing executive recruitments. In her free time, Kathy enjoys playing jazz piano, travel, boating, and playing with her poodle, "Rocky".

STEPHANIE MARSHALL, RECRUITMENT COORDINATOR

Stephanie serves as a Recruitment Coordinator with Bob Murray & Associates, partnering closely with executive recruiters to support clients and candidates through the recruitment process. She assists with scheduling interviews, creating marketing materials, posting advertisements, and conducting background checks, as well as many other administrative tasks that contribute to the success of each recruitment.

Stephanie graduated with a Bachelor's degree in Anthropology and earned a Paralegal certification from the University of California, Davis. She's worked in various offices before her time at Bob Murray & Associates and is excited to assist in the hiring process.

During her free time, Stephanie enjoys spending time with family, reading high fantasy novels, and being out on the water.

STACY CONLEY, RECRUITMENT COORDINATOR

Stacy serves as a Recruitment Coordinator with Bob Murray & Associates, working with executive recruiters to support candidates and clients through the recruitment process. She assists with creating marketing materials, posting advertisements, conducting background checks, and scheduling interviews along with many other administrative tasks that contribute to the success of the firm.

Stacy graduated from Heald Business College with an Associate's Degree in Office Administration, and brings prior experience to Bob Murray & Associates as a Recruiting Coordinator and Executive Assistant. She's worked in many administrative roles prior to joining the firm and is eager to assist in the hiring process. In her free time, Stacy enjoys hiking, spending time with family, and training her Rottweiler-Husky mix "Reign".

GINI HERNDON, CONTRACTS ADMINISTRATOR/BOOKKEEPER

Ms. Gini Herndon is the Contracts Administrator/Bookkeeper at Bob Murray & Associates. Ms. Herndon is the first point of contact at Bob Murray & Associates and has an extensive administrative background in business law.

Ms. Herndon is known for her collaborative approach as she works closely with our internal team and clients to ensure a successful search. As a first point of contact, Ms. Herndon is highly professional and maintains a high level of confidentiality and sensitivity.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like Town of Colma:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*
- National Forum for Black Public Administrators (NFBPA) – *Committee member for Marketing and Branding*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month; and
- “The Next Step on Your Career Ladder: A Rung Up or a Missed Step? What City Managers are Seeking to Create a Dream Team,” Bob Murray & Associates is a leading participant on the MMANC 2019 Conference Panel

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT: Bay Area Air Quality Management District
POSITION: District Counsel
POSITION: Executive Officer
REFERENCE: Mr. John Bauters, Chair of the Board
(415) 999-7932
Mr. John Chiladakis, Interim Chief Administrative Office
(415) 760-1760

CLIENT: City of Milpitas, CA
POSITION: Deputy City Manager
REFERENCE: Ms. Ashwini Kantak, Assistant City Manager
(408) 586-

CLIENT: City of Santa Clara, CA
POSITION: City Attorney
POSITION: City Manager
REFERENCE: Vice Mayor Sudhanshu “Suds” Jain
(408) 499-2955
Ms. Aracely Azevedo, Director of Human Resources
(408) 615-2161

*We appreciate the Town of Colma’s consideration of our proposal
and look forward to working with you.*





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Pak Lin, Administrative Services Director
 VIA: Brian Dossey, City Manager
 MEETING DATE: April 26, 2023
 SUBJECT: FY 2023-24 Budget Study Session

RECOMMENDATION

This item is a study session for informational purposes only. No City Council action is required; however, staff seeks City Council feedback and direction on:

- Programs included in the FY 2023-24 Budget
- Authorization to use unassigned general fund reserves to bridge the gap in FY 2023-24 for capital needs.

EXECUTIVE SUMMARY

Part of the annual budget process includes the review of the preliminary budget for the new fiscal year—the first of three budget study sessions. Feedback from the budget study sessions impacts the development of the proposed budget, scheduled for presentation on May 24, 2023.

The FY 2023-24 preliminary budget projects total revenues to be \$21.4 million, with \$19.4 million in the general fund. The FY 2023-24 expenditure budget is \$21.4 million, with \$15.6 million in the general fund. The Town expects an operating surplus in the general fund operations (fund 11) in the amount of \$0.3 million and a drawdown in general fund reserves (fund 12) in anticipation of leave payout arising from retirements in FY 2023-24.

The preliminary budget also includes the following changes and key initiatives:

- 24/7 dispatch operation effective July 1, 2023
- Increase in City Manager compensation
- Addition of Accounting Manager
- Operating costs in preparation for the 100th Year Celebration
- Addition of Election Consultant
- Continue 100% contribution to 115 Trust per Unfunded Liability study.

The City Council will be asked for their comments and review of the FY 2023-24 Budget. There will be three more presentations to the City Council on the FY 2023-24 Budget. Those presentations are scheduled for, May 10 (Presentation of FY 2023-24 thru FY 2028-29 Capital

Program), May 24 (Presentation of 2023-24 Proposed Budget), and June 14 (Council Review and Adoption of 2023-24 Proposed Budget).

FISCAL IMPACT

City Council review and direction on the FY 2023-24 Budget and Financial Plan preliminary report will not impact the current FY 2022-23 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.

The FY 2023-24 budget development began on March 20, 2023, when the budget instructions and development guidelines were communicated to all departments. The departments were instructed to hold the line and adjust for inflation. Increases were instructed to be presented separately.

ANALYSIS

The Town's preliminary budget is as follows:

Table 1: Summary of Activities		Special		Vehicle		Enterprise	
Town-wide Financial	General Funds	Revenues & Debt Funds	Capital Funds	Replacement Fund	Funds	Total	
FY 2023-24							
Operating Activities							
Revenues	\$ 19,367,714	\$ 353,184	\$ 174,725	\$ 250,000	\$ 1,270,570	\$ 21,416,192	
Expenditures	19,570,510	590,914	0	0	1,200,554	21,361,978	
Operating Surplus / (Deficit)	(202,797)	(237,730)	174,725	250,000	70,016	54,214	
Net Transfers In/(Out)							
Debt Service (43)	(298,759)	298,759	0	0	0	0	0
Sewer Operations (81)	(168,670)	0	0	0	168,670	0	0
Parking Enforcement (29)	(81,155)	81,155	0	0	0	0	0
Capital Program (31, 32)	0	0	0	0	0	0	0
Net Transfers In/(Out)	(548,584)	379,914	0	0	168,670	0	
Fund Surplus / (Deficit)	(751,381)	142,184	174,725	250,000	238,686	54,214	
"Change in Fund Balance"							

The General Fund (Table 1 above) shows an operating deficit of \$202,797. This is the result of anticipated retirements in FY 2023-24, which will draw down on the accrued leave payout reserve. Just looking at General Fund Operations budget (Fund 11), the Town is expecting an operating surplus of \$303,990.

Special Revenues & Debt Funds include state and local street and public safety grants that are designated for specific purposes. Gas Tax (21), Measure A (22), and Measure W (26) are

designated for streets and roadway maintenance and improvements. COPS/SLESF fund (29) are designated for law enforcement. Additionally, the Town transfers \$299,000 of General Fund monies to pay for the Town Hall renovation Certificate of Participation (debts). Beginning in FY 2023-24, the Town's General Fund will need to support the parking enforcement operation, as Fund 29 reserves have been depleted.

Capital Funds and Vehicle Replacement Funds will be addressed in the next budget study session, which will focus on CIP requests for the next three years.

The Enterprise Funds include an operating surplus of \$6,327 in sewer and \$63,689 in city properties. Beginning FY 2022-23, the Town charged an annual \$250,000 of collection fee to be used for sewer infrastructure repairs and improvements. The fee was phased in with general fund supporting 25% of the fee in FY 2022-23, 50% in FY 2023-24, and 75% in FY 2024-25. Beginning FY 2025-26, the \$250,000 collection fee will be assessed based on water usage.

General Fund Revenues

Table 2: Revenues Summary General Fund 11	[a]		[b]	[a]-[b]	[b]/[a]	[c]	[c]-[b]	[c]/[b]-1
	2022-23 Budget	Actual Thru Mar 23	2022-23 Estimate	Available Budget \$	%	2023-24 Proposed	Change in Budget \$	%
Revenues by Categories								
Sales tax	13,081,000	8,283,390	13,400,000	(319,000)	102%	13,600,000	200,000	1%
Cardroom tax	4,200,000	2,671,091	4,071,091	128,909	97%	4,200,000	128,909	3%
Property and other taxes	788,190	548,834	844,464	(56,274)	107%	811,550	(32,914)	-4%
Licenses and permits	308,106	186,360	252,909	55,197	82%	231,114	(21,795)	-9%
Fines and forfeitures	94,000	78,597	78,397	15,603	83%	99,472	21,075	27%
Use of money and property	301,902	169,302	106,452	195,450	35%	111,702	5,250	5%
Revenues from other agencies	48,020	29,266	45,666	2,354	95%	44,287	(1,379)	-3%
Charges for current services	107,637	42,033	78,119	29,518	73%	96,302	18,183	23%
Allocations	-	-	-	-	na	-	-	n/a
Other revenues	56,000	67,061	109,458	(53,458)	195%	64,200	(45,258)	-41%
Total Revenues	18,984,855	12,075,933	18,986,555	(1,700)	100%	19,258,627	272,071	1%

Sales tax and cardroom tax revenues continue to be the main sources of revenue for the Town. By June 30, 2023, the Town anticipates total sales tax revenues will be close to \$13.4 million and \$4.1 million for cardroom tax revenues. Both revenue sources fluctuate with the market and consumer confidence. With the rise of inflation, goods and services are more costly and the corresponding sales tax also increased. Consequently, when consumer purchasing power decreases, they spend less in discretionary spending like the cardroom resulting in less than favorable results in FY 2022-23, \$129,000 less than budget. But staff estimates that cardroom tax revenues will reach the historical average of \$4.2 million and sales tax will increase to \$13.6 million in FY 2023-24.

General Fund Expenditures

	[a]		[b]	[a]-[b]	[b]/[a]	[c]	[c]-[b]	[c]/[b]-1
Table 3: Expenditure Summary General Fund 11	2022-23 Budget	Actual Thru Mar 23	2022-23 Estimate	Available Budget \$	%	2023-24 Proposed	Change in Budget \$	%
Expenditures by Category								
Salaries, Wages, & Benefits	11,933,406	7,832,622	11,719,309	(214,097)	-2%	12,193,068	473,759	4%
Supplies & Services	1,916,598	724,555	1,948,335	31,737	2%	2,249,033	300,698	15%
Professional & Contract Services	3,972,779	1,712,448	3,979,279	6,500	0%	4,235,534	256,256	6%
Capital Outlay	43,500	5,217	25,822	(17,678)	-41%	27,000	1,178	5%
ISF Allocation	250,000	-	250,000	-	0%	250,000	-	0%
Total Expenditure by Category	18,116,283	10,274,842	17,922,745	(193,538)	-1%	18,954,636	1,031,891	6%

The FY 2023-24 preliminary budget is \$1.03 million more than the FY 2022-23 Estimated Actual. Salaries, wages, & benefits increased by \$473,759 from \$11.7 million in FY 2022-23 Estimate to \$12.2 million in FY 2023-24 budget. The main changes are as followed:

- Increase in 1.0 dispatch personnel (\$121,000) to move to 24/7 operations in compliance with CalOES requirements;
- Increase in City Manager's full compensation (\$65,000, fully-burdened) to offer flexibility for the City Council to hire the next City Manager;
- Addition of a new accounting manager (\$280,000, fully-burdened) to strengthen the Town's finance department and improve on financial resilience and sustainability;
- Increase in pension, health, and other benefits cost (\$334,000) per market rate; and
- Reduction in total OPEB contribution per Actuarially Determined Contribution (\$326,000).

The change in Supplies & Services is \$300,698, bringing the FY 2023-24 budget to \$2,249,033 from \$1.9 million in FY 2022-23 Estimated Actual. The main reasons of the increase include matching the FY 2023-24 budget to FY 2022-23 Budget (\$174,000) and CPI adjustment due to high inflationary rate (\$91,000). The Supplies & Services also includes \$71,000 budget for special events and commemorative gifts in preparation for the 100th Year Celebration.

The next larger increase is in Professional & Contractual services, in the amount of \$256,256. Half of the increase (\$194,000) is in insurance coverage. The remaining are CPI adjustment to contracted services budget of \$3.2 million, which equates to an increase of \$63,000.

While the expenditure table above shows Fund 11: General Fund, the FY 2023-24 Budget also anticipates up to 5 retirements, with a projected maximum leave payout of \$600,000. This will reduce the Accrued Leave Payout Reserve (Fund 12).

Transfers Summary

Interfund Transfers	General Funds	Special Revenues & Debt Funds	Capital Funds	Vehicle Replacement Fund	Enterprise Funds	Total
Net Transfers In/(Out)						
General Fund (11)	\$ 0	\$ 379,914	\$ 0	\$ 0	\$ 168,670	\$ 548,584
Parking Enforcement (29)	(81,155)	0	0	0	0	(81,155)
Debt Fund (43)	(298,759)	0	0	0	0	(298,759)
Sewer (81)	(168,670)	0	0	0	0	(168,670)
Net Transfers In/(Out)	(548,584)	379,914	0	0	168,670	0

Table 4 shows the current fund transfers planned for FY 2023-24. Currently, it does not include transfers requests from General Fund to the various capital projects. From an operational standpoint, General Fund support is needed for parking enforcement (Fund 29), debt service (Fund 43), and sewer operations (Fund 81). Transfer to parking enforcement is new and is needed if the Town wishes to maintain its current service level.

City Council Feedback

In addition to City Council's feedback on the overall preliminary budget, staff is seeking specific directions on the following items. The items below are incorporated into the preliminary budget to show the financial impact after incorporating all of the changes.

- City Manager Compensation budget increase.** As of this council meeting, there are two City Managers recruitment in San Mateo County with an average annual pay of \$280,000. A third and fourth recruitment will be posted around the same time as Colma's recruitment, and their annual salary is estimated at \$250,000 and \$240,000. The FY 2023-24 Budget includes a \$65,000 increase in the full compensation package to remain competitive in the labor market.
- Addition of Accounting Manager.** There are many priority projects that the Administrative Services Director (ASD) will need to take the lead on in the coming years. Addition a 1.0 FTE for an Accounting Manager will allow the ASD to assist the new City Manager and to oversee other initiatives, rather than managing the daily finance and accounting operations. (Fully burdened: \$280,000).
- 100th Year Celebration.** Staff began planning for the 100th Year Celebration in 2024. This includes budgeting \$55,000 in FY 2023-24 City Council's operating budget for the documentary film, \$15,000 in Recreation for programs, \$20,000 in Public Works Maintenance to acquire and install street light banners, \$100,000 to be added to the FY 2023-24 Public Art capital improvement program, and the rest will be part of the FY 2024-25 budget year.
- Election Consultant.** The 2023-2025 Strategic Plan includes bringing forward to Council a revenue strategy study session. This study session will focus on the various types of new ongoing revenue sources. The Election Consultant budget of \$100,000 is to address this strategic plan initiative.

- **Transfer from General Fund (11) to COPS/SLESF Grant Fund (29).** As of June 30, 2022, the Town's COPS/SLESF Grant Fund has a reserve balance of \$21,000. This reserve balance is projected to be depleted in FY 2022-23. The COPS/SLESF Grant currently support 1.0 full-time and 2 part-time CSO officers. To maintain the current service level, the Town will need to transfer \$52,306 in FY 2022-23 and \$81,155 in FY 2023-24 from the General Fund to COPS Fund.

FY 2024-25 Forecast

The Town is anticipating a \$0.5 million operating deficit in FY 2024-25, before accounting for debt and other operating transfers. The main driver of the deficit is pension cost increases as a result of CalPERS investment return for FY 2021-22 is negative 12%. The supplemental payment to CalPERS will reduce the annual unfunded pension liability payment by \$100,000. The projected operating deficit for FY 2024-25 exceeds the total budgetary contingencies in the Town's budget. Services will need to be cut or increase revenues if the Town wishes to maintain at a net neutral or operating surplus next year.

Next Steps

The timeline for the FY 2023-24 Budget are as follows:

5/10/2023	FY 2023-24 Capital Improvement Program study session
5/24/2023	FY 2023-24 Proposed Operating and Capital Budget
6/14/2023	FY 2023-24 Budget Adoption
6/28/2023	FY 2023-24 GANN Limit Report
Jul-Aug	Prepare applications for the GFOA and CSMFO budget review and award process

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 baseline budget.

Council Adopted Values

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

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

Alternatives

In addition to providing feedback on the items listed under Proposed Increases and Other Discussion Matters, the City Council may provide direction to staff on budgetary items to add or be removed.

CONCLUSION

Staff is requesting comments from the Council and the public on the Preliminary Budget Report. A second Budget Study Session will be held on May 10, 2023 that will focus on the Capital Improvement Program. A third Budget Study Session will be held on May 24, 2023. A public hearing to adopt the FY 2023-24 Proposed Budget will be held on June 14, 2023. A more detailed budget document will be provided in advance of these meetings.

