

AGENDA REGULAR MEETING CITY COUNCIL OF THE TOWN OF COLMA Wednesday, December 13, 2023 Closed Session – 6:00 PM Regular Session – 7:00 PM

The City Council meeting will be held in person in the Council Chambers as detailed below. As a courtesy and technology permitting, the meeting will also be held virtually via Zoom Video Conference. However, the Town cannot guarantee that the public's access to the Zoom virtual platform will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as the public may still attend the meeting in person, the meeting will continue.

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
 +1 346 248 7799 US (Houston)

 Passcode: 074407
 +1 253 215 8782 US (Tacoma)

 Meeting ID: 812 8997 6261
 +1 312 626 6799 US (Chicago)

 Dial by your location:
 +1 929 205 6099 US (New York)

 +1 301 715 8592 US (Germantown)

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 Interim City Clerk at abby@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.

As a reminder, the Town cannot guarantee that the public's access to the Zoom virtual platform will be uninterrupted, and technical difficulties may occur from time to time. Therefore, if you want to ensure you are able to attend the meeting and/or make public comment, you may wish to attend in person.

CLOSED SESSION – 6:00 PM

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

with Labor Negotiators.

Agency Negotiator: Austris Rungis, IEDA

Employee Organizations: Colma Peace Officers Association and Colma

Communications/Records Association

Unrepresented Employees: Al

PLEDGE OF ALLEGIANCE AND ROLL CALL - 7:00 PM

ADOPTION OF AGENDA

PRESENTATION

- Police Department Introductions and Swearing In of
 - Sergeant Daniel Mendoza
 - Dispatcher Alma Alvarado
 - Police Explorer Kevin Coursey
 - o Police Explorer Emiliano Gomez
- 80th Birthday Recognition Liz Taylor
- Holiday Commercial Premiere and Recognition of Participants

PUBLIC COMMENTS

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

CONSENT CALENDAR

- **2.** Motion to Accept the Minutes from the November 7, 2023 Special Meeting.
- **3.** Motion to Accept the Minutes from the November 8, 2023 Regular Meeting.
- **4.** Motion to Approve Report of Checks Paid for November 2023.
- **5.** Motion to Adopt Resolution Approving and Authorizing the City Manager to Execute a Five-Year Contract with Flock Safety for Automated License Plate Readers in the Total Amount of \$100,000 Pursuant to CEQA Guideline 15378.
- **6.** Motion to Adopt Resolution Authorizing Submittal of Individual Grant Applications to CalRecycle for all Grant Programs for which the Town of Colma is Eligible Pursuant to CEQA Guideline 15378.

PUBLIC HEARING

7. 1520 HILLSIDE BLVD – DESIGN REVIEW

Consider: Motion to Adopt Resolution Approving the Design Review Permit, with Modifications, for the Town's Solar Carport Installation at the Town's Community Center Pursuant to CEQA Guidelines 15301 and 15303.

NEW BUSINESS

8. COUNCIL OF CITIES AND CITY SELECTION COMMITTEE

Consider: Motion to Confirm Designation of the Mayor as the Voting Member for the Council of Cities, Designating an Alternate Voting Member, and Giving the Voting Member Discretion on any and All

Matters to be Considered.

9. CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2024

Consider: Motion Approving Committee Assignments for 2024 and Granting to the Appointee Discretion in Voting on Matters Brought Before the Committee.

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

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

1. In Closed Session Pursuant to Government Code Section 54957.6 -

Conference with Labor Negotiators.

Agency Negotiator: Austris Rungis, IEDA

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Communications/Records Association

Unrepresented Employees: Al



MINUTES SPECIAL MEETING

City Council of the Town of Colma Veterans Village 1680 Mission Road Colma, CA 94014

Tuesday, November 7, 2023 11:00 AM

CALL TO ORDER

Vice Mayor Goodwin called the meeting to order at 11:09 a.m.

<u>Council Present</u> – Vice Mayor John Irish Goodwin, Council Members Carrie Slaughter and Helen Fisicaro were present. Mayor Joanne F. del Rosario and Council Member Ken Gonzalez were absent.

<u>Staff Present</u> – City Manager Daniel Barros, Chief of Police John Munsey, Director of Public Works Brad Donohue, City Planner Farhad Mortazavi, City Clerk Caitlin Corley, and Recreation Services Manager Angelika Abellana were in attendance.

WELCOME AND INTRODUCTION OF SPECIAL GUESTS

Vice Mayor Goodwin made opening remarks and welcomed special guests Colma Daly City Chamber of Commerce CEO Felicia Leong and a contingent of Chamber Board Members.

VETERANS DAY RECOGNTION

Vice Mayor Goodwin made remarks on the importance and value of Veterans Day and recognizing and honoring local veterans. He presented a proclamation in honor of Veterans Day.

NEW VETERAN HONOREE

Vice Mayor Goodwin announced the name of the veteran who has been added to the Town's Veterans Plaque, which honors Colma residents who have served in the Unites States Armed Forces:

Gerald Christon

Council presented Mr. Christon with a certificate in recognition of his service.

OTHER PRESENTATIONS

The Colma Daly City Chamber of Commerce presented certificates of thanks to Eric Duncan and Mercy Housing staff for their work supporting our Colma veterans.

ADJOURNMENT

Vice Mayor Goodwin adjourned the meeting at 11:53 p.m. and invited everyone to enjoy the
barbeque lunch.

Caitlin Corley City Clerk

Respectfully submitted,

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, November 8, 2023 7:00 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

Vice Mayor Goodwin called the meeting to order at 7:00 p.m.

<u>Council Present</u> – Vice Mayor John Irish Goodwin, Council Members Ken Gonzalez, Carrie Slaughter and Helen Fisicaro were present. Mayor Joanne F. del Rosario was absent.

<u>Staff Present</u> – City Manager Daniel Barros, City Attorney Christopher Diaz, Police Chief John Munsey, Administrative Services Director Pak Lin, Director of Public Works and Planning Brad Donohue, Recreation Services Manager Angelika Abellana, City Clerk Caitlin Corley, Human Resources Management Analyst Juan Rumayor, 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."

ADOPTION OF THE AGENDA

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

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

Name	Vot	ing	Prese	Absent	
	Aye	No	Abstain	Not Participating	
Joanne F. del Rosario, Mayor					✓
John Irish Goodwin	✓				
Ken Gonzalez	✓				
Carrie Slaughter	✓				
Helen Fisicaro	✓				
	4	0			

PRESENTATIONS

Proclamations in honor of Arboretum Day

The Vice Mayor presented a proclamation in honor of Arboretum Day. Josh Gevertz,

Arboretum Director of Cypress Lawn, accepted the proclamation and spoke about the upcoming Arboretum Day events.

Veterans Day Recognition

The Vice Mayor presented a proclamation in honor of Veterans Day. He stated, "As you know, Veterans Day is this Friday, and so in honor of our Colma Veterans, we hosted a celebration at Veterans Village yesterday. Our recreation team provided a wonderful barbeque lunch, and we honored a new veteran resident, Gerald Christon by adding his name to our Veterans Plaque. Thank you to our Colma Veterans and Veterans everywhere for your courage, sacrifice and service to our country."

Halloween House Decorating Contest

Recreation Manager Angelika Abellana and representatives from Republic Services, our sponsor of this event, introduced the recipients of our annual Halloween House Decorating Awards:

- Albertario Family Verano/Mission Road
- o Manela Family Villa Hoffman
- o Cohen Sommerfield Family Sterling Park
- o Rangel Family Spookiest House

Employee Appreciation

Council recognized and congratulated the following employees and Council Members on their service anniversaries:

Council Member Carrie Slaughter - 1 Year

Council Member Ken Gonzalez - 1 Year

Officer Andres Abarca - 1 Year

Officer Reinalyn Duma – 1 Year

Officer Brian Nagata – 1 Year

Per-Diem Police Dispatcher/Clerk Tara Kanturek – 1 Year

Per-Diem Police Dispatcher/Clerk Elizabeth Pina – 1 Year

Per-Diem Police Dispatcher/Clerk Katherine Tursi – 1 Year

Per-Diem Police Dispatcher/Clerk Caitlin Williams - 1 Year

Officer Joshua Moreno – 5 Years

Sergeant Dawn Marchetti – 10 Years

Grace Eichensehr – 1 Year

Daniel Gotelli - 1 Year

Vanessa Ramirez – 1 Year

Miranda Rodriguez – 1 Year

Ashley Rostran – 1 Year

Emma Sanchez – 1 Year

Elaina Gonzalez – 5 Years

Shelby Wright - 1 Year

Pak Lin – 5 Years

There was a break for refreshments from 7:45 p.m. to 8:10 p.m.

PUBLIC COMMENTS

Vice Mayor Goodwin opened the public comment period at 7:58 p.m. and seeing no one request to speak, he closed the public comment period.

CONSENT CALENDAR

- 1. Motion to Accept the Minutes from the October 25, 2023 Regular Meeting.
- 2. Motion to Approve Report of Checks Paid for October 2023.
- 3. Motion Approving and Authorizing the City Manager to Execute a Cooperative Agreement with the State of California Department of Transportation (Caltrans) for Funding for the Design, Environmental Review, and Construction of the Colma Creek Trash Capture Project Pursuant to CEQA Guideline 15306.

Action: Council Member Fisicaro moved to approve the consent calendar #1 through 3; the motion was seconded by Council Member Fisicaro and carried by the following vote:

Name	Vot	ing	Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne F. del Rosario, Mayor					✓
John Irish Goodwin	✓			Item #3 only	
Ken Gonzalez	✓				
Carrie Slaughter	✓				
Helen Fisicaro	✓				
	4	0			

NEW BUSINESS

4. PARTICIPATION IN SECOND SOLAR COLLABORATIVE PROCUREMENT PROCESS

Sustainability Manager Kathleen Gallagher presented the staff report. The Vice Mayor opened the public comment period at 8:15 p.m. and seeing no one request to speak, he closed the public comment period. Council discussion followed.

Action: Council Member Gonzalez moved to Adopt a Resolution Approving the Town's Participation in the Second Solar Collaborative Procurement Process Managed by Peninsula Clean Energy (PCE) for Solar Installation at Town Hall and Police Department and Approving and Authorizing the City Manager to Execute Necessary Documents for Participation in the Process Pursuant to CEQA Guidelines 15301 and 15303; the motion was seconded by Council Member Slaughter and carried by the following vote:

Name	Vot	ing	Prese	nt, Not Voting	Absent
	Aye	No	Abstain	Not Participating	
Joanne F. del Rosario, Mayor					✓
John Irish Goodwin	✓				
Ken Gonzalez	✓				
Carrie Slaughter	✓				
Helen Fisicaro	✓				
	4	0			

COUNCIL CALENDARING

The next Regular Meeting on Wednesday, November 22, 2023 will be cancelled.

There will be a Special Council Reorganization Meeting on Tuesday, December 12, 2023 at 6:00pm.

REPORTS

City Manager Daniel Barros gave an update on the following topics:

- The Junipero Serra Boulevard sinkhole has been repaired and the road has been reopened.
- Project Read Learning for All November 14, 2023, 4:00 p.m.
- CPR Training November 19, 2023, 10:00 a.m.
- Annual Holiday Tree Lighting November 30, 2023, 6:30 p.m.

ADJOURNMENT AND CLOSE IN MEMORY

Vice Mayor Goodwin adjourned the meeting at 8:44 p.m. in memory of Omar "Rich" Lopez, brother of San Mateo County Treasurer Tax Collector Sandie Arnott.

Respectfully submitted,

Caitlin Corley City Clerk apCkHist 12/07/2023 1:25PM

Check History Listing Town of Colma

Page: 1

Bank code: fir	st							
Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
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57507	11/03/2023	01375 NATIONWIDE RETIREMENT	С	11/09/2023	11032023 B	11/03/2023	6,201.81	
			С	11/09/2023	11032023 M	11/03/2023	2,200.00	8,401.81
57508	11/07/2023	03267 ACC BUSINESS	С	11/14/2023	232847396	10/27/2023	679.66	679.66
57509	11/07/2023	03320 ALBERT GOMEZ	С	11/14/2023	10/30/2023	10/30/2023	2,400.00	2,400.00
57510	11/07/2023	00623 ARAMARK	С	11/10/2023	5180266003	10/23/2023	15.90	
			С	11/10/2023	5180266010	10/23/2023	15.90	31.80
57511	11/07/2023	00002 AT&T	С	11/14/2023	10/18/2023	10/18/2023	76.02	76.02
57512	11/07/2023	01183 BEST BEST & KRIEGER LLF	С	11/10/2023	978558	10/31/2023	950.00	950.00
57513	11/07/2023	02807 BLUE WATER TOWING & A	С	11/10/2023	604	10/23/2023	60.00	60.00
57514	11/07/2023	00054 C/CAG	С	11/10/2023	22622	10/24/2023	4,057.38	4,057.38
57515	11/07/2023	01929 CALIFORNIA PARK & RECR	С	11/10/2023	10/18/23	10/18/2023	165.00	165.00
57516	11/07/2023	00051 CALIFORNIA WATER SERV	С	11/08/2023	6544607057-09/20/23	09/20/2023	1,285.48	
			С	11/08/2023	6544607057-10/18/23	10/18/2023	1,047.82	0.705.00
			С	11/08/2023	1727052702-10/13/23	10/13/2023	371.96	2,705.26
57517	11/07/2023	01995 CELETTA INVESTIGATIVE S	С	11/10/2023	23-1025	10/25/2023	880.00	880.00
57518	11/07/2023	00057 CINTAS CORPORATION #2	С	11/13/2023	4171990517	10/26/2023	212.30	212.30
57519	11/07/2023	00507 COLMA FIRE PROTECTION	С	11/17/2023	11/3/2023	11/03/2023	225.00	225.00
57520	11/07/2023	01037 COMCAST CABLE	С	11/13/2023	10/17-11/16/23 XFINI	10/12/2023	51.34	
			С	11/13/2023	10/27-11/26 XFINITY	10/17/2023	10.94	62.28
57521	11/07/2023	00055 CORA	С	11/15/2023	FY 2023-2024	10/31/2023	7,000.00	7,000.00
57522	11/07/2023	00649 DAVEY TREE EXPERT COM	С	11/15/2023	918085792	10/12/2023	8,320.00	8,320.00
57523	11/07/2023	02793 DITO'S MOTORS	С	11/15/2023	28927	10/17/2023	1,638.51	1,638.51
57524	11/07/2023	02935 EMCOR SERVICES-MESA E	С	11/10/2023	940016511	08/31/2023	1,195.00	1,195.00

Check History Listing Town of Colma

12/07/2023 1:25PM

Bank code: 1 Check #	nrst Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
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57525		01781 TANYA ESPINOZA	С	11/27/2023	2002664.003	10/30/2023	275.00	275.00
57526	11/07/2023	02712 EXPRESS PLUMBING	С	11/13/2023	50907P	08/08/2023	4,500.00	4,500.00
57527	11/07/2023	03616 FLEXIBLE BENEFIT ADMIN	C C	11/13/2023 11/13/2023	189799 189751	10/27/2023 10/27/2023	126.00 20.00	146.00
57528	11/07/2023	01987 GUSTAVO GONZALEZ	С	11/16/2023	2002661.003	10/24/2023	275.00	275.00
57529	11/07/2023	02382 MARIA GONZALEZ	С	11/21/2023	2002665.003	10/30/2023	300.00	300.00
57530	11/07/2023	01345 JOHN GOODWIN	С	11/09/2023	10/12 &10/26 Trip	10/27/2023	29.40	29.40
57531	11/07/2023	00433 GRAINGER INC	С	11/14/2023	9888083780	10/30/2023	850.99	850.99
57532	11/07/2023	03651 GRIDLESS POWER CORPO	С	11/10/2023	2023-08-11-COL1	08/11/2023	8,444.07	8,444.07
57533	11/07/2023	00464 HINDERLITER, DE LLAMAS	С	11/15/2023	SIN031777	09/28/2023	2,889.18	2,889.18
57534	11/07/2023	03273 HOME DEPOT PRO, THE	С	11/10/2023	769557117	10/10/2023	1,315.64	1,315.64
57535	11/07/2023	00181 IEDA	С	11/10/2023	24353	11/01/2023	1,685.04	1,685.04
57536	11/07/2023	01480 LEXIPOL, LLC	С	11/15/2023	INVCOR120070	11/14/2023	15,000.00	15,000.00
57537	11/07/2023	03607 MARK THOMAS & COMPAN	С	11/10/2023	48885	10/19/2023	46,252.11	46,252.11
57538	11/07/2023	00254 METRO MOBILE COMMUNI	С	11/10/2023	231115	11/01/2023	602.00	602.00
57539	11/07/2023	03648 METROPOLITAN PLANNING	С	11/20/2023	2004086	10/13/2023	2,667.50	2,667.50
57540	11/07/2023	02993 VANESSA MOSQUEDA VEL	С	11/14/2023	Oct 12-Nov 2, 2023	11/03/2023	400.00	400.00
57541	11/07/2023	03579 BRIAN NAGATA	С	11/28/2023	10/22-10/26/23 REIMB	10/30/2023	292.24	292.24
57542	11/07/2023	01340 NAVIA BENEFIT SOLUTION	С	11/10/2023	10784773	10/30/2023	206.00	206.00
57543	11/07/2023	03061 NICK BARBIERI TRUCKING	С	11/09/2023	CL28974	10/15/2023	228.50	228.50
57544	11/07/2023	03557 O'CONNOR & COMPANY	С	11/09/2023	1023-34	10/31/2023	200.00	200.00
57545	11/07/2023	00280 ODP BUSINESS SOLUTION	C C C	11/13/2023 11/13/2023 11/13/2023	336507709001 336507710001 335726360001	10/18/2023 10/18/2023 10/13/2023	37.37 18.20 12.38	

1:25PM

Check Tota	Amount Paid	Inv. Date	Invoice	Clear/Void Date	Status	Vendor	Date	Check #
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	2,431.00	10/24/2023	0092128195-2 24Oct23	11/14/2023	С	00307 PACIFIC GAS & ELECTRIC	11/07/2023	57546
4 605 7	2,219.62 45.14	10/09/2023	0512181543-4 09Oct23	11/14/2023	С			
4,695.7 5,310.0		10/19/2023	0678090639-9 19Oct23 10008-2	11/14/2023 11/27/2023	C C	03663 PATHFINDER OPTICS COR	11/07/2022	57547
	5,310.00	10/12/2023			_			
1,667.4	1,667.44	10/15/2023	STMT 10/15/23	11/13/2023		01184 PENINSULA UNIFORMS & E		57548
37,611.1	33,407.06 4,204.13	10/02/2023 10/10/2023	23444-01 23465-01	11/10/2023 11/10/2023	С	03662 PIPE AND PLANT SOLUTIO	11/07/2023	57549
1,305.9	•		3106343485	11/10/2023	C C	00311 PITNEY BOWES INC.	11/07/2023	57550
,	1,305.99	10/13/2023		11/17/2023	C			
2,365.0	2,365.00	10/23/2023	7/1/23 - 9/30/23		_	01344 PROJECT READ		57551
1,599.3	1,599.38	10/20/2023	CL047750	11/21/2023	С	02216 RAMOS OIL CO. INC.	11/07/2023	57552
72.1	72.17	10/10/2023	03J0036457661	11/20/2023	С	02886 READY REFRESH BY NEST	11/07/2023	57553
	3,431.78	11/01/2023	62766153			03479 ROBERT HALF INTERNATION	11/07/2023	57554
6,380.2	2,948.42	10/24/2023	62724047		С			
264.0	264.00	10/18/2023	2002658.003	11/10/2023	С	02320 GUILLERMO SANCHEZ	11/07/2023	57555
2,150.0	2,150.00	10/30/2023	0031062-IN	11/17/2023	С	01032 SHAUGHNESSY ROOFING,	11/07/2023	57556
	14,539.50	10/24/2023	2301657	11/09/2023	С	01030 STEPFORD, INC.	11/07/2023	57557
14,600.3	50.25 10.62	09/07/2023 10/26/2023	2301566 2301704	11/09/2023 11/09/2023	C C			
310.0	310.00	10/20/2023	10/20/23	11/14/2023	С	00421 U.S. POSTAL SERVICE	11/07/2023	57558
731.6			169993208	11/13/2023	С	02468 ULINE, INC.		57559
	731.64	10/23/2023				,		
168.1	168.16	10/26/2023	INV-02105979	11/15/2023	С	01687 UNITED SITE SERVICES OI		57560
11,662.5	11,662.50	11/02/2023	30479	11/20/2023	С	03645 WHITLOCK & WEINBERGE	11/07/2023	57561
1,123.8	1,123.83	10/19/2023	W03796857	11/24/2023	С	03461 1000BULBS.COM	11/14/2023	57562
1,293.7	1,293.75	10/25/2023	2790	11/20/2023	С	00003 A. S. F. ELECTRIC	11/14/2023	57563

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Check Tota	Amount Paid	Inv. Date	Invoice	Clear/Void Date	Status	Vendor	Date	Check #
300.00	300.00	11/01/2023	201601	11/21/2023	С	03170 ACTION TOWING AND ROA	11/14/2023	57564
480.00	480.00	11/01/2023	23520	11/17/2023	С	02787 AECO SYSTEMS, INC.	11/14/2023	57565
90.78	90.78	10/31/2023	STMT 10/31/23	11/17/2023	С	00013 ANDY'S WHEELS & TIRES	11/14/2023	57566
49.00	40.00 9.00	11/01/2023 11/01/2023	123110025 123110024	11/22/2023 11/22/2023	C C	00020 ASSOCIATED SERVICES IN	11/14/2023	57567
35.63	35.63	11/01/2023	000020762799		С	00004 AT&T	11/14/2023	57568
258.2	110.68 110.68 36.89	10/30/2023 10/30/2023 10/30/2023	3422893362-10/30/23 0944444444-10/30/23 5793906861-10/30/23		C C	00051 CALIFORNIA WATER SERV	11/14/2023	57569
1,839.53	1,839.53	10/31/2023	STMT 10/31/2023	11/27/2023	С	00093 CITY OF SOUTH SAN FRAN	11/14/2023	57570
135.00	135.00	11/01/2023	34308968	11/21/2023	С	03539 CLARK PEST CONTROL	11/14/2023	57571
16,639.08	15,641.96 361.72 317.70 317.70	10/26/2023 10/27/2023 10/20/2023 10/20/2023	11/01-11/30 XFINITY 11/2-12/1 INTERNET 10/25-11/24 Internet 10/25-11/24 427 F St	11/20/2023 11/20/2023 11/20/2023 11/20/2023	C C C	01037 COMCAST CABLE	11/14/2023	57572
288.00	288.00	10/04/2023	685610	11/20/2023	С	00112 DEPARTMENT OF JUSTICE	11/14/2023	57573
125.00	125.00	11/01/2023	October 2023 Roll			01367 DUO DANCE ACADEMY	11/14/2023	57574
1,014.0	1,014.07	10/31/2023	00034653	11/17/2023	С	03164 EDGEWORTH INTEGRATIC	11/14/2023	57575
115.48	115.48	10/27/2023	8-299-18298	11/20/2023	С	00215 FEDEX OFFICE AND PRINT	11/14/2023	57576
517.58	262.38 255.20	11/01/2023 10/23/2023	5068396572 5068332708		C C	02499 GE CAPITAL INFORMATION	11/14/2023	57577
1,920.00	1,920.00	10/27/2023	SO 00004685	11/24/2023	С	03664 GENASYS INC.	11/14/2023	57578
406.9	228.35 178.60	10/30/2023 10/24/2023	0567147369-1 30Oct23 9248309814-8 24Oct23	11/17/2023 11/17/2023	C C	00307 PACIFIC GAS & ELECTRIC	11/14/2023	57579
123.38	123.38	11/02/2023	INV17112	11/30/2023	С	00553 PACIFIC NURSERIES	11/14/2023	57580
80.8	80.87	11/09/2023	11/09/23 Petty Cash	11/17/2023	С	00563 PETTY CASH	11/14/2023	57581

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Tota
57582	11/14/2023	02970 PRODUCTIVE PRINTING &	С	11/22/2023	37046	09/14/2023	353.06	353.06
57583	11/14/2023	02216 RAMOS OIL CO. INC.	С	11/21/2023	CL049909	10/31/2023	1,968.12	1,968.12
57584	11/14/2023	00364 SMC FORENSIC LAB	С	11/21/2023	PS-INV104401	10/31/2023	540.00	540.00
57585	11/14/2023	03665 SO.SF EDUCATION FOUND	С	11/22/2023	FY 2023-2024 Grant	10/11/2023	5,500.00	5,500.00
57586	11/14/2023	00830 STAPLES BUSINESS CRED	С	11/24/2023	1651843656	10/16/2023	107.61	107.61
57587	11/14/2023	03015 U.S. BANK CORPORATE PN	С	11/24/2023	10/23/2023	10/23/2023	19,262.85	19,262.85
57588	11/14/2023	01364 CHRISTINA VIGIL	С	11/27/2023	2002671.003	11/03/2023	60.00	60.00
57589	11/17/2023	00047 C.L.E.A.			11152023 B	11/17/2023	216.00	216.00
57590	11/17/2023	01340 NAVIA BENEFIT SOLUTION	С	11/20/2023	11152023 B	11/17/2023	1,337.31	1,337.31
57591	11/17/2023	01375 NATIONWIDE RETIREMEN	С	11/22/2023	11152023 B	11/17/2023	6,201.81	6,201.81
57592	11/17/2023	02224 STANDARD INSURANCE CO			11152023 B	11/17/2023	438.00	438.00
57593	11/21/2023	00623 ARAMARK	C C C C	11/27/2023 11/27/2023 11/27/2023 11/27/2023 11/27/2023	5180268559 5180271072 5180271065 5180273604 5180273611	10/30/2023 11/06/2023 11/06/2023 11/13/2023 11/13/2023	15.90 15.90 15.90 15.90 15.90	79.50
57594	11/21/2023	03334 LLC AT&T MOBILITY NATIO	С	11/30/2023	X11102023	11/02/2023	2,532.18	2,532.18
57595	11/21/2023	02337 AXON ENTERPRISES, INC.	С	11/27/2023	INUS200143	11/01/2023	568.50	568.50
57596	11/21/2023	03447 NIKOLE AZZOPARDI	С	11/28/2023	Oct, Nov 2023 REIMB	11/09/2023	67.96	67.96
57597	11/21/2023	03667 BADGE FRAME, INC.			41286	11/02/2023	185.35	185.35
57598	11/21/2023	01565 BAY CONTRACT MAINTENA	0 0 0 0 0 0	11/30/2023 11/30/2023 11/30/2023 11/30/2023 11/30/2023 11/30/2023	30887 30884 30883 30888 30885 30889	11/10/2023 11/10/2023 11/10/2023 11/10/2023 11/10/2023 11/10/2023	2,740.50 2,661.35 2,661.35 1,552.45 633.64 221.30	

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Check Total	Amount Paid	Inv. Date	Invoice	Clear/Void Date	Status	Vendor	Date	Check #
10,663.93	193.34	11/10/2023	30886	11/30/2023	C	Vollage		onook "
26,149.50	21,519.00 4,459.00 171.50	11/16/2023 11/16/2023 11/16/2023	980515 980516 980517	11/27/2023 11/27/2023 11/27/2023	C C C	01183 BEST BEST & KRIEGER LLF	11/21/2023	57599
8,714.58	8,714.58	10/27/2023	10/27,10/30Bill Date	11/28/2023	С	00051 CALIFORNIA WATER SERV	11/21/2023	57600
1,210.00	1,210.00	11/16/2023	23-1116	11/27/2023	С	01995 CELETTA INVESTIGATIVE §	11/21/2023	57601
965.91	650.03 315.88	11/02/2023 11/02/2023	4172703672 4172703560	11/30/2023 11/30/2023	C C	00057 CINTAS CORPORATION #2	11/21/2023	57602
1,192.00	1,192.00	10/27/2023	519637			00093 CITY OF SOUTH SAN FRAN	11/21/2023	57603
530.00	145.00 135.00 135.00 115.00	11/09/2023 11/09/2023 11/09/2023 11/08/2023	34308972 34308970 34308969 34308971	11/29/2023 11/29/2023 11/29/2023 11/29/2023	C C C	03539 CLARK PEST CONTROL	11/21/2023	57604
351.05	351.05	11/17/2023	90684			00095 CLEARLITE TROPHIES	11/21/2023	57605
128.72	128.72	11/07/2023	11/11-12/10 601 F ST	11/28/2023	С	01037 COMCAST CABLE	11/21/2023	57606
100.15	100.15	10/31/2023	RS3552165	11/24/2023	С	02827 CORODATA SHREDDING, II	11/21/2023	57607
130.00	130.00	11/12/2023	88360			02583 CRIME SCENE CLEANERS,	11/21/2023	57608
111.00	111.00	11/03/2023	694160	11/28/2023	С	00112 DEPARTMENT OF JUSTICE	11/21/2023	57609
1,860.82	1,860.82	11/14/2023	29103			02793 DITO'S MOTORS	11/21/2023	57610
725.00	725.00	09/08/2023	940016566	11/28/2023	С	02935 EMCOR SERVICES-MESA E	11/21/2023	57611
194.00	194.00	10/30/2023	L0526194256	11/27/2023	С	00130 EMPLOYMENT DEVELOPM	11/21/2023	57612
275.00	275.00	11/06/2023	2002672.003			00463 HELEN FISICARO	11/21/2023	57613
20.00	20.00	11/17/2023	190665	11/30/2023	С	03616 FLEXIBLE BENEFIT ADMIN	11/21/2023	57614
528.85	282.74 246.11	11/01/2023 11/01/2023	107738566 107738567	11/27/2023 11/27/2023	C C	02499 GE CAPITAL INFORMATION	11/21/2023	57615
13.25	13.25	11/14/2023	5068458953	11/28/2023	С	02499 GE CAPITAL INFORMATION	11/21/2023	57616

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Check Tota	Amount Paid	Inv. Date	Invoice	Clear/Void Date	Status	Vendor	Date	Check #
64.80	64.80	11/10/2023	E0306445	11/24/2023	С	03601 HEALTH AND HUMAN RESC	11/21/2023	57617
961.02	961.02	10/30/2023	10/30/23 CLOSING	11/30/2023	С	00174 HOME DEPOT CREDIT SEF	11/21/2023	57618
22,381.0	20,700.00 1,681.00	10/31/2023 10/31/2023	6519 6518		C C	01442 INTERSTATE GRADING & F	11/21/2023	57619
844.3	844.38	11/15/2023	16198	11/29/2023	С	03441 MARVIN GARDENS CATER	11/21/2023	57620
577.50	577.50	11/08/2023	2004140	11/30/2023	С	03648 METROPOLITAN PLANNING	11/21/2023	57621
606.4	606.45	10/31/2023	CL30150	11/24/2023	С	03061 NICK BARBIERI TRUCKING	11/21/2023	57622
117.4	69.11 35.28 13.04	11/13/2023 11/16/2023 11/16/2023	339006039001 342926658001 342926065001	11/27/2023 11/27/2023 11/27/2023	C C C	00280 ODP BUSINESS SOLUTION	11/21/2023	57623
4,935.0	4,678.22 222.83 33.99	11/07/2023 11/07/2023 11/07/2023	3007220528-6 07Nov23 0576889222-5 07Nov23 0035222590-8 07Nov23			00307 PACIFIC GAS & ELECTRIC	11/21/2023	57624
450.00	450.00	10/23/2023	200451			03666 PACIFIC SKYLINE COUNCIL	11/21/2023	57625
10,607.00	10,607.00	10/23/2023	10010-2	11/27/2023	С	03663 PATHFINDER OPTICS COR	11/21/2023	57626
70.20	70.20	10/31/2023	INV-15-141238			03609 PAYMENTUS CORPORATIC	11/21/2023	57627
50.00	50.00	11/06/2023	2002673.003			01882 IRMA ESTELA PERDOMO	11/21/2023	57628
1,765.02	1,673.71 91.31	11/10/2023 10/20/2023	CL052999 CL048046			02216 RAMOS OIL CO. INC.	11/21/2023	57629
5,857.70	3,390.74 2,466.96	11/08/2023 11/14/2023	62797633 62819050		C C	03479 ROBERT HALF INTERNATION	11/21/2023	57630
300.00	300.00	11/14/2023	2002675.003			03573 LUZ RODRIGUEZ	11/21/2023	57631
29,917.0	22,232.00 6,496.00 1,189.00	10/31/2023 10/31/2023 10/31/2023	17802 17803 17805			00349 SEGALE & CERINI INC.	11/21/2023	57632
3,930.30	3,930.30	11/03/2023	October 2023			00500 SMC CONTROLLERS OFFIC	11/21/2023	57633

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
57634	11/21/2023	00534 SMC INFORMATION SERVI			1YCL12310	10/31/2023	82.25	82.25
57635	11/21/2023	00683 SMC PUBLIC SAFETY COM			CLMA-MSS 24-02	11/08/2023	2,835.25	2,835.25
57636	11/21/2023	00388 SONITROL	С	11/30/2023	350795	11/08/2023	1,143.11	1,143.11
57637	11/21/2023	01030 STEPFORD, INC.	C C	11/28/2023 11/28/2023	2301712 2306606	11/08/2023 11/07/2023	5,915.28 1,356.25	7,271.53
57638	11/21/2023	00412 TELECOMMUNICATIONS E	С	11/28/2023	48523	11/10/2023	1,652.50	1,652.50
57639	11/21/2023	00411 TURBO DATA SYSTEMS	С	11/27/2023	41420	10/31/2023	1,959.92	1,959.92
57640	11/21/2023	02903 CLAUDIA VARGAS	С	11/27/2023	2002674.003	11/08/2023	275.00	275.00
57641	11/21/2023	02946 AMANDA VELASQUEZ	С	11/28/2023	Nov '23 EE Reimb	11/11/2023	458.50	458.50
57642	11/21/2023	02799 WAVE (ASTOUND)	С	11/28/2023	103745301-0010465	11/01/2023	438.26	438.26
57643	11/28/2023	03669 ALL TRAFFIC SOLUTIONS,			SIN038430	10/04/2023	5,920.92	5,920.92
57644	11/28/2023	00623 ARAMARK	C C	12/01/2023 12/01/2023	5180276160 5180276149	11/20/2023 11/20/2023	15.90 15.90	31.80
57645	11/28/2023	00093 CITY OF SOUTH SAN FRAN			519685	10/01/2023	6,250.00	6,250.00
57646	11/28/2023	01037 COMCAST CABLE	С	12/01/2023	11/17-12/16/23 XFINI	11/12/2023	51.34	51.34
57647	11/28/2023	00117 DELTA DENTAL OF CALIFOI			BE005800438	12/01/2023	14,218.00	14,218.00
57648	11/28/2023	01189 DEPARTMENT OF MOTOR			Clean Air Sticker	11/22/2023	22.00	22.00
57649	11/28/2023	02793 DITO'S MOTORS			29111 29131	11/16/2023 11/20/2023	1,369.08 62.45	1,431.53
57650	11/28/2023	03670 VENESSA M. FRANCO			16001955-Refund	11/24/2023	298.00	298.00
57651	11/28/2023	02499 GE CAPITAL INFORMATION			107791337	11/16/2023	282.74	282.74
57652	11/28/2023	03607 MARK THOMAS & COMPAN	С	12/01/2023	49285	11/21/2023	16,957.01	16,957.01
57653	11/28/2023	02216 RAMOS OIL CO. INC.	С	11/30/2023	CL054591	11/20/2023	1,717.70	1,717.70
57654	11/28/2023	03479 ROBERT HALF INTERNATION			62860565	11/22/2023	2,883.44	2,883.44

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Check #	Date	Vendor	Status	Clear/Void Date		Inv. Date	Amount Paid	Check Total
57655	11/28/2023	03668 LETICIA SANDOVAL			2002677.003	11/17/2023	275.00	275.00
57656	11/28/2023	00357 SIERRA DISPLAY, INC.	С	12/01/2023	27517	11/16/2023	17,001.90	17,001.90
57657	11/28/2023	01030 STEPFORD, INC.	С	12/01/2023	2301748	11/20/2023	8,033.35	8,033.35
57658	11/28/2023	02849 6746050100 U.S. BANK PAR	С	12/01/2023	December 2023 OPEB	12/01/2023	101,073.00	101,073.00
57659	11/28/2023	02848 UNITED COACH TOURS			20317WF	06/15/2023	3,341.00	3,341.00
57660	11/28/2023	00432 VISION SERVICE PLAN	С	11/30/2023	819269381	11/19/2023	1,183.58	1,183.58
94993	11/03/2023	00130 EMPLOYMENT DEVELOPM	С	11/07/2023	11032023 M	11/03/2023	150.00	150.00
94994	11/03/2023	00521 UNITED STATES TREASUR	С	11/07/2023	11032023 M	11/03/2023	1,262.15	1,262.15
94995	11/03/2023	00631 P.E.R.S.	С	11/06/2023	11032023 M	11/03/2023	854.22	854.22
94996	11/03/2023	01360 MISSIONSQUARE RETIREM			11032023 M	11/03/2023	493.26	493.26
94997	11/03/2023	00282 CALIFORNIA PUBLIC EMPL	С	11/08/2023	11032023 M	11/03/2023	4,797.14	4,797.14
94998	11/03/2023	00130 EMPLOYMENT DEVELOPM	С	11/07/2023	11032023 B	11/03/2023	16,685.06	16,685.06
94999	11/03/2023	00521 UNITED STATES TREASUR	С	11/07/2023	11032023 B	11/03/2023	68,645.86	68,645.86
95000	11/03/2023	00282 CALIFORNIA PUBLIC EMPL	С	11/08/2023	11032023 B	11/03/2023	76,219.97	76,219.97
95001	11/03/2023	00631 P.E.R.S.	С	11/06/2023	11032023 B	11/03/2023	57,639.70	57,639.70
95002	11/03/2023	01360 MISSIONSQUARE RETIREM			11032023 B	11/03/2023	6,452.40	6,452.40
95003	11/03/2023	00068 COLMA PEACE OFFICER'S			11032023 B	11/03/2023	652.14	652.14
95007	11/17/2023	00130 EMPLOYMENT DEVELOPM	С	11/21/2023	11152023 B	11/17/2023	15,066.63	15,066.63
95008	11/17/2023	00521 UNITED STATES TREASUR	С	11/21/2023	11152023 B	11/17/2023	61,395.99	61,395.99
95009	11/17/2023	00631 P.E.R.S.	С	11/20/2023	11152023 B	11/17/2023	54,799.14	54,799.14
95010	11/17/2023	01360 MISSIONSQUARE RETIREM			11152023 B	11/17/2023	6,445.43	6,445.43
95011	11/17/2023	00068 COLMA PEACE OFFICER'S			11152023 B	11/17/2023	652.14	652.14
120060	11/07/2023	00282 CALIFORNIA PUBLIC EMPL	С	11/08/2023	100000017324322	10/16/2023	7,116.82	7,116.82

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Bank code: first								
Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
120061	11/28/2023	03616 FLEXIBLE BENEFIT ADMIN	С	11/28/2023	DEC2023HRA	12/01/2023	55,687.25	55,687.25
						fire	st Total:	1,053,579.25
173	checks in this re	eport				Total (Checks:	1,053,579.25



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: John Munsey, Chief of Police

VIA: Dan Barros, City Manager

MEETING DATE: December 13, 2023

SUBJECT: Five Year Contract with Flock Safety For Automated License Plate Readers

RECOMMENDATION

Staff recommends the City Council adopt the following resolution:

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR CONTRACT WITH FLOCK SAFETY FOR AUTOMATED LICENSE PLATE READERS IN THE TOTAL AMOUNT OF \$100,000 PURSUANT TO CEOA GUIDELINE 15378

EXECUTIVE SUMMARY

In July of 2021 the Police Department entered into a contract with Flock Safety Systems to install and manage four Automated License Plate Reader (ALPR's) in the Town at a cost of \$2500.00 per camera, per year. Since that time the Town of Colma has added four more cameras. The implementation of the cameras has had a dramatic effect on Colma Police Department's ability to provide public safety. Flock Safety has advised all their customers that in order to maintain the current price of \$2500.00 per camera, customers must enter into a five-year contract. If not, the price will increase to \$3000.00 per camera.

FISCAL IMPACT

The current cost of the cameras of \$20,000 per year has been approved for fiscal year 23/24. The cost of the contract over five years would be \$20,000 year for five years for a total contract amount of \$100,000.

BACKGROUND

In fiscal year 2020/2021 the City Council made the decision to implement automated license plate reader technology into its public safety plan. The decision was made to use Flock Safety as their automated license plate reader provider and the Town entered into a contract with

Flock in July of 2021. Since that time, the Town has purchased four more cameras. The cameras have become a tremendous success, resulting in numerous arrests and enhanced investigations. Detective Daniel Mendoza was honored with a national recognition from Flock Safety for his investigation into auto thefts. Flock Safety automated license plate readers have become a standard in law enforcement.

ANALYSIS

Staff seeks to enter into a five-year contract with Flock Safety at a cost of \$20,000 per year for a total of \$100,000. Flock Safety has proven to be an important public safety tool. The Flock Safety automated license plate system not only gives the Colma Police Department access to our cameras but other cameras in San Mateo County and California. This has been extremely useful during investigations when a criminal element is associated with a license plate and the license plate is then tracked through various jurisdictions, allowing outside agencies to be alerted to a Colma suspect in their area.

The actual five year agreement has been reviewed and negotiated by the City Attorney's office. Some of the more relevant terms include the following:

- Flock grants to the Town a non-exclusive, non-transferable right to access the features and functions of the Flock Services via Flock's web interface during the five year term.
- Flock agrees to provide the Town with reasonable technical and on-site support and maintenance services in-person, via phone, or by email, for the cameras and use of the Flock Services via their system.
- In the event of any service disruption, Flock agrees to toll the five year term of the agreement until the Town regains access. For example, in the event of a service interruption lasting five (5) continuous days, the Town will receive a credit for five (5) free days at the end of the five year term.
- The Town shall use Flock Services only in compliance with the agreement and all applicable laws and regulations. Flock likewise shall comply with all applicable laws and regulations in its performance of the agreement.
- The Town will generally retain its right to all data uploaded, but Flock does have the right to collect, analyze, and anonymize the data to the extent such anonymization renders the data non-identifiable mostly for training and efficiency purposes in improving the Flock system.
- Both parties agree to maintain the confidentiality of any data received, but the
 agreement acknowledges the Town has the right to produce any confidential data if
 mandated to do so by court subpoena or the California Public Records Act.
- Flock may access, use, preserve and/or disclose any camera footage to law enforcement authorities, government officials, and/or third parties, but only if legally required to do so.
- The term is five years at \$20,000 per year for five years.
- Flock will be agreeing to the Town's addendum to the agreement which was negotiated by the City Attorney's office. This addendum has greater protections for the Town including an obligation that Flock carry insurance and indemnify the Town for any third party claims or litigation relating to any injury or damage.

Council Adopted Values

The City Council's adoption of the resolution to approve and authorize the City Manager to execute a five year contract with Flock is the *responsible* thing to do as it reduces the cost of the camera system by \$4000 per year or \$20,000 over the five year period.

ALTERNATIVES

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

1. Do not approve the contract and pay for the camera system at a cost of \$24,000 per year.

CONCLUSION

Staff recommends the City Council adopt the resolution approving and authorizing the City Manager to execute a contract with Flock Safety to provide automated License plate readers cameras to the Town of Colma.

ATTACHMENTS

- A. Resolution
- B. Flock Safey Contract



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

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR CONTRACT WITH FLOCK SAFETY FOR AUTOMATED LICENSE PLATE READERS IN THE TOTAL AMOUNT OF \$100,000 PURSUANT TO CEQA GUIDELINE 15378

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

1. Background

- (a) In July of 2021 the Town entered into a contract with Flock Safety Systems to install and manage four Automated License Plate Reader (ALPR's) in the Town at a cost of \$2500.00 per camera, per year.
- (b) Since that time, the Town of Colma has added four more cameras at the same price of \$2500.00 per camera, per year.
- (c) Town staff is now recommending to the City Council that the Town enter into a five year contract with Flock Safety to memorialize this pricing and allow the Town to continue to pay the same pricing for the next five years.

2. Approval and Authorization

- (a) The five year agreement between the Town of Colma and Flock Safety, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.
- (b) The City Manager is authorized to execute said agreement on behalf of the Town of Colma, with such 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 December 13, 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					
Voting Tally					

Dated	
	Joanne F. del Rosario, Mayor
	Attest:
	Abigail Dometita, Interim City Clerk

Attachment B

jake.sherman@flocksafety.com

fłock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private- public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

^{*}According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box So	ftware Features		
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint TM technology. Search filters include: • Vehicle make		
	Body type Color License plates O Partial tags O Missing tags O Temporary tags O State recognition Decals Bumper stickers Back racks Top racks		
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: California SVS FDLE FL Expired Licenses FL Expired Tags FL Sanctioned Drivers FL Sex Offenders Georgia DOR IL SOS Illinois Leads NCIC NCMEC Amber Alert REJIS CCIC FBI		
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.		
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on- scene video from a single interactive map for a birdseye view of activity in your jurisdiction.		
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.		

Out-of-Box Software Features (Continued)				
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.			
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.			
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.			
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.			
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.			

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle FingerprintTM technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement.	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume
V 1 Standard LPR Camera	V 1 LPR Camera	roadways like highways and interstates.
V Unlimited LTE data service + Flock		V 1 Long-Rage LPR Camera
OS platform licenses	V Unlimited LTE data service +	
V 1 DOT breakaway pole	software licenses	V Computing device in protective
V 1 DOT breakaway pole	V 1 portable mount with varying-	poly case
V Dual solar panels	sized band clamps	V AC Power
V Permitting, installation, and ongoing	V 1 Charger for internal battery	V Permitting, installation, and
maintenance V 1 hardshell carrying case		ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. Note: Ongoing maintenance does not apply to Falcon Flex devices.
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A **ORDER FORM**

Customer: Legal Entity Name: Accounts Payable Email: Address: CA - Colma PD CA - Colma PD

jwollman@colma.ca.gov

1199 El Camino Real Colma, California 94014

Initial Term: 60 Months Renewal Term: 24 Months Payment Terms: Net 30

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$20,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

 Subtotal Year 1:
 \$20,000.00

 Annual Recurring Subtotal:
 \$20,000.00

 Discounts:
 \$20,000.00

 Estimated Tax:
 \$0.00

 Contract Total:
 \$100,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$20,000.00
Annual Recurring after Year 1	\$20,000.00
Contract Total	\$100,000.00

^{*}Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$20,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle FingerprintTM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached, as well as the Supplemental Conditions Addendum. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	Customer: CA - Colma PD
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
	PO Number:

Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("Flock") and the entity identified in the signature block ("Customer") (each a "Party," and together, the "Parties") on this the 29th Day of November 2023. This Agreement is effective on the date of mutual execution ("Effective Date"). Parties will sign an Order Form ("Order Form") which will describe the Flock Services to be performed and the period for performance, attached hereto as Exhibit A. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("*Notifications*");

WHEREAS, Customer desires access to the Flock Services (defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes in compliance with applicable laws and regulations, ("*Permitted Purpose*").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "Anonymized Data" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
- 1.2 "Authorized End User(s)" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
- 1.3 "*Customer Data*" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
- 1.4. "*Customer Hardware*" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.5 "*Embedded Software*" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
- 1.6 "*Flock Hardware*" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

- 1.7 "*Flock IP*" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
- 1.8 "*Flock Services*" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.9 "*Footage*" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
- 1.11 "Hotlist(s)" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.10 "*Installation Services*" means the services provided by Flock for installation of Flock Services.
- 1.11 "*Retention Period*" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.
- 1.12 "Vehicle FingerprintTM" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.
- 1.13 "*Web Interface*" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End

Users will be required to sign up for an account and select a password and username ("User ID"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of an Authorized End user which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall instruct Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

- 2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.
- 2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services inperson, via phone or by email at support@flocksafety.com (such services collectively referred to as "Support Services").
- 2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

- 2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party and interruption of services to Customer is required to protect Flock IP; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will provide written notice of any Service Interruption to Customer as soon as practicable, provide updates on a reasonable basis thereafter, and resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous interruption lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.
- 2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if(a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("Service Suspension"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension. To the extent the suspension is not caused by Customer's direct actions or the actions of parties associated with Customer, the expiration of the Term will be tolled by the duration of the suspension (for any continuous suspension lasting at least one full day). For example, in the event of a Service Suspension lasting 5 continuous days, Customer will receive a credit for 5 free days at the end of the term.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately and shall notify Customer of such circumstances.

3. CUSTOMER OBLIGATIONS

- 3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must take reasonable steps to protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information for the person designated by Customer to manage this Agreement at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access to and use of Customer facilities and Customer personnel as reasonably required to enable Flock to perform Services (such obligations of Customer are collectively defined as "Customer Obligations").
- 3.2 **Parties' Representations.** Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content. Flock shall comply with all applicable laws and regulations in its performance of this Agreement, including those relating to the provision of Flock Services.

4. DATA USE AND LICENSING

- 4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not own</u> and shall not sell Customer Data.
- 4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("Customer Generated Data"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data solely for the purpose of providing Flock Services to Customer. Flock does not own and shall not sell Customer Generated Data.
- 4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*"

of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. Subject to the California Public Records Act and other applicable law, The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, except as may be required by law, regulation, or Court order. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any lawful purpose in Flock's sole discretion. Customer shall not, and shall instruct Authorized End Users not to: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component

of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) intentionally interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so.

6. PAYMENT OF FEES

- 6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than ninety (90) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least sixty (60) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.
- 6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).
- 6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, and subject to resolution of any dispute raised pursuant to section 6.1 hereof, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

- 7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Term*"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "*Renewal Term*") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- 7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("*Cure Period*"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 4, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

- 8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.
- 8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services may be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

- 8.5 **Insurance.** Flock will maintain insurance policies as stated in Exhibit B.
- 8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions, or acts of hackers.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS, OR (III) INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION CLAIMS, OR (IV) PERSONAL INJURY CLAIMS CAUSED BY THE DIRECT ACTIONS OF FLOCK.

- 9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.
- 9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's indemnity obligations are more fully set forth in the Addendum of Supplemental Conditions hereto.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock.

Should Customer default on any payment of the Flock Services, and subject to Section 7.2, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.
- 10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.
- 10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("*Customer Obligations*"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement, and

Flock shall be responsible for the acts and omissions of such contractors and will indemnify the Customer for any damages and liabilities resulting from the acts and omissions of its subcontractors.

11. MISCELLANEOUS

- 11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).
- 11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
- 11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any

respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer. 11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state of California. The Parties hereto agree that venue would be proper in the chosen courts of competent jurisdiction in the County of San Mateo, California. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, <u>upon Customer's prior written consent and the mutual execution by authorized representatives</u> ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control. 11.8 **Publicity.** Upon written consent from Customer, Flock may reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.
- 11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release,

performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

- 11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

- 11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.
- 11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon 30 days' prior written notice to Customer.
- 11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.
- 11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS	<u>S</u> :
ADDRESS:	
ATTN:	
EMAIL:	

EXHIBIT B INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, general liability, and cyber liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) Commercial General Liability insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. The coverage 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. 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. 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.
- (ii) Umbrella or Excess Liability insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) Professional Liability/Errors and Omissions insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor. "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.
- (iv) Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage. 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). The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status. 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.
- (v) Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, 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 Contractor 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 Contractor or Town will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Town may cancel this Agreement.
- (iii) The Town may require the Contractor 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.

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ADDENDUM TOWN OF COLMA SUPPLEMENTAL CONDITIONS

For purposes of this Addendum to the Agreement between Flock Group, Inc. and the Town of Colma, the term "Contractor" shall refer to Flock Group, Inc., and the term "Town" shall be used to refer to the Agency, which is the Town of Colma Police Department. To the extent that any terms of this Addendum are inconsistent or conflict with the Agreement, the Addendum shall control.

- 1. California Civil Code Compliance. Contractor is advised of, and agrees to comply with, the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "Flock Safety End to End Data Security Overview," "Flock Safety CJIS Compliance Overview," "Flock Safety Privacy Policy," and "Flock Safety Internet Security Policy," (collectively, referred to as the "Flock Security Policies") as each such policy was in effect as of August 31, 2023. Any amendment to the Flock Security Policies shall be transmitted to the Town within 10 days. In the event the Flock Security Policies or t amendments would violate any State or Federal law, then the Town shall have the right to terminate the Agreement and Contractor will refund to Town a pro-rata portion of the pre-paid Fees for Services not received due to such termination.
- 2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the Town immediately (and in no event more than 24 hours) upon the known occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the Town will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the Town for the costs of providing any security breach notification required by Civil Code section 1798.29,or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections 2.1 and 8.4 and Article 9 of the Agreement.

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- 3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the Town, and hold harmless the Town and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the Town or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Town of insurance certificates and endorsements required under the contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections 2.1 and 8.4 and Article 9 of the Agreement.
- 4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the Town that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend Town against the claim and indemnify Town from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that Town: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate Town's use rights and refund any unused, prepaid fees Town may have paid to Contractor.
- 5. California Public Records Act Compliance. Notwithstanding Section 5 of the Agreement, Contractor expressly understands that Town is a public Customer subject to the California Public

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Records Act (Cal. Government Code § 7922.000 et seq.). In the event that Town receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," Town shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. Town's obligation shall only extend to notifying Contractor of the request, and Town shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

- 6. Independent Contractor . It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the Town as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the Town. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.
- 7. Subcontractors. Notwithstanding Section 2.1 of the Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.
- 8. Appropriation. Town's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the Town is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the Town.
- 9. Business License. Pursuant to the Town of Colma Municipal Code, Chapter 4, Contractor shall procure a business license, pay the applicable tax prescribed therefor, and comply with all applicable Town regulations governing businesses within the Town.





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Kathleen Gallagher, Sustainability Manager, CSG

VIA: Daniel Barros, City Manager

MEETING DATE: December 13, 2023

SUBJECT: Resolution to Accept SB 1383 Grant

RECOMMENDATION

Staff recommends the City Council adopt the following:

RESOLUTION OF THE TOWN OF COLMA AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS TO CALRECYCLE FOR ALL GRANT PROGRAMS FOR WHICH THE TOWN OF COLMA IS ELIGIBLE PURSUANT TO CEOA GUIDELINE 15378

EXECUTIVE SUMMARY

The Department of Resources Recycling and Recovery (CalRecycle) recently announced a new grant, Senate Bill 1383 Local Assistance \$75,000 Grant, for jurisdictions to assist with funding for implementation of SB 1383 programs and requirements. SB 1383's requirements for jurisdictions include organics collection programs to divert organics from landfill, meeting annual organic waste product procurement requirements, meeting recycled content procurement requirements, meeting edible food recovery requirements, reporting to CalRecycle, etc. The Public Resources Code sections 48000 et seq. authorizes CalRecycle to administer various grant programs for jurisdictions in efforts to reduce, recycle, compost, and reuse waste generated to protect public health and safety, and the environment, and reduce greenhouse gas emissions. CalRecycle requires a resolution from jurisdictions to accept the SB 1383 grant.

FISCAL IMPACT

The \$75,000 grant will assist the Town in offsetting costs for implementation of programs for compliance with SB 1383.

BACKGROUND AND ANALYSIS

SB 1383 (Chapter 395, Statutes of 2016) is landmark legislation that requires 75% organic waste diversion from landfill by 2025, and recovery of 20% of currently disposed edible food by 2025. These aggressive targets were established to reduce methane, a powerful greenhouse gas that is emitted from landfilled organic waste. SB 1383 requires jurisdictions to implement several measures that include adoption of an ordinance, adoption of a procurement policy, new

Staff Report - SB 1383 Grant Page 1 of 2

outreach/education requirements, universal mandatory organics collection programs, reporting, monitoring and enforcement requirements, establishment of an edible food recovery program, and compliance reporting to CalRecycle on mandatory measures. The Town has these programs underway to be compliant with SB 1383 and the grant will assist the Town in offsetting costs for SB 1383 compliance. CalRecycle recently announced that new grant resolutions are needed from jurisdictions to explicitly allow jurisdictions to apply for CalRecycle grant funding and receive funds if awarded. Therefore, this resolution approval is needed for this grant.

COUNCIL ADOPTED VALUES

The adoption of the Resolution is consistent with the Council value of *vision* and *responsibility* because it enables the Town to continue compliance with SB 1383.

SUSTAINABILITY IMPACT

Adoption of the Resolution will assist in improving sustainability by reducing greenhouse gas emissions by diverting organics from the landfill.

ENVIRONMENTAL

The City Council adoption of the resolution to accept the SB 1383 grant is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378 as it is a government fiscal activity which does not involve a commitment to any specific project which may result in a potentially significant physical impact on the environment. Implementation of SB 1383 is a state law requirement and the funding from the grant will assist the Town in compliance with state law.

RECOMMENDATION

Staff recommends the City Council adopt the Resolution of the Town of Colma authorizing submittal of the individual Grant applications for which the Town of Colma is eligible pursuant to CEQA Guideline 1537.

ATTACHMENTS

A. Resolution

Staff Report - SB 1383 Grant Page 2 of 2

RESOLUTION 2023-__ OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION OF THE TOWN OF COLMA AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS TO CALRECYCLE FOR ALL GRANT PROGRAMS FOR WHICH THE TOWN OF COLMA IS ELIGIBLE PURSUANT TO CEQA GUIDELINE 15378

1. Findings

- (a) Public Resources Code sections 48000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment.
- (b) In furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants.
- (c) CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

2. Order

- (a) Town of Colma authorizes the submittal of applications to CalRecycle for all grants for which Town of Colma is eligible.
- (b) The City Manager, or their designee, is hereby authorized and empowered to execute in the name of Town of Colma all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.

implement the approved grant project.				
(c)	That these authorizations are effective for five years from the date of adoption.			
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Certification of Adoption

I certify that the foregoing Resolution No. 2023-__ was duly adopted at a regular meeting of said City Council held on December 13, 2023, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor					
John Irish Goodwin					
Helen Fisicaro					
Ken Gonzalez					
Carrie Slaughter					
Voting Tally					

Dated	Joanne F. del Rosario, Mayor
	Attest:Abigail Dometita, Interim City Clerk



TO: Mayor and Members of the City Council

FROM: Farhad Mortazavi, City Planner

Kathleen Gallagher, Sustainability Manager

VIA: Daniel Baros, City Manager

MEETING DATE: December 13, 2023

SUBJECT: 1520 Hillside Boulevard – Design Review Permit

RECOMMENDATION

Staff recommends the City Council adopt the following:

RESOLUTION APPROVING THE DESIGN REVIEW PERMIT, WITH MODIFICATIONS, FOR THE TOWN'S SOLAR CARPORT INSTALLATION AT THE TOWN'S COMMUNITY CENTER PURSUANT TO CEQA GUIDELINES 15301 AND 15303

EXECUTIVE SUMMARY

The project to install solar carports at the Town's Community Center requires a Design Review permit per the Town's Municipal Code. The purpose of the design review process is to provide the community and the City Council with an understanding as to how the solar array will appear and to determine if it is consistent with the design review requirements. The solar installation is to be completed in the First Ouarter of 2024.

BACKGROUND AND ANALYSIS

At the October 13, 2021 City Council meeting, Town staff along with Peninsula Clean Energy (PCE) held a study session to review PCEs procurement process for a solar installation at the Colma Community Center. The session provided the proposed layout of the solar panels on rooftop and on new solar carports and staff and PCE provided the financial and sustainability benefits that the Town would receive by installing solar. The City Council provided feedback

that they preferred to not have rooftop solar installed, therefore, the updated design included all solar panels on new carports.

The City Council authorized approval of PCE's Power Purchase Agreement (PPA) with PCE on November 10, 2021. BY approving the PPA, PCE will provide management of solar procurement process for solar array design, installation, operation, and maintenance over a 20-year term. Over the last several months, city staff have collaborated with PCE on solar installation design alternatives and used the feedback received from the City Council and staff to complete the design. The final design has been provided for review by the City Council as part of the design review approval of the project. The project also benefits residents by providing a safe and operational resiliency center where residents can go to during power outages, high heat days and other emergency events once the future battery storage system is installed.

Council Adopted Values

The adoption of the Resolution is consistent with the Council value of *vision* and *responsibility* because it enables the Town to generate renewable energy, reduce greenhouse gas emissions (GHG), reduce costs, and provide community benefit and community resiliency.

Sustainability Impact

Adoption of the Resolution will improve sustainability by reducing GHG, generating renewable energy and assisting the Town in meeting the Climate Action Plan 2030 GHG reduction targets.

Project Description

The project is to install solar panels atop a new carport on the existing community center's parking lot and the design is a result of collaboration between town staff and PCE which incorporates feedback from prior city council meetings. The project requires a Design Review permit. The community center is within the Town's General Plan and Zoning designation of Public with a Spanish Mediterranean Design Review Overlay district [DR(S)].

Findings Related to Design Review

Section 5.03.300(b)(ii) of the Colma Municipal Code (CMC) requires that:

Roofs shall be low pitched gable and shed roof types with terra-cotta or similar colored real, individual Spanish barrel tile. No manufactured tile or sheets of tile may be used. All flat roof areas shall be surrounded by a parapet wall and must not be located where they can be viewed from adjacent buildings or property. Parapet walls shall be of such height that will completely screen all rooftop equipment.

The proposed roof is of a shed roof type, but the terra-cotta or similar colored Spanish barrel tile application is not feasible as the carport structure and its roof is of steel material, but it will be painted a beige color to closely match the stucco color of the community center. In addition, the modification required from this requirement and its authority is discussed below.

Section 5.03.300(d)(3) of the CMC requires that:

The City Council or Zoning Administrator may, in its sole discretion, modify the application of these DR Design Standards to a modification or addition of an existing building after considering: (a) the nature of the specific standard or standards to be applied; (b) the economic impact of strict compliance with these standards on the property; and (c) the extent to which strict compliance interferes with the property owner's investment-backed expectations.

The application of the required Spanish Mediterranean design theme/style (Spanish barrel tile, stucco, etc.) is not possible with the nature of the solar panel installation as there is limited technology that would conform to the subject design theme while providing the intended energy savings and environmental benefits. The solar carport achieves multiple benefits for the Town including over \$608,000 over the PPA term and meeting one of the Town's Climate Action Plan programs which are needed to meet the Town's greenhouse gas reduction targets. Therefore, staff believes that a modification to the Design Standards is appropriate based on the following:

- There are limited options in terms of solar technology to meet the Design Standards;
 and
- If strict compliance with the Design Standards is imposed, the Town would have difficulty in installing a solar product that will lead to the savings noted above that would in turn lead to an economic impact on the Town, contradicting with the feedback received from the City Council in 2021.

For all the reasons noted above, staff is recommending that the City Council modify the Design Standards as applied to the Project.

Section 5.03.300(d)(4) of the CMC requires that certain findings be made for approval of Design Review as follows:

- i. The architectural, site and landscape design of the proposed project incorporates design elements adopted for the DR zone.
- ii. The architectural, site and landscape design substantially reflects the goal of the DR zone to achieve a consistent site, landscape and building design theme for the Town of Colma.

The project site is in the Spanish Mediterranean Design Review Overlay zone. The proposed project includes adding a solar carport to 10 existing parking spaces as shown in the site plan for the purpose of solar installation for the reasons as described in the Background Section of this report. Based on the modifications recommended by staff, strict compliance with the Design Standards is not required and staff is recommending that the City Council modify the standards as applied to the Project. All other requirements of the Design Review requirements are met with this application other than the one modification being granted by the City Council to Section 5.03.300(b)(ii) noted above.

Council Adopted Values

The adoption of the Resolution is consistent with the Council value of *vision* and *responsibility* because it enables the Town to generate renewable energy, reduce greenhouse gas emissions (GHG) and provide community benefit and community resiliency.

Sustainability Impact

Adoption of the Resolution will improve sustainability by reducing GHG, generating renewable energy and assisting the Town in meeting the Climate Action Plan 2030 GHG reduction targets.

Environmental Review

As Lead Agency for approval of the Design Review permit under the California Environmental Quality Act (CEQA), the Town of Colma finds the project Categorically Exempt under CEQA, California Code of Regulations Section 15301 - Existing Facilities, and 15303 – New Construction or Conversion of Small Structures.

FISCAL IMPACT

The solar installation at the Town's community center provides the Town with \$608,500 of cost savings over the 20-year Power Purchase Agreement term.

CONCLUSION

Staff recommends that the City Council adopt the Resolution approving the Design Review Permit.

CONDITIONS OF APPROVAL

The City Council approves the Design Review to allow for construction of solar carport installation adjacent to the community center, subject to the conditions of approval:

- a. <u>Approval.</u> This approval applies specifically to the project plans submitted to the Planning Department on November 30, 2023. All plans submitted for permits and subsequent construction, operation, and use on the site shall be in substantial compliance with these documents, subject to the changes and conditions set out herein. The Design Review Permit is valid for one year and will expire on December 13, 2024, if an associated building permit has not been issued. If this Permit is about to expire with no building permit being issued by the expiration date, the applicant may submit an application for one (1) year extension of the Use Permit to the planning department.
- b. <u>Conditions of Approval with the Plan Sets.</u> A copy of these conditions of approval shall be included in the building permit plan set. At least one copy of the

stamped approved plans, along with the Approval Letter and Conditions of Approval and/or mitigations, shall be available at the job site at all times during construction.

- c. <u>Minor Changes.</u> Minor changes to the approved use of the site may be approved administratively by the City Planner or designee.
- d. <u>Permits.</u> The Permittee shall obtain all necessary permits, including building and fire permits.
- e. <u>Plans and Documents.</u> All plans and documents must be stamped and signed by all design professionals.
- f. <u>California Building Code.</u> All work must comply with the most recent California Building Code edition.
- g. <u>ADA Compliance.</u> ADA improvements must comply with the California Building Code requirements.
- h. <u>Noise</u>. If the Town receives verified noise complaints from adjacent properties, the Applicant shall modify business practices and/or install further noise control features, such as noise insulation, to the satisfaction of the City Planner and Building Official.
- i. <u>Building and Fire Code Compliance</u>. All construction work must comply with 2023 California Building Code, 2023 California Mechanical Code, and 2023 California Fire Code.
- j. <u>Stormwater Discharge:</u> Any new roof downspouts should be discharged to landscaped areas.
- k. <u>Colors and Materials.</u> Exterior colors and materials for the building must be consistent with the colors and materials noted in the approved architectural plan set.
- I. <u>Conditions of Approval with Plan Sets.</u> The conditions of approval shall be reproduced on the first page of the plans submitted for demolition, grading or building permits. Additional pages may be used if necessary. At least one copy of the stamped approved plans, along with the Approval Letter and Conditions of Approval and/or mitigations, shall be available for review at the job site at all times during construction.
- m. <u>Construction Signage.</u> Prior to commencing any work on the project, including demolition or grading work, the permittee shall post on the project site in clear view of the public right-of-way, a sign indicating hours of construction and a phone number of the permittee to call for noise complaints.
- n. <u>Construction Hours.</u> Per Colma Municipal Code 5.04.220(c), Standard Hours of Construction, within a radius of 500 feet of any residential unit, construction related

work including truck hauling is limited to Monday to Friday from 8:00 AM to 7:00 PM, Saturday, 9:00 AM to 5:00 PM, and Sunday from 12:00 PM to 5:00 PM.

- o. <u>Storage of Materials in the Public Roadway</u>. No material or equipment shall be stored on the improved portion of any public roadway at any time.
- p. <u>Litter Control.</u> Prior to the end of each workday during construction, the contractor or contractors shall pick up and properly dispose of all litter resulting from or related to the project, whether located on the property, within the public rights-of-way, or properties of adjacent neighbors.
- q. The requirements of the Colma Fire Protection District shall be met prior to the issuance of building permit(s) for the project. For further information on the requirements of the District, the applicant may contact the Deputy Fire Marshall, Bill Pardini at bpardini@colmafd.org or (650)740-2023. A separate review fee is required as part of the building permit plan check process. These comments include.
- r. The Permittee must comply with all applicable federal, state and municipal laws, codes and regulations, including the California Building and Fire Codes. Nothing herein shall be construed as authorizing any approvals under, or any exceptions to any other law, code or regulation, or as authorizing any change to the occupancy classification of the premises or any buildings thereon as defined on the California Building Code. Without limiting the generality of the foregoing.
- s. The Permittee shall maintain an annual Colma Business Registration.
- t. Prior to issuance of a Business Registration, the Permittee shall arrange for the project site to be inspected for Fire and Life Safety requirements of California Fire Code by the Colma Fire Protection District.
- u. The Conditional Design Review Permit may be modified or revoked should it be determined that: and
 - The property is being operated or maintained in a manner that is detrimental
 to the public health or welfare, is materially injurious to property or
 improvements in the vicinity, constitutes a public nuisance, or is contrary to
 any law, code or regulation;
 - 2) If the Permittee fails to comply with and satisfy the conditions herein; or
 - 3) As otherwise allowed by law.
- v. The Permittee must agree to comply with every term and condition herein by countersigning a copy of this approval.

ATTACHMENTS

- A. Resolution
- B. Site Plan
- C. Elevation



RESOLUTION 2023-__ OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION APPROVING THE DESIGN REVIEW PERMIT, WITH MODIFICATIONS, FOR THE TOWN'S SOLAR CARPORT INSTALLATION AT THE TOWN'S COMMUNITY CENTER PURSUANT TO CEQA GUIDELINES 15301 AND 15303

1. Background.

- (a) The Town of Colma has actively demonstrated its commitment to a sustainable and resilient future through adoption of its Climate Action Plan 2030 and original Climate Action Plan in 2013 and has implemented new programs and policies that include energy efficiency, water conservation, clean energy programs, and the expansion of local renewable power supply.
- (b) The Town has worked collaboratively with Peninsula Clean Energy (PCE) by participating in regional programs that assist the Town in meeting greenhouse gas reduction targets.
- (c) PCE is offering a collaborative procurement process to local government partners across San Mateo County in support of its organizational objectives to increase local renewable generation, help reduce energy costs, and help its customers achieve sustainability goals.
- (d) A Community Choice Aggregation program such as Peninsula Clean Energy (PCE) is a mechanism by which local governments assume responsibility for providing electrical power for residential and commercial customers in their jurisdiction in partnership with local commercial energy purveyors and owners of transmission and distribution facilities, which in the case of San Mateo County is Pacific Gas & Electric Co.
- (e) The Town is proposing to install solar on carports at the Colma Community Center through the PCE regional program for solar installation.
- (f) Pursuant to the Colma Municipal Code, the Town's Community Center is located Spanish Mediterranean Design Review Overlay District and the proposed solar carport installation will require the City Council to approve a design review permit.

2. Findings Related to Design Review

The City Council hereby approves the design review permit for the proposed solar carport installation at the Town's Community Center pursuant to the below legal findings and subject to the below conditions of approval:

Section 5.03.300(b)(ii) of the Colma Municipal Code (CMC) requires that:

Roofs shall be low pitched gable and shed roof types with terra-cotta or similar colored real, individual Spanish barrel tile. No manufactured tile or sheets of tile may be used. All flat roof areas shall be surrounded by a parapet wall and must not be located where they can be viewed from adjacent buildings or property. Parapet walls shall be of such height that will completely screen all rooftop equipment.

The proposed roof is of a shed roof type, but the terra-cotta or similar colored Spanish barrel tile application is not feasible as the carport structure and its roof is of steel material, but it will be painted a beige color to closely match the stucco color of the community center. In addition, the modification required from this requirement and its authority is discussed below.

Section 5.03.300(d)(3) of the CMC requires that:

The City Council or Zoning Administrator may, in its sole discretion, modify the application of these DR Design Standards to a modification or addition of an existing building after considering: (a) the nature of the specific standard or standards to be applied; (b) the economic impact of strict compliance with these standards on the property; and (c) the extent to which strict compliance interferes with the property owner's investment-backed expectations.

The application of the required Spanish Mediterranean design theme/style (Spanish barrel tile, stucco, etc.) is not possible with the nature of the solar panel installation as there is limited technology that would conform to the subject design theme while providing the intended energy savings and environmental benefits. The solar carport achieves multiple benefits for the Town including over \$608,000 over the PPA term and meeting one of the Town's Climate Action Plan programs which are needed to meet the Town's greenhouse gas reduction targets. Therefore, staff believes that a modification to the Design Standards is appropriate based on the following:

- There are limited options in terms of solar technology to meet the Design Standards;
 and
- If strict compliance with the Design Standards is imposed, the Town would have difficulty in installing a solar product that will lead to the savings noted above that would in turn lead to an economic impact on the Town, contradicting with the feedback received from the City Council in 2021.

For all the reasons noted above, staff is recommending that the City Council modify the Design Standards as applied to the Project.

Section 5.03.300(d)(4) of the CMC requires that certain findings be made for approval of Design Review as follows:

- i. The architectural, site and landscape design of the proposed project incorporates design elements adopted for the DR zone.
- ii. The architectural, site and landscape design substantially reflects the goal of the DR zone to achieve a consistent site, landscape and building design theme for the Town of Colma.

The project site is in the Spanish Mediterranean Design Review Overlay zone. The proposed project includes adding a solar carport to 10 existing parking spaces as shown in the site plan for the purpose of solar installation for the reasons as described in the Background Section of this report. Based on the modifications recommended by staff, strict compliance with the Design Standards is not required and the City Council modifies the standards as applied to the Project. All other requirements of the Design Review requirements are met with this application

other than the one modification being granted by the City Council to Section 5.03.300(b)(ii) noted above.

CONDITIONS OF APPROVAL

The City Council approves the Design Review to allow for construction of solar carport installation adjacent to the community center, subject to the conditions of approval:

- a. <u>Approval.</u> This approval applies specifically to the project plans submitted to the Planning Department on November 30, 2023. All plans submitted for permits and subsequent construction, operation, and use on the site shall be in substantial compliance with these documents, subject to the changes and conditions set out herein. The Design Review Permit is valid for one year and will expire on December 13, 2024, if an associated building permit has not been issued. If this Permit is about to expire with no building permit being issued by the expiration date, the applicant may submit an application for one (1) year extension of the permit to the planning department.
- b. <u>Conditions of Approval with the Plan Sets.</u> A copy of these conditions of approval shall be included in the building permit plan set. At least one copy of the stamped approved plans, along with the Approval Letter and Conditions of Approval and/or mitigations, shall be available at the job site at all times during construction.
- c. <u>Minor Changes.</u> Minor changes to the approved use of the site may be approved administratively by the City Planner or designee.
- d. <u>Permits.</u> The Permittee shall obtain all necessary permits, including building and fire permits.
- e. <u>Plans and Documents.</u> All plans and documents must be stamped and signed by all design professionals.
- f. <u>California Building Code.</u> All work must comply with the most recent California Building Code edition.
- g. <u>ADA Compliance.</u> ADA improvements must comply with the California Building Code requirements.
- h. <u>Noise.</u> If the Town receives verified noise complaints from adjacent properties, the Applicant shall modify business practices and/or install further noise control features, such as noise insulation, to the satisfaction of the City Planner and Building Official.
- i. <u>Building and Fire Code Compliance.</u> All construction work must comply with 2023 California Building Code, 2023 California Mechanical Code, and 2023 California Fire Code.
- j. <u>Stormwater Discharge:</u> Any new roof downspouts should be discharged to landscaped areas.
- k. <u>Colors and Materials.</u> Exterior colors and materials for the building must be consistent with the colors and materials noted in the approved architectural plan set.

- I. <u>Conditions of Approval with Plan Sets.</u> The conditions of approval shall be reproduced on the first page of the plans submitted for demolition, grading or building permits. Additional pages may be used if necessary. At least one copy of the stamped approved plans, along with the Approval Letter and Conditions of Approval and/or mitigations, shall be available for review at the job site at all times during construction.
- m. <u>Construction Signage</u>. Prior to commencing any work on the project, including demolition or grading work, the permittee shall post on the project site in clear view of the public right-of-way, a sign indicating hours of construction and a phone number of the permittee to call for noise complaints.
- n. <u>Construction Hours.</u> Per Colma Municipal Code 5.04.220(c), Standard Hours of Construction, within a radius of 500 feet of any residential unit, construction related work including truck hauling is limited to Monday to Friday from 8:00 AM to 7:00 PM, Saturday, 9:00 AM to 5:00 PM, and Sunday from 12:00 PM to 5:00 PM.
- o. <u>Storage of Materials in the Public Roadway</u>. No material or equipment shall be stored on the improved portion of any public roadway at any time.
- p. <u>Litter Control.</u> Prior to the end of each workday during construction, the contractor or contractors shall pick up and properly dispose of all litter resulting from or related to the project, whether located on the property, within the public rights-of-way, or properties of adjacent neighbors.
- q. The requirements of the Colma Fire Protection District shall be met prior to the issuance of building permit(s) for the project. For further information on the requirements of the District, the applicant may contact the Deputy Fire Marshall, Bill Pardini at bpardini@colmafd.org or (650)740-2023. A separate review fee is required as part of the building permit plan check process. These comments include.
- r. The Permittee must comply with all applicable federal, state and municipal laws, codes and regulations, including the California Building and Fire Codes. Nothing herein shall be construed as authorizing any approvals under, or any exceptions to any other law, code or regulation, or as authorizing any change to the occupancy classification of the premises or any buildings thereon as defined on the California Building Code. Without limiting the generality of the foregoing.
 - s. The Permittee shall maintain an annual Colma Business Registration.
- t. Prior to issuance of a Business Registration, the Permittee shall arrange for the project site to be inspected for Fire and Life Safety requirements of California Fire Code by the Colma Fire Protection District.
- u. The Conditional Design Review Permit may be modified or revoked should it be determined that; and
 - 1. The property is being operated or maintained in a manner that is detrimental to the public health or welfare, is materially injurious to property or improvements in the vicinity, constitutes a public nuisance, or is contrary to any law, code or regulation;

- 2. If the Permittee fails to comply with and satisfy the conditions herein; or
- 3. As otherwise allowed by law.
- v. The Permittee must agree to comply with every term and condition herein by countersigning a copy of this approval.

Certification of Adoption

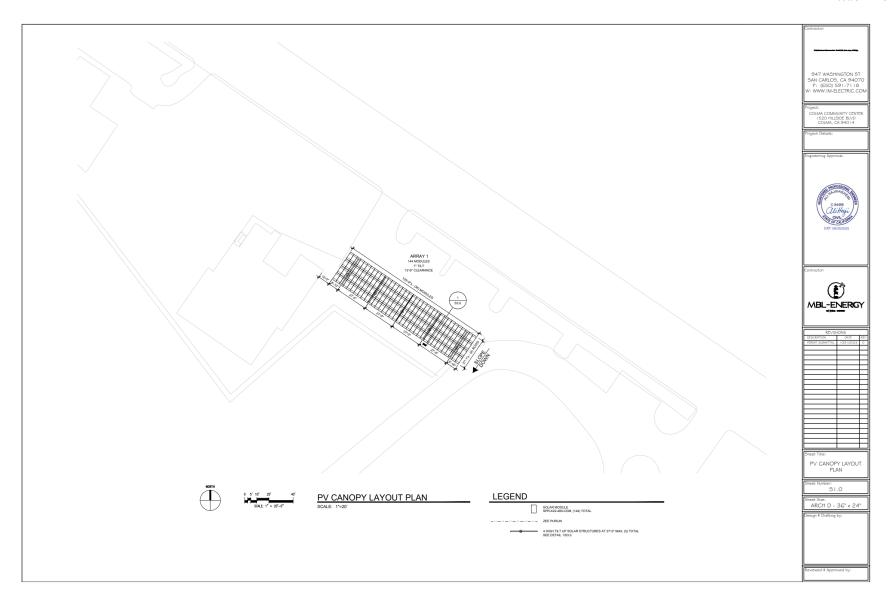
I certify that the foregoing Resolution No. 2023-__ was duly adopted at a regular meeting of said City Council held on December 13, 2023 by the following vote:

Name	Counte	Counted toward Quorum		Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
John Irish Goodwin					
Ken Gonzalez					
Carrie Slaughter					
Helen Fisicaro					
Voting Tally					

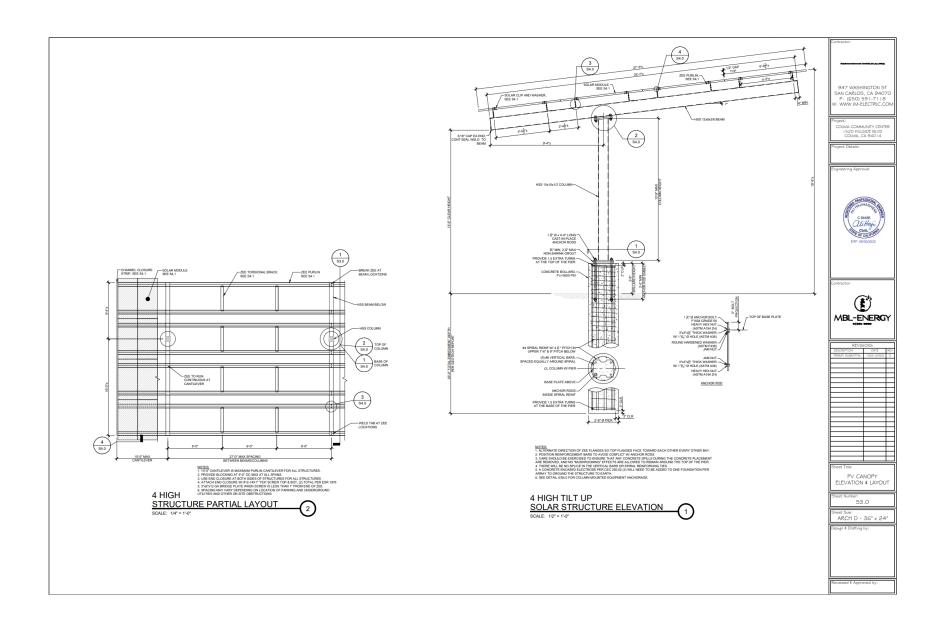
Dated	
	Joanne F. del Rosario, Mayor
	Attest:
	Abigail Dometita, Interim City Clerk



Attachment B











STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Caitlin Corley, City Clerk

VIA: Daniel Barros, City Manager

MEETING DATE: December 13, 2023

SUBJECT: Council of Cities and City Selection Committee

RECOMMENDATION

Staff recommends that the City Council make the following motion:

MOTION TO CONFIRM DESIGNATION OF THE MAYOR AS THE VOTING MEMBER FOR THE COUNCIL OF CITIES, DESIGNATING AN ALTERNATE VOTING MEMBER, AND GIVING THE VOTING MEMBER DISCRETION ON ANY AND ALL MATTERS TO BE CONSIDERED

EXECUTIVE SUMMARY

The San Mateo Council of Cities will meet on December 15, 2023 to elect its officers, to make appointments to certain Regional Boards, and to conduct other business. According to the Council's bylaws, all Council Members from a city are participating members of the Council of Cities, but only the Mayor, or the Mayor's alternate, is a voting member. By practice, the Mayors of each city are members of the City Selection Committee, which has been delegated the authority to make appointments to certain regional boards.

This motion will confirm the designation of the Mayor as the voting member of the Council of Cities and its City Selection Committee, designate an alternate to the Mayor, and grant the voting member discretion in voting on any and all matters.

FISCAL IMPACT

This action has no fiscal impact.

BACKGROUND

The Town of Colma City Council is a participant in the San Mateo County Council of Cities and the City Selection Committee. The Council of Cities meets once per month to discuss items of interest to the region and provide networking opportunities for elected officials from the cities of San Mateo County. The members of the San Mateo County Council of Cities are all of the elected officials from the cities in the County, as well as the Board of Supervisors of San Mateo County.

The City Selection Committee meets several times per year, usually immediately before a Council of Cities business meeting, and elects representatives from among the group of interested elected officials to serve on County-wide committees and boards, such as the San Mateo County Transportation Authority (SMCTA), and the Bay Area Air Quality Management District Board. Only one designated representative from each city is on the City Selection Committee, usually the Mayor. The City Selection Committee meets for the sole purpose of voting for the elected officials who will serve on County-wide committees and to elect the officers to the Council of Cities for the upcoming year.

ANALYSIS

The bylaws of the San Mateo Council of Cities provides that each Council Member is a participating member of the Council, that each city shall have one vote, and that the Mayor, or an alternate designated by the city, is the voting member for that city.

The proposed motion would confirm the designation of the Mayor as the Town's voting representative to the City Selection Committee and would appoint an alternate as voting member in case of the Mayor's absence.

The proposed motion would also confirm that the voting member has the discretion to vote on any matter before the Council of Cities. The voting member may seek and hear input and opinions of fellow Council Members but is not bound to vote in accordance with any instructions from fellow council members.

Attached to this staff report for discussion are a list of the vacant assignments and those currently seeking appointment. The City Selection Committee Agenda Packet, including letters of interest, is also attached.

Council Adopted Values

This recommendation is consistent with the *Vision* category from the Council's adopted values from the Values-Based Code of Conduct. The Mayor will vote to select committee members and board representatives that may have a direct impact on regional issues that are of interest to the Town of Colma.

Alternative

The alternative to giving the Mayor discretion to vote at the City Selection Committee meeting is to require the Mayor to vote in a manner consistent with the directions of the City Council. While this alternative is technically feasible, it is not a workable alternative when there are several potential candidates or issues to be voted on. The more candidates or issues there are to be voted on, the more complicated and unworkable this alternative becomes.

CONCLUSION

Staff recommends that the City Council adopt the proposed motion.

ATTACHMENTS

- A. List of Commission/Committee vacancies
- B. San Mateo County City Selection Committee Agenda Packet
- C. Proxy Designation Form



City Selection Committee Meeting December 15, 2023

Commission/Committee	Vacancies	Seeking Appointment/Reappointment		
Bay Area Air Quality Management District (BAAQMD)	1 seat available, representing All Cities.	Davina Hurt, Belmont – seeking reappointment		
COMPENSATED				
Domestic Violence Council (DVC) UNCOMPENSATED	1 seat available, representing All Cities.	Ruben Abrica, East Palo Alto – seeking reappointment		
Domestic Violence Council (DVC) Alternate Member UNCOMPENSATED	1 seat available, representing All Cities.	1.		
San Mateo County Transportation Authority (SMCTA)	1 seat available, representing All Cities.	Emily Beach, Burlingame – seeking reappointment		
COMPENSATED				
San Mateo County Transportation Authority (SMCTA)	1 seat available, representing Northern	Mark Nagales, South San Francisco – seeking reappointment		
COMPENSATED	Cities.			

San Mateo County Council of Cities Officers	Vacancies	Seeking Appointment/Reappointment		
Chairperson	1 seat	Rico E. Medina, San Bruno – seeking reappointment		
Vice Chairperson	1 seat	Eddie Flores, South San Francisco – seeking reappointment		



SAN MATEO COUNTY

CITY SELECTION COMMITTEE

Rico E. Medina, Chairperson Eddie Flores, Vice Chairperson

Sukhmani S. Purewal, Secretary 400 County Center Redwood City, 94063 650-363-1802

TO: MAYORS OF SAN MATEO COUNTY

FROM: SUKHMANI S. PUREWAL, SECRETARY

SUBJECT: REGULAR MEETING OF THE CITY SELECTION COMMITTEE

Mayor Rico E. Medina, Chairperson of the San Mateo County City Selection Committee called for a *Regular* in person meeting of the Committee at **6:15 p.m.** on **Friday, December 15, 2023**, at Colma Fire House – 50 Reiner Street Colma, CA 94014.

AGENDA

- 1) Roll Call
- 2) Selection of one (1) Councilmember to serve on the Bay Area Air Quality Management District (BAAQMD) representing *Cities (All Cities are eligible)*, for a term of two (2) years beginning January 1, 2024 through December 31, 2025.
 - i. Belmont Vice Mayor Davina Hurt, is seeking reappointment
- 3) Selection of one (1) Councilmember to serve as a regular member on the Domestic Violence Council (DVC) representing *Cities (All Cities are eligible)*, for a term of three (3) years beginning January 1, 2024 through December 31, 2026.
 - i. East Palo Alto Councilmember Ruben Abrica, is seeking reappointment
- 4) Selection of one (1) Councilmember to serve as an *Alternate* on the Domestic Violence Council (DVC) representing *Cities (All Cities are eligible)*, for a term of three (3) years beginning January 1, 2024 through December 31, 2026.
- 5) Selection of one (1) Councilmember to serve on the San Mateo County Transportation Authority (SMCTA) representing *Cities (All Cities are eligible)*, for a term of two (2) years beginning January 1, 2024 through December 31, 2025.
 - i. Burlingame Councilmember Emily Beach, is seeking reappointment
- 6) Selection of one (1) Councilmember to serve on the San Mateo County Transportation Authority (SMCTA) representing *Northern Cities* (Eligible Cities: Brisbane, Colma, Daly City, Pacifica, San Bruno, and South San Francisco) for a term of two (2) years beginning January 1, 2024 through December 31, 2025.
 - i. South San Francisco Vice Mayor Mark Nagales, is seeking reappointment

- 7) Election of a Chairperson to the City Selection Committee for 2024 (Note: Candidates must be a current Mayor or Council Member)
 - i. San Bruno Mayor Rico E. Medina, is seeking reappointment
- 8) Election of a Vice Chairperson to the City Selection Committee for 2024 (Note: Candidates must be a current Mayor or Council Member)
 - i. South San Francisco Councilmember Eddie Flores, is seeking reappointment
- 9) Oral Communications and Announcements
 - i. Public Comment Opportunity for the public to address the San Mateo County City Selection Committee.
 - ii. Any subject not on the agenda may be presented at this time by members of the City Selection Committee. These topics cannot be acted upon or discussed, but may be agendized for a later meeting date.



San Mateo County City Selection Committee
The Honorable Rico Medina, Chairperson and Mayor of San Bruno
% Sukhmani S. Purewal, Secretary to City Selection Committee
400 County Center
Redwood City, CA. 94063

November 30, 2023

Dear Honorable Chairperson, Mayors, and City Council Members of San Mateo County,

I am writing to respectfully request your support to continue serving as the representative of the 20 cities and towns of San Mateo County on the board of directors for the Bay Area Air Quality Management District (BAAQMD) and, in turn, the air quality regulatory body for the state- California Air Resources Board (CARB.)

BAAQMD aims to create a healthy breathing environment for every Bay Area resident while protecting and improving public health, air quality, and the global climate. During my 4 years at the Air District, I served in pivotal roles, which has positioned me to effectively advocate for our communities at the regional and state levels. Highlights are serving as vice chair and secretary of the board, whereby I oversaw and managed with Chair John Bauters of Emeryville -

- the hiring of a new Executive Director/APCO,
- · a board-initiated management audit,
- an overhaul of the administrative code,
- adoption of policies aligning human resources best practices,
- initiation of a new strategic planning session,
- board labor contracts and critical litigation,
- along with the integral role in the creation of the first Community Advisory Council of the Board.

In our efforts to reimagine community engagement, I served as chair of the first Community Health Equity and Justice Committee of the board that focuses its time and attention on making sure all communities have a public pathway to being heard, especially those most impacted by stationary and mobile sources in our communities. Additionally, I am honored and humbled to be nominated this month and poised to be voted in as the next Board Chair for a two-year term in line with reappointment.

In conjunction with BAAQMD representation, I was appointed by Governor Gavin Newsom and confirmed in a Senate confirmation Q&A hearing to represent the (9) counties of the Bay Area at CARB till 2026. As a board member of the CARB, I am one of only a few board members appointed from locally elected positions that bring the direct voice of cities, towns, and counties to the important work of CARB. Since my appointment, I have hit the ground running by forging new relationships for the county, bolstering existing ones, and making policy decisions to implement funding from the California State Budget as well as a range of programmatic funds derived from fees and penalties that will shape how well our communities transition to a green economy and attain carbon neutrality. I have attached a list of additional meetings I



One Twin Pines Lane Belmont, CA 94002

have taken outside of the Air District meetings to unite businesses and non-profit organizations to San Mateo County and the Bay Area.¹ These are our future problem solvers working on unique opportunities to positively address our air quality problems.

Throughout my tenure on the BAAQMD board, I have made a great effort to learn about the regulatory and programmatic efforts of the district - which are many. The work of the district is critically important to protecting and improving public health and meeting the challenges of decarbonization to mitigate the worst outcomes of climate change. As we look to the future, I will remain an advocate for meaningful regulation, transparency, and accountability. I am passionately committed to ensuring programs such as the Community Air Protection Program (CAPP), Clean Cars for All Program, the Clean Air Filtration Program, and the Spare the Air service continue to provide tangible and equitable benefits to our cities and all district residents. I will continue to ensure traditionally underrepresented and under-resourced communities benefit greatly from district investments and regulatory policy to improve air quality and health outcomes. I am committed to continuing to fulfill BAAQMD's critical mission with a focused eye on permitting and enforcement, while taking a progressive approach to regulate air pollution by internal and external systems. After attending COP26 and COP27 as a California delegate, it is clear to me that at every level of community and government, we have critical work to combat climate change and clean our air quality. Knowing how imperative it is that we create a strategic plan to ensure we meet the ambitious goals for our state and globe, I am on the subcommittee for strategic planning for BAAQMD and will continue to monitor closely our implementation working groups of our various regulatory actions. Lastly, I will continue the great tradition of collaborative leadership that has been a hallmark of this county and persist in forming private and public partnerships to further our shared goals.

Leadership means listening, learning, and acting; this is what we do in San Mateo County to make positive changes. It has been my honor representing and advocating for San Mateo County Cities on the BAAQMD. I look forward to the opportunity to continue serving with your trust and working hard for the needs of our diverse communities as a San Mateo County Cities' representative, Vice Chair for BAAQMD, and board member for CARB.

Thank you for your consideration.

Sincerely,

Davina Hurt

City of Belmont Vice Mayor/Former Mayor

Vice Chair, Bay Area Air Quality Management District of San Mateo County Cities

Board member, California Air Resources Board

¹ October 2021-June 2023 Meetings of Vice Chair Davina Hurt of CARB as BAAQMD Representative (Pages 3-10)



CARB Quarterly Reports for Bay Area Air District Board of Directors

Since Appointment October 2021-June 2023 Meetings of Vice Chair Davina Hurt of BAAQMD

- 1. October December 2021:
- 2. January March 2022:
- 3. April June 2022:
- 4. July September 2022:
- 5. October December 2022:
- 6. January June 2023:



One Twin Pines Lane

4002

CALIFORNIA AIR RESOURCES BOARD

Gavin Newsom, Governor Jared Blumenfeld, CalEPA Secretary Liane M. Randolph, Chair

To: Members of the Board of Directors

From: Davina Hurt, Board Member, California Air Resources Board

Date: February 16, 2022

Subject: Quarterly Report of My Activities as an Air Resources Board Member

The list below summarizes my activities as a California Air Resources Board member from November 1, 2021, through December 31, 2021:

October Activities

- 12th Portside CERP Briefing Charging Infrastructure Briefing
- 14th CAPP Sub-Quorum Portside CERP Meeting
- 21st Meeting w/ SCPPA re: Advanced Clean Fleets
- 22nd October Staff Briefing
- 26th Meeting w/ SJVAPCD re: SJV Attainment Issues
- 27th Meeting w/ Andy Guiliano re: Commercial Harbor Craft
- 28th October Board Meeting

November Activities

- 4th CAB/CTC/HCD Joint Meeting
- 12th November Staff Briefing
- 18th SoCal HQ Dedication and Air Talks
- 19th November Board Meeting

December Activities

- 3rd December Staff Briefing
- 9th December Board Meeting
- 14th Meeting w/ CARB Staff re: LCFS Petition
- 16th Meeting w/ Milk Producer's Council re: Methane and LCFS
- 20th Meeting w/ CA Forest Carbon Coalition re: Scoping Plan

Attachments: Public Agendas

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One Twin Pines Lane 4002



Gavin Newsom, Governor Jared Blumenfeld, CalEPA Secretary Liane M. Randolph, Chair

To: Members of the Board of Directors

From: Davina Hurt, Member, California Air Resources Board

Date: June 29, 2022

Subject: Quarterly Report of My Activities as an Air Resources Board Member

The list below summarizes my activities as a California Air Resources Board member from January 1, 2022, through March 31, 2022:

January Activities

- 13th Meeting w/ So Cal Public Power Auth. Re: ACF
- 21st January Staff Briefing and Cap-and-Trade Briefing
- 24th Meeting w/ ACWA re: ACF
- 27th January Board Meeting

February Activities

- 2nd Meeting w/ CalETC re: ACC II and ACF
- 7th Meeting w/ ACC II Coalition re: ACC II
- 10th AB 617 Community Selections Meeting
- 11th Meeting w/ CARB Staff re: Refinery Conversions
- 14th Meeting w/ CNGVC re: ACC II
- 15th Meeting w/ CARB Staff re: ACC II
- 16th Meeting w/ Auto Alliance re: ACC II
- 22nd February Staff Briefing
- 24th February Board Meeting

March Activities

- 2nd Meeting w/ EHC re: EJAC Joint Meeting
- 4th EJAC Joint Meeting Briefing Meeting w/ CTA re: ACF
- 21st Meeting w/ Earth Justice re: CHC
- 22nd Meeting w/ Ship Manufacutrer's Assoc. re: CHC
- 24th March Board Meeting

Attachments: Public Agendas



One Twin Pines Lane nt, CA 94002



Gavin Newsom, Governor Jared Blumenfeld, CalEPA Secretary Liane M. Randolph, Chair

To: Members of the Board of Directors

From: Davina Hurt, Member, California Air Resources Board

Date: August 4, 2022

Subject: Quarterly Report of My Activities as an Air Resources Board Member

The list below summarizes my activities as a California Air Resources Board member from April 1, 2022, through June 30, 2022:

April Activities

- 1st AB 617 Consultation Group Meeting
- 4th CARB/CTC/HCD Joint Meeting Briefing
- 6th CHC Briefing w/ Staff
- 7th CARB/CTC/HCD Joint Meeting
- 8th IPAG Sub-Quorum Meeting
- 12th Meeting w/ Anegeria Fuels re: LCFS
- 12th Meeting w/ EarthJustice re: CHC
- 19th April Staff Briefing
- 25th Meeting w/ Cummins re: ACF
- 26th Meeting w/ Subaru re: EVSE
- 28th April Board Meeting
- 29th Meet and Greet w/ ZF North America

May Activities

- 2nd OCAP Sub-Quorum on Stationary Sources
- 3rd Meeting w/ Resource Recovery Coalition re: Scoping Plan
- 9th Scoping Plan Briefing
- 11th AB 617 Consultation Group Agenda Setting Meeting
- 13th IPAG Pre-Meeting
- 31st Meeting w/ NESCAUM re: ACC II
- 31st Meeting w/ GM re: ACC II

June Activities

- 6th ACC II Staff Briefing
- 6th Meeting w/ CalETC re: ACC II
- 8th Meeting w/ Lucid Air re: ACC II
- 9th ACC II Board Meeting
- 10th Scoping Plan Briefing
- 14th Meeting w/ Regenerate California re: Scoping Plan
- 21st Meeting w/ WSPA re: Scoping Plan
- 23rd June Board Meeting
- 24th June Board Meeting
- 30th IPAG Public Meeting

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One Twin Pines Lane Belmont, CA 94002



Gavin Newsom, Governor Yana Garcia, CalEPA Secretary Liane M. Randolph, Chair

To: Members of the Board of Directors, BAAQMD

From: Davina Hurt, Member, California Air Resources Board

Date: November 29, 2022

Subject: Quarterly Report of My Activities as an Air Resources Board Member

The list below summarizes my activities as a California Air Resources Board member from July 1, 2022, through September 30, 2022:

July Activities

18th Meeting w/ Valley Clean Air re: SJV SIP

19th Meeting w/ Ford re: Battery Durability

Meeting w/ American Lung Assoc. re: Various CARB Items

22nd AB 617 Consultation Group Meeting

28th Meeting w/ Consumer Reports re: ACC II

Meeting w/ CVEC re: ACC II

AB 617 Community Listening Session

August Activities

9th AB 617 Community Listening Session

12th Meeting w/ Oberon Fuels re: Meet-and-Greet

Meeting w/ ACC II Coalition re: ACC II

Meeting w/ Dr. Cullenward (Stanford) re: Scoping Plan

15th Meeting w/ Auto Alliance re: ACC II

16th Meeting w/ Natl. Fed. On Small Business re: Scoping Plan

Meeting w/ SierraClub/Earth Justice re: Scoping Plan

August Staff Briefing

18th Meeting w/ Dr. Peribas (Livermore Lab) re: CCS

22nd Meeting w/ SEMA re: ACC II

25th August Board Meeting

29th CARB/EJAC Staff Briefing

September Activities

1st CARB/EJAC Joint Meeting

7th AB 617 Consultation Group Meeting

9th Meeting w/ CalETC re: ACF/Funding Plan

12th Meeting w/ CVAQ re: SJV Ozone SIP

14th September Staff Briefing

19th Meeting w/ Pacific Environment re: Scoping Plan

Meeting w/ ALA/CCA re: Various CARB Items

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BAAQMD Board of Directors November 29, 2022 Page 2

20th Meeting w/ CTA re: ACF

21st Meeting w/ CAs for Pesticide Reform re: Scoping Plan

22nd September Board Meeting

Attachments: Public Agendas





Gavin Newsom, Governor Yana Garcia, CalEPA Secretary Liane M. Randolph, Chair

One Twin Pines Lane Belmont, CA 94002

Members of the Board of Directors, BAAQMD To:

Davina Hurt, Member, California Air Resources Board From:

March 16, 2023 Date

Subject Quarterly Report of My Activities as an Air Resources Board Member

The list below summarizes my activities as a California Air Resources Board member from October 1, 2022, through December 31, 2022:

October Activities

October CERP Briefing 5th

CARB DaRE Hispanic and Latinx Heritage Month 6th

11th Meeting w/ UCS et al. re: ACF Meeting w/ Better World Group re: ACC II

12th

Meeting w/ CA Steel re: Scoping Plan
IPAG 3rd Meeting
Meeting w/ CNGVC re: ACF
October CERP Meeting
October Staff Briefing
Meeting W/ Postparts CA res Scoping 13th

24th Meeting w/ Regenerate CA re: Scoping Plan

Meeting w/ ACWA re: ACF

Meeting w/ Republic Services re: ACF Meeting w/ CalStart re: ACF Meeting w/ BlueGreen Alliance re: ACF Tour of SSF Scavengers re: ACF 25th

26th Meeting w/ US Hybrid re: ACF

October Board Meeting CARB/CTC/HCD Joint Meeting Briefing

Meeting w/ John Putnam, Gen. Counsel, USTA

November Activities

Seamless Bay Area re: Joint Meeting 1st

2nd AB 617 Consultation Group Meeting

3rd CARB/CTC/HCD Joint Meeting

Meeting w/ CVAQ re: SJV PM2.5 Plan

E.JAC ad hoc Governance Workgroup

November Staff Briefing

Meeting w/ CCA and ALA re: Funding Plan, In-Use Off-Road, and Locomotives 16th

Meeting w/ CTA re: Locomotives

November Board Meeting

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BAAQMD Board of Directors March 16, 2023

Page 2

Meeting w/ Secretary Garcia

EJAC Meeting Hoopa Valley Tour 30th

December Activities

Ceres Climate Summit

Ęth Meeting w/ CEJA re: Scoping Plan Meeting w/ CVAQ re: Scoping Plan EJAC Ad Hoc Governance Workgroup Meeting

AB 617 Consultation Group 8th

December Staff Briefing 12th

Research Screening Committee 13th

15th December Board Meeting

16th December Board Meeting

Attachments: Public Agendas



One Twin Pines Lane 4002



Gavin Newsom, Governor Yana Garcia, CalEPA Secretary Liane M. Randolph, Chair

To: Members of the Board of Directors, BAAQMD

From: Davina Hurt, Member, California Air Resources Board

Date: August 2, 2023

Subject: Quarterly Report of My Activities as an Air Resources Board Member

The list below summarizes my activities as a California Air Resources Board member from January 1, 2023, through March 31, 2023:

January Activities

- 11th Meeting w/ Union of Concerned Scientists re: ACF
- 19th January Staff Briefing

Meeting w/ Metal Finishers Assoc. re: Hex Chrome

- 24th CARB Ad Hoc Governance Workgroup Meeting
- 26th January Board Meeting
- 27th January Board Meeting (day 2)

February Activities

- 2nd Bay Area Toxics Tour
- 3rd Phillips 66 Refinery Tour
- 8th Mayors' Transatlantic Panel Discussion on a Just Transition to Net-Zero Economies
- 16th ACF Sub-Quorum February Staff Briefing

Meeting w/ CNGVC re: ACF

- 21st Meeting w/ Biorfuelwatch Meeting w/ MenloSpark
- 23rd February Board Meeting
- 28th Meeting w/ City of Roseville re: ACF

March Activities

- 7th Meeting w/ Enterprise re: ACF
- 8th AB 617 Consultation Group Meeting
- 16th March Staff Briefing
- 23rd March Board Meeting
- 27th CARB/CTC/HCD Joint Meeting Briefing

Attachments: Public Agendas

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Gavin Newsom, Governor Yana Garcia, CalEPA Secretary Liane M. Randolph, Chair One Twin Pines Lane Belmont, CA 94002

To: Members of the Board of Directors, BAAQMD

From: Davina Hurt, Member, California Air Resources Board

Date: November 9, 2023

Subject: Quarterly Report of My Activities as an Air Resources Board Members

The list below summarizes my activities as a California Air Resources Board member from July 1, 2023, through September 30, 2023:

July Activities

14th Meeting w/ Volvo Construction

20th Meeting w/ LCJA re: LCF5

24th Consultation Group Check-in With Chairs

26th Consultation Group Meeting

27th CARB Racial Equity Training

31st Atmosphere Awards

August Activities

14th Meeting w/ Rondo re: LCFS

Meeting w/ EarthJustice re: LCFS Meeting w/ WPGA re: ZE Forklifts

16th Presentation on CARB Advance Clean Fleets Regulation and How Local Agencies Are Addressing

These New Requirements

23rd Meeting w/ RNG Coalition re: LCFS

30th Meeting w/ CalETC re: LCFS

31st Consultation Group De-Brief

September Activities

11th Meeting w/ Clean Energy Fuels re: LCFS

12th Meeting w/ EJ Coalition re: LCFS

Joint Meeting Briefing

Meeting w/ CA-RTA

14th CARB/EJAC Joint Meeting

18th Meeting w/ NRDC re: LCFS

19th September Staff Briefing

Meeting w/ Low-Carbon Fuel Coalition

25th Blueprint 2.0 Sub-Quorum

26th Tour of Martinez CA Renewable Fuels Facility

27th Meeting w/ District Staff

28th September Board Meeting

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BAAQMD Board of Directors November 9, 2023 Page 2

29th Clean Mobility Event in Fresno

Attachments: Public Agendas



CITY OF EAST PALO ALTO OFFICE OF THE CITY COUNCIL

November 30, 2023

To: San Mateo County Council of Cities City Selection Committee

From: Ruben Abrica, Councilmember, City of East Palo Alto

Re: Application for reappointment to the Domestic Violence Council (DVC)

Ms. Sukhmani Purewal, Secretary to Selection Committee,

I am submitting this letter requesting reappointment to the Domestic Violence Council (DCV).

As the Regular Member, along with the Alternate Member, Councilmember Christine Krolik, I have attended almost all meetings of the DVC and actively participated in moving forward and expanding the work of the Council. We have brought the perspectives of City Government to strengthen the partnerships with various county agencies and Community organizations, to better serve those affected by domestic violence.

I did speak with Councilmember Krolik to see if she would be interested in moving from Alternate to Regular member. She indicated not at this time.

So, I respectfully ask for your consideration to be reappointed for a new 3- year term.

Ruben Abrica

Councilmember

City of East Palo Alto



MICHAEL BROWNRIGG, MAYOR DONNA COLSON, VICE MAYOR EMILY BEACH RICARDO ORTIZ PETER STEVENSON

CITY HALL -- 501 PRIMROSE ROAD BURLINGAME, CALIFORNIA 94010-3997

TEL: (650) 558-7201 www.burlingame.org

Dear Colleagues,

I would be honored to earn your vote as I seek reappointment to the San Mateo County Transportation Authority (TA) Board of Directors representing Peninsula Cities-at-Large. Serving on the TA has been a top highlight of my public service, and I'm grateful for the opportunity you have entrusted me with during the past seven years. I am passionate about improving our county's mobility with cost-effective, equitable, and innovative solutions. Transparency, fiscal responsibility, and sustainability are core values that guide my work on the TA.

I am currently the longest-serving member of the SMCTA Board, which enables me to provide important context and institutional memory for our team. I want to continue serving on the SMCTA Board so I can help navigate complex policy issues during the year ahead. These include:

- Overseeing the environmental review and preferred project alternative selection for the US
 101 Express Lanes north of 380 to San Francisco County. This is a controversial project that requires thoughtful deliberation and experienced leadership.
- Creating the first expenditure plan for the U.S.101 Express Lanes toll revenue. I will help
 ensure this expenditure plan is grounded in mode-shift, equity, and sustainability.
- Launching and evaluating the effectiveness of the Express Lanes new-and-improved \$200 annual community transportation benefit (equity) program "Version 2.0."
- Developing a responsible exit strategy for the TA's \$100M loan to the Express Lanes JPA. As a founding finance committee member, I am uniquely poised to help.
- Beginning the next SMCTA five-year Strategic Plan update, which will likely include strategies for renewing our voter-approved Measure A half-cent transportation sales tax.
- Developing and approving the first Countywide Automated Vehicles Strategic Plan in partnership with C/CAG.
- Administering SMCTA's upcoming (and historically largest) Bicycle and Pedestrian call for projects and grants.

I take my role as your Cities-at-Large Representative seriously, and I always cast my vote with the long-term best interests of San Mateo County constituents in mind. I've worked hard to earn your trust by actively listening and seeking your perspectives, touring your communities, preparing diligently for meetings and policy discussions, and working to spread Measure A & W grant dollars fairly throughout the county. You can count on me to be vigilant about our fiduciary responsibility to the taxpayers of San Mateo County.

Attendance, Engagement, & Continuity

I am honored to serve with such a collaborative and dedicated team of elected leaders and staff members at SMCTA. I have thoroughly enjoyed serving on the Board, as demonstrated by my high level of engagement and 98% attendance record. In seven years, I've only missed two meetings (one for a family emergency, and one for international travel before Zoom options existed!) I volunteer on TA subcommittees, attend community outreach meetings about TA projects throughout the County to hear first-hand input from constituents, and occasional Community Advisory Committee meetings about controversial issues. It's also been my honor to serve as one of three TA representatives on the San Mateo County U.S. 101 Express Lane JPA Board of Directors from its inception. Currently, Hon. Alicia Aguirre and I are the only two founding Board Members still serving on the JPA.

SMCTA Board Accomplishments

During the past two years, SMCTA enjoyed celebrating ground-breaking and ribbon cutting events with you and your communities for projects our grants sponsored. In addition to those highly visible accomplishments, I want to take this opportunity to spotlight other important policy work happening behind the scenes at SMCTA and the Express Lanes JPA during my current term of service:

- Funded and constructed the U.S. 101 Express Lanes project on-time and under budget.
 Launched operations with forward-thinking, equitable, and sustainable policies.
- Launched the first pre-funded Express Lane Equity Program in the U.S. enabled by SMCTA's
 outstanding credit rating and innovative financing strategy. The California Transportation
 Commission (CTC) and nationwide industry groups use our program as a national bestpractices model.
- Funded free \$100 Clipper Cards or FasTrak transponders to more than 3,000 low-income
 community members distributed by Samaritan House. 75% of participants chose the Clipper
 Card which reduced automobiles on our roadways and helped increase ridership for our
 struggling transit agencies. This is an important reminder to all of us policy makers that most
 lower-income people are transit-dependent and do not drive cars.
- Delivered fiscally healthy and socially responsible toll-lane policies that reward all 3-person carpools with free rides, eliminate barriers to entry for low-income drivers who need to access the lanes in an emergency, and charge SOV choice-riders market rates. Despite a decline in commute traffic post-pandemic, revenues from choice-riders cover operational costs, loan payments, and produce additional net revenue for re-investment in JPA priorities. If we continue this responsible trajectory, the JPA is on-track to pay off SMCTA's loan ahead of schedule.
- Implemented the TA's five-year Strategic Plan which incorporated Measure W funds and core
 principals into our new scoring criteria. This yielded projects that prioritized equity and
 sustainability more than ever before. TA staff and consultants offered historical levels of
 technical assistance to cities (even required some grantees to revise projects accordingly) to
 ensure TA-funded projects achieve sustainable goals, not just Level of Service/traffic
 throughput.
- Co-sponsored and launched the County's first autonomous vehicle strategic plan efforts with C/CAG.

Personal Commitment

Transportation policy is where I've chosen to focus significant time and attention. I believe thoughtful investment in transit improves our community's quality of life and helps address housing and environmental challenges. My service on other regional transportation bodies helps broaden my perspective as a TA decision-maker. I serve as Vice Chair of Commute.org Board of Directors, a

member of Caltrain's Modernization Local Policy Makers Group (including 7 years as Vice-Chair) and as a member of the County Office of Education's Safe Routes to Schools Advisory Committee. In the past, I served for seven years as a member of C/CAG's Congestion Management and Environmental Quality Committee (CMEQ), plus seven years as a member of C/CAG's Bicycle Pedestrian Advisory Committee. Back in 2020, I was appointed to the Federal Transportation and Infrastructure Advocacy Committee with the National League of Cities. I used that platform to advocate on behalf of our region for additional commuter rail funding for Caltrain (the electrification project, service improvements, and safety improvements like grade separations) plus robust bicycle and pedestrian grants for cities. I do my best to stitch together learnings from these committees to add value, insight, and context in our work together. Mobility solutions are also important to me personally. Literally every day, my family depends on Caltrain, SamTrans, the Dumbarton Express Bus line, BART, Commute.org shuttles, bicycles, and pedestrian infrastructure to get us where we need to go.

With your support, I will continue to steward Measure A and Measure W funds to improve our quality of life here in San Mateo County. Thank you for your consideration and I look forward to seeing you on December 15th in Colma!

Respectfully,

Emily Beach Councilmember

City of Burlingame

(415) 377-8125 (mobile)

L. Beach



November 27, 2023

City Selection Committee
C/o Sukhmani Purewal
Secretary of City Selection Committee/Assistant Clerk of the Board of Supervisors

RE: Re-appointment to the San Mateo County Transportation Authority (TA) - Northern Jurisdiction Seat

Dear Honorable Mayors and Councilmembers,

I seek your support for my re-appointment to the San Mateo County Transportation Authority (TA) for the Northern Jurisdiction of San Mateo County. We must continue to have strong representation on the TA to ensure that we have an impactful voice in the direction of transportation in the Bay Area.

It has been my honor to serve on the TA for the last couple of years. During my tenure, the TA has made tremendous progress on several key projects. We have made progress in the construction of managed lanes along Highway 101 to reduce the use of single-occupancy vehicles, pushed forward South San Francisco's CalTrain station to completion, and funded grade separation projects to improve pedestrian safety and relieve local traffic in our communities. Whether it's increasing CalTrain service, building grade separations for CalTrain tracks, expanding Ferry service, envisioning a more robust bicycle and pedestrian network, or exploring new alternative modes of transportation, there are many opportunities ahead for San Mateo County to create a vital transportation network that serves us now and well into the future.

As one of the first Filipino Americans elected to the South San Francisco City Council, I understand how important it is to have a seat at the table. I have advocated for the TA to expand its approaches to addressing equity and inclusion, to ensure that more residents can benefit from the improvements we're making and enjoy a better quality of life. While the pandemic has greatly impacted ridership on public transportation, it's imperative that we plan for our economic recovery and the growing demand for transit as more people return to work post-COVID. In the long term, public transportation and other alternative modes of transportation must continue to be part of the solution to mitigate traffic gridlock and its impact on the environment.

While I am running for the Northern district seat, I believe strongly in taking a regional approach to our County's transportation challenges. I recognize that there's no one-size-fits-all approach and that every city has its own needs. In seeking this re-appointment, I will be a representative for all cities in San Mateo County to voice your concerns, questions, and priorities to the entire TA Board. My door will always be open to anyone to share their conversations and ideas.

I will continue to look out for the best interests of San Mateo County. I will leverage my experience and connections on the local, State, and Federal levels to strengthen the County's transportation and infrastructure. I pledge to be a regional leader and a strong advocate for you while bringing people together to find sensible solutions. I humbly ask for your support.

Thank you for your consideration.

All the best,

Mark Nagales

Vice Mayor

City of South San Francisco

Mora nogola



Rico E. Medina *Mayor*

November 21, 2023

Re: Council of Cities and Selection Committee 2024

Liso E. medina

To The Honorable Mayors and City Council Members in San Mateo County,

This letter is to express my interest in applying for Chair of the Council of Cities and Selection Committee for 2024.

As you are aware, I currently serve as the Chair and am asking for your support and vote to continue in this capacity for next year.

With our addition of a regional meeting in January and the other venues throughout the year, we learn, exchange ideas, and build camaraderie which are valuable and rewarding.

If you have any questions or would like to discuss further, please feel free to email me at rmedina@sanbruno.ca.gov or give me a call.

Respectfully,

Rico E. Medina

Mayor



CITY COUNCIL 2023

FLOR NICOLAS, MAYOR (DIST. 3) MARK NAGALES, VICE MAYOR (DIST. 2) MARK ADDIEGO, MEMBER (DIST. 1) JAMES COLEMAN, MEMBER (DIST. 4) EDDIE FLORES, MEMBER (DIST. 5)

SHARON RANALS, CITY MANAGER

OFFICE OF THE CITY COUNCIL

November 28, 2023

City Selection Committee
Clo Sukhmani Purewal
Secretary of City Selection Committee/Assistant Clerk of the Board of Supervisors
Via email: spurewal@smcgov.org

RE: Letter of Interest - City Selection Committee Vice Chairperson 2024

Dear Honorable Mayors and Councilmembers,

I am writing to express my interest and seek your support to continue my role as Vice Chairperson to the City Selection Committee for 2024. Our regional body representatives are essential to ensuring the best investments possible to improve the lives of all residents in San Mateo County, and I welcome this opportunity to help lead active and thoughtful dialogue amongst our local elected leaders to ensure our communities remain well represented in each of our regional bodies.

I am the first Salvadoran to serve on a City Council in the history of San Mateo County and only the second elected Latinx member in the history of the South San Francisco City Council. Prior to that, I was only the second Latinx member in the history of the South San Francisco Unified School District Board. Experiences like these have highlighted the value of representation and having a seat at the table, as well as the importance of effective communication, positive relationship building, and managing efficient and productive meetings.

I look forward to continuing to partner with you all and continue to make this Council and Selection Committee a productive and fun monthly convening and a safe space for sharing and brainstorming as we have done this year. My dedication to serve you all is enhanced by my experience serving currently in the role and regionally, serving as Vice President of the Peninsula Division of the California League of Cities, and on the Executive Board of the Latino Caucus of the California League of Cities, representing Northern California. In addition, I work with many of you in representing South San Francisco on the Commute.Org Board of Directors; Caltrain Electric Modernization Local Policy Maker Group (LPMG); and the San Mateo Emergency Services Council, amongst others. My experience in serving my community and wining the trust of the voters is evidenced by my successful city council run in 2022 with a massive majority of the electorate, representing District 5 in South San Francisco and incoming Vice Mayor in 2024.

In seeking this re-appointment, I will continue to engage all member cities in San Mateo County to share ideas, voice concerns, raise questions, and help set our group's priorities. I am reachable and you have seen me lead with inclusion and compassion. I thank you for your consideration and I humbly ask for your support.

In service,



Eddie Flores Councilmember, City of South San Francisco

SAN MATEO COUNTY

CITY SELECTION COMMITTEE

Rico E. Medina, Chairperson Eddie Flores, Vice Chairperson

Sukhmani S. Purewal, City Selection Secretary 400 County Center Redwood City, 94063 650-363-1802

TO :	City Selection Committee	
SUBJECT:	Alternate to the City Selection Committee	
Ι	, Mayor of the City/Town of	,
hereby appoir	nt Councilmember	, to serve as my
alternate to th	ne City Selection Committee meeting(s).	
In the absence	e of my appointee, I then appoint: (Please choose one	e)
Counc	cilmember	to represent me
Vice-	Mayor and each Councilmember in order of seniority	
(You must c	heck only ONE of the following options)	
My alternate	is to serve for the:	
	meeting only Date	
durati	on of my term of office as Mayor	
I do n	ot choose to appoint an alternate	
Signa	ture of Mayor	Date

Please return to:

Sukhmani S. Purewal, Secretary County Executive's Office Hall of Justice, 400 County Center, 1st Floor Redwood City, CA 94063

Or email to spurewal@smcgov.org or bring to the meeting

If you should have any questions please do not hesitate to call me (650) 363-1802





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Caitlin Corley, City Clerk

VIA: Daniel Barros, City Manager

MEETING DATE: December 13, 2023

SUBJECT: City Council Committee Assignments for 2024

RECOMMENDATION

Staff recommends that the City Council determine the Council Member Committee Assignments for 2024, and make the following motion:

MOTION APPROVING COMMITTEE ASSIGNMENTS FOR 2024 AND GRANTING TO THE APPOINTEE DISCRETION IN VOTING ON MATTERS BROUGHT BEFORE THE COMMITTEE.

EXECUTIVE SUMMARY

In addition to their primary role as Elected Officials of the Town of Colma, the City Council Members serve on a variety of committees that involve the direct participation of its members in a host of local and regional issues and organizations. It is the Town's practice for the Council to review and modify committee assignments when a new Mayor is selected.

The only addition this year is the HEART Member Agency Committee (MAC). The MAC is composed of 9 city HEART Board Members and a City Council member from each member city that does not have a representative on the HEART Board. The purpose of the MAC is to engage with cities that are not on the HEART Board and to provide them with the opportunity to comment on HEART's financial and program activities. Vice Mayor John Goodwin has been the Town's representative on this committee the past few years, but it was unintentionally left off the annual list.

FISCAL IMPACT

This action has no fiscal impact.

BACKGROUND

After the Reorganization of the City Council, Council Members review the committee assignments of the previous term and consider changes. This year, it is particularly important as the retirement of Council Member Diana Colvin left several committee vacancies.

Attached is a worksheet showing the current committee assignments, approved by the City Council on December 14, 2022.

CONCLUSION

Staff recommends that the City Council determine the Council Member Committee Assignments and adopt a motion approving those Committee Assignments for 2023 and grant to the appointee discretion on voting matters brought before the committee.

ATTACHMENTS

A. Council Committee Assignments 2023 Worksheet

Council Committee Assignments 2024 Worksheet

Committee Name	2023 Primary	2023 Secondary	2024 Primary	2024 Secondary
Association of Bay Area Governments (ABAG) (GENERAL ASSEMBLY MEETS TWICE PER YEAR APRIL & OCTOBER)	del Rosario	Gonzalez	-	-
California Cities Gaming Authority (MEETS 3 RD WEDNESDAY, 10:00AM)	Fisicaro	Gonzalez		
City/County Association of Governments (C/CAG) (MEETS 2 ND THURSDAY OF THE MONTH, 7:00PM)	Goodwin	Slaughter		
Colma Creek Flood District (MEETS QUARTERLY, 2 ND TUESDAY @ 3:00PM IN MARCH, JUNE, SEPTEMBER AND DECEMBER AT CITY HALL, SOUTH SAN FRANCISCO)	Fisicaro			
Emergency Services Council (MEETS QUARTERLY, 3RD THURSDAY at 5:30PM IN JANUARY, APRIL, JUNE & SEPTEMBER, AT THE HALL OF JUSTICE, JURY ASSEMBLY ROOM IN REDWOOD CITY)	Slaughter	del Rosario		
HEART Member Agency Committee (MAC) (MEETS ANNUALLY IN APRIL)	Goodwin			
Peninsula Clean Energy Board of Directors (MEETS 4 TH THURSDAY, 6:30PM AT THE COUNTY OFFICE OF EDUCATION BUILDING IN REDWOOD CITY)	Gonzalez	del Rosario		
Peninsula Traffic Congestion Relief Alliance - "Commute.org" Board of Directors (6 X A YEAR, THURSDAY MORNINGS)	Gonzalez	Slaughter		
San Francisco International Airport Community Roundtable (MEETS 1 ST WEDNESDAY, 7:00PM AT MILLBRAE CITY HALL)	Goodwin	del Rosario		
San Mateo County Council of Cities (MONTHLY DINNER AND MEETING)	del Rosario	Goodwin		

