



**REGULAR MEETING AGENDA**

**Date:** 5/25/2021  
**Time:** 5:00 p.m.  
**Location:** [Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930

**NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE**

On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the closed session and regular meeting
  - Submit a written comment online up to 1-hour before the meeting start time:  
[menlopark.org/publiccommentMay25](https://menlopark.org/publiccommentMay25) \*
  - Access the meeting real-time online at:  
[Zoom.us/join](https://zoom.us/join) – Meeting ID 998 8073 4930
  - Access the meeting real-time via telephone at:  
(669) 900-6833  
Meeting ID 998 8073 4930  
Press \*9 to raise hand to speak

\*Written public comments are accepted up to 1-hour before the meeting start time. Written messages are provided to the City Council at the appropriate time in their meeting.

- Watch meeting:
  - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:  
Channel 26
  - Online:  
[menlopark.org/streaming](https://menlopark.org/streaming)

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website [www.menlopark.org](https://www.menlopark.org). The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information ([menlopark.org/agenda](https://menlopark.org/agenda)).

According to City Council policy, all meetings of the City Council are to end by midnight unless there is a super majority vote taken by 11:00 p.m. to extend the meeting and identify the items to be considered after 11:00 p.m.

**Closed Session ([Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930)**

**A. Call To Order**

**B. Roll Call**

**C. Agenda Review**

Agenda Review provides advance notice to members of the public and City staff of any modifications to the agenda order and any requests from City Councilmembers under City Councilmember reports.

**D. Closed Session**

Public Comment on these items will be taken before adjourning to Closed Session.

- D1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the American Federation of State, County, and Municipal Employees Local 829 (AFSCME) and Confidential employees; Service Employees International Union Local 521 (SEIU); Menlo Park Police Sergeants Association (PSA); Menlo Park Police Officers' Association (POA); and unrepresented management

Attendees: City Manager Starla Jerome-Robinson, Assistant City Manager Nick Pegueros, City Attorney Nira F. Doherty, Legal Counsel Charles Sakai, Human Resources Director Theresa DellaSanta

**E. Adjournment**

**Regular Session ([Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930)**

**F. Call To Order**

**G. Roll Call**

**H. Report from Closed Session**

**I. Presentations and Proclamations**

- I1. Presentation: Recognition of outgoing advisory body members ([Attachment](#))

**J. Public Comment**

Under "Public Comment," the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City Council once under public comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under public comment other than to provide general

information.

[Web form public comment on item J.](#)

## **K. Advisory Body Vacancies and Appointments**

- K1. Consider applicants and make appointments to fill vacancies on the various City advisory bodies ([Staff Report #20-110-CC](#))

## **L. Consent Calendar**

- L1. Adopt Resolution No. 6629 approving amendment one to the City of Menlo Park's amended and restated franchise agreement with Recology San Mateo to add an additional route for collection of bulky items and abandoned waste ([Staff Report #21-112-CC](#))
- L2. Adopt Resolution No. 6626 approving a third amendment to the South Bayside Waste Management Authority joint powers authority agreement for the purpose of updating and conforming provisions of the agreement ([Staff Report #21-106-CC](#))
- L3. Receive and file the general fund operations report for the quarter ended March 31, 2021 ([Staff Report #21-107-CC](#))
- L4. Authorize the city manager to execute an agreement with the County of San Mateo for continued provision of animal control services for a five-year term beginning July 1, 2021 ([Staff Report #21-111-CC](#))

[Web form public comment on item L4.](#)

- L5. Adopt Resolution No. 6627, preliminary approval of the engineer's report for the Menlo Park Landscaping Assessment District, and Resolution No. 6628, intention to order the levy and collection of assessments for the Landscaping Assessment District for fiscal year 2021-22 ([Staff Report #21-108-CC](#))

## **M. Public Hearing**

- M1. Adopt Resolution No. 6630 adopting the 2020 Urban Water Management Plan and Water Shortage Contingency Plan ([Staff Report #21-113-CC](#)) ([Presentation](#))

[Web form public comment on item M1.](#)

## **Recess**

## **N. Regular Business**

- N1. Receive an overview of the housing element update project and provide feedback on the goals and objectives, roles and responsibilities of the various reviewing and decision-making bodies, and the community engagement and outreach plan ([Staff Report #21-115-CC](#)) ([Presentation](#))

- N2. Adopt Resolution No. 6624 creating a special revenue fund titled “2017 Bayfront City Services Contribution” and establish the effective date of the required budget and accounting changes ([Staff Report #21-114-CC](#))

[Web form public comment on item N2.](#)

**O. Informational Items**

- O1. City Council agenda topics: June 2021 ([Staff Report #21-105-CC](#))
- O2. Transmittal of print-friendly version of the city manager’s proposed budget for fiscal year 2021-22 ([Staff Report #21-109-CC](#))

**P. City Manager's Report**

**Q. City Councilmember Reports**

**R. Adjournment**

At every regular meeting of the City Council, in addition to the public comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Council on any item listed on the agenda at a time designated by the chair, either before or during the City Council’s consideration of the item.

At every special meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at [jaherren@menlopark.org](mailto:jaherren@menlopark.org). Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk’s Office at 650-330-6620.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [menlopark.org/agenda](http://menlopark.org/agenda) and can receive email notification of agenda and staff report postings by subscribing to the “Notify Me” service at [menlopark.org/notifyme](http://menlopark.org/notifyme). Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 5/20/2021)

# CERTIFICATE OF RECOGNITION

Presented to

**Bill Kirsch**

In appreciation for your service to the City of Menlo Park and your dedication to the Complete Street Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Michael Meyer**

In appreciation for your service to the City of Menlo Park and your dedication to the Complete Street Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Deborah Martin**

In appreciation for your service to the City of Menlo Park and your dedication to the Environmental Quality Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Brian Westcott**

In appreciation for your service to the City of Menlo Park and your dedication to the Finance and Audit Committee.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park



# CERTIFICATE OF RECOGNITION

Presented to

**Ron Shepherd**

In appreciation for your service to the City of Menlo Park and your dedication to the Finance and Audit Committee.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Shaun Maguire**

In appreciation for your service to the City of Menlo Park and your dedication to the Finance and Audit Committee.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Curtis Conroy**

In appreciation for your service to the City of Menlo Park and your dedication to the Housing Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Nevada Merriman**

In appreciation for your service to the City of Menlo Park and your dedication to the Housing Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Rachel Horst**

In appreciation for your service to the City of Menlo Park and your dedication to the Housing Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Wendy McPherson**

In appreciation for your service to the City of Menlo Park and your dedication to the Housing Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Mayrin Bunyagidj**

In appreciation for your service to the City of Menlo Park and your dedication to the Library Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Larry Kahle**

In appreciation for your service to the City of Menlo Park and your dedication to the Planning Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park



# CERTIFICATE OF RECOGNITION

Presented to

**Christopher Harris**

In appreciation for your service to the City of Menlo Park and your dedication to the Parks and Recreation Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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\_\_\_\_\_  
Drew Combs, Mayor  
City of Menlo Park

# CERTIFICATE OF RECOGNITION

Presented to

**Sarah Staley Shenk**

In appreciation for your service to the City of Menlo Park and your dedication to the Parks and Recreation Commission.

Presented this May 25, 2021

DocuSigned by:

*Drew Combs*

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Drew Combs, Mayor  
City of Menlo Park

Agenda item J  
Eva Tang

Facebook's privately-funded sector of Menlo Park PD needs to end. Since the pandemic's impact on marginalized communities, the last thing the communities of Belle Haven and North Fair Oaks needs is more police. These communities are reeling due to gentrification and displacement already, and to add the effects of the pandemic and overpolicing is asking to destroy them. Please divest the rest of the funds you have acquired from Facebook from the PD and use them to support and invest in the people of East Menlo Park who were here before Facebook moved in... not to incarcerate them.

Agenda item J  
Sebastian Brisbois

Facebook's funding pledge to MPPD will further damage the communities of Menlo Park and East Palo Alto. It will only serve to enforce poverty and systemic racism. Facebook has already led to gentrification of the area, pushing out Black and brown people from the Bay Area. This increased police funding and presence will only accelerate gentrification. The residents east of 101 have been ignored and mistreated for far too long. If anything, Facebook's money should go towards programs that help the community (not the police!). Private police forces have no place in the Bay Area.

Agenda item J  
Rana Ali Amjad

I would like to ask the city council to suspend residential renovations from immediate effect that are not necessary during the next few months while we are still facing the Covid restrictions and everybody is working from home. Noise due to such constructions causes people to go to the office to avoid the noise which can create a community wide health concern. This puts the resident in a precarious situation where he has to make a choice between his/her ability to work in order to earn vs his/her health and all due to some construction that could have been easily conducted after the Covid crisis is finished and most of the people have gone back to the office.

I believe this action will improve the lives of the residents of Menlo Park on average significantly, hence a positive impact on the society in these trying times.

Agenda item J  
Gail Sredanovic, resident

My name is Gail Sredanovic and I am an 83 year old resident of Menlo Park. I am co-leader, together with Ruth Robertson of Palo Alto, of the social justice organization the Raging Grannies. Our organization has been active on the Peninsula for two decades and you may have seen us on the streets of Menlo Park and nearby cities demonstrating against war, for the environment, and for social justice.

We are very concerned that Facebook is racially profiling people that do not appear to them to be Facebook employees. That this giant company has been able to, in effect, buy a public police force is abhorrent, and Menlo Park can be ashamed that word of this had made national news.

The Raging Grannies urge you to do what can be done now to rectify this situation by moving any remaining funds from Facebook into services that genuinely serve the public's welfare. As East Palo Alto is historically part of the underserved area on the bay front, we ask that you not limit use of these funds to East Menlo Park alone, but include our brothers and sisters in that city also.

We further ask that city council issue a statement that it regrets the error in having entered into an agreement with Facebook and that the company will never be allowed to manipulate the city of Menlo Park again.

Thank you for this forum for public comment.

Agenda item J  
Shikha Srinivas

My name is Shikha, and I am a senior at Stanford University.

Stanford is incredibly tied to the past, present, and future of Menlo Park, East Palo Alto, and other neighborhoods. I am here to support Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety for their neighborhoods.

4 years ago, Facebook offered \$11.2 million over five years to expand the Menlo Park Police Department, funding years of racial profiling and police harrassment, particularly in Belle Haven, a primarily Latinx neighborhood. With \$2,607,766 being considered for reallocation in the final year of funding, it's time to reinvest the money back into the community and back into the streets, instead of into corporate-sponsored police terrorism. The funding should be used to reverse Facebook's impacts on community members and provide actual health and safety, such as by providing a community center, housing, food, water, clothing, and public health. Therefore, I urge the council to adopt Resolution 6624, effective as soon as possible, in order to begin this process.

These funds can support affordable housing projects, mental health treatment, and other social support programs that actually build trust and local agency in communities instead of harmful police presence.



**STAFF REPORT**

**City Council**

**Meeting Date:**

**5/25/2021**

**Staff Report Number:**

**21-110-CC**

**Commission Reports**

**Consider applicants and make appointments to fill vacancies on the various City advisory bodies**

**Recommendation**

Staff recommends the City Council consider applicants for appointment to vacant or expired term seats on the following advisory bodies: Complete Streets, Environmental Quality, Finance and Audit, Housing, Library, Parks and Recreation, Planning Commissions, and Housing Element Community Engagement and Outreach Committee advisory bodies.

**Policy Issues**

City Council Policy CC-19-004 (Attachment A) establishes the policies, procedures, roles and responsibilities for the City's appointed advisory bodies, including the manner in which members are selected.

**Background**

Annually, staff conducts a recruitment to fill advisory body vacancies that exist due to members being termed out or regular terms ending April 30. This recruitment period consisted of a three-month period of advertisements and announcements. Incumbent members who were terming out were informed of their ability to apply for reappointment and previous applicants were notified of current vacancies.

Following City Council's appointment, the city clerk and city attorney offices provide onboarding and orientation for the new advisory body members. This includes the oath of office, advisory body handbook, introduction of advisory body liaison staff, Form 700 Statement of Economic Interests filing (if applicable) and Brown Act training. For all other appointments that are made throughout the year, the city clerk's office handles all aspects of advisory body member training.

The city clerk's office regularly reviews all agendas and minutes, tracks attendance (Attachment D) and serves as the principal staff contact for all advisory bodies.

**Analysis**

Pursuant to City Council Policy CC-19-004, advisory body members must be residents of the City of Menlo Park and serve for designated terms of four years, or through the completion of an unexpired term or as otherwise designated. Residency for all applicants has been verified by the city clerk's office. In addition, the City Council's policy states that the selection/appointment process shall be conducted before the public at a regularly scheduled meeting of the City Council. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the City Councilmembers present shall be appointed.



The Housing Element Community Engagement and Outreach Committee (CEOC) is a newly formed committee focused on ensuring a broad and inclusive community outreach and engagement process during the housing element update over the next 18 months. At the time of the formation, the CEOC's composition was anticipated to consist of 10 members, with five members appointed by the City Council (one from each district) and the remaining five anticipated to be selected at random by the City Council. The proposed composition was intended to create a balanced, representative and independent process. The final selection methodology would be determined at the time of the City Council's appointment.

The City received 14 applications for the CEOC, with representation from four of the five City Council Districts. The applicant pool consists of the following:

- District 1: two residents,
- District 2: four residents,
- District 3: three residents,
- District 4: five residents, and
- District 5: no applications.

Given the number of overall candidates and the lack of representation from all of the City Council Districts, staff is proposing to reduce the membership of the CEOC to eight residents and that no more than three members be from any one City Council district. Ideally, the composition of the group would continue to reflect the City's geography and also represent a diversity of interests and characteristics, including age, race, ethnicity, gender and residential tenancy (renter or homeowner.) Attachment E includes a summary table of the applicant's demographic characteristics for reference.

In its appointment, the City Council should consider the following factors for each CEOC candidate:

- Ability to fully participate and meet the CEOC's responsibilities;
- Characteristics to help achieve a diverse group of individuals; and
- Responses provided to questions about their interest to serve.

Appointments for all advisory bodies, excluding the Housing Element Community Engagement and Outreach Committee, will be for 4-year terms expiring April 30, 2025, except for:

- One Complete Streets Commission appoint to fill unexpired term ending April 30, 2022.
- One Complete Streets Commission appoint to fill unexpired term ending April 30, 2024.
- One Library Commission appoint to fill unexpired term ending April 30, 2022.
- One Parks and Recreation Commission appoint to fill unexpired term ending April 30, 2024.

Applications are provided as Attachment B. The City Council has the opportunity to ask applicants if they would consider appointments to an alternate advisory body. These appointments can be made by the City Council at this meeting.

The City received the following applicants, presented by advisory body and listed in alphabetical order by last name.

Community Engagement and Outreach Committee – 10 vacancies (recommend appointing eight members):

- Michal Bortnik
- Rich Cline
- Tiffany Dao
- Yadira DiSiena
- Lesley Feldman
- Max Fennell
- Cynthia Harris (also applied for Housing Commission and Planning Commission)
- Heather Leitch (also applied for Housing Commission)
- Carol Marshall Mayer
- Dan McMahon
- Nehezi Ollarvia
- Victoria Robledo (also applied for Housing Commission)
- Aaron Spaulding
- Soody Tronson (also applied for Housing Commission)

Complete Streets Commission – four vacancies:

- Brian Altman (also applied for Housing Commission)
- Aurora Brosnan
- Sally Cole
- Jk Jensen
- Lizbeth King

Environmental Quality Commission – one vacancy:

- Daryl Bulloch
- LinhDan Do
- Angela Evans
- Michael Meyer
- Cheryl Schaff

Finance and Audit Committee – three vacancies:

- Matt Norrington
- Brian Westcott
- Carol Wong

Housing Commission – four vacancies:

- Brian Altman (also applied for Complete Streets Commission)
- Cynthia Harris (also applied for Community Engagement and Outreach Committee and Planning Commission)
- Rachel Horst
- Heather Leitch (also applied for Community Engagement and Outreach Committee)
- Nevada Merriman
- Chelsea Nguyen
- Victoria Robledo (also applied for Community Engagement and Outreach Committee)
- Jeff Schmidt
- David Thomas
- Soody Tronson (also applied for Community Engagement and Outreach Committee)

Library Commission – two vacancies:

- Aldora Lee
- Vamsi Velagapudi

Parks and Recreation Commission – three vacancies:

- Peter Joshua (also applied for Planning Commission)

Planning Commission – one vacancy:

- Cynthia Harris (also applied for Community Engagement and Outreach Committee and Housing Commission)
- Peter Joshua (also applied for Parks and Recreation Commission)

### **Impact on City Resources**

Staff support for advisory bodies and funds for recruitment advertising are provided in the annual budget.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. City Council Policy CC-19-004
- B. Applications for advisory bodies
- C. List of applicants by District
- D. Hyperlink – April 13 City Council attendance Staff Report #21-068-CC:  
[menlopark.org/DocumentCenter/View/24570/H2-20200326-CC-Commission-attendance-SR](https://menlopark.org/DocumentCenter/View/24570/H2-20200326-CC-Commission-attendance-SR)
- E. Summary table of the applicant's demographic characteristics

Report prepared by:  
Judi A. Herren, City Clerk

# Commissions/Committees Policies and Procedures, Roles and Responsibilities

City Council Procedure #CC-19-0004  
 Adopted March 05, 2019  
 Resolution No. 6477



<b>Purpose</b>
To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.
<b>Authority</b>
Upon its original adoption, this policy replaced the document known as "Organization of Advisory Commissions of the City of Menlo Park."
<b>Background</b>
<p>The City of Menlo Park currently has eight active commissions and committees. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Committee, Housing Commission, Library Commission, Parks and Recreation Commission, Planning Commission, and the Sister City Committee. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law.</p> <p>Seven of the eight commissions and committees listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (Government Code 65100 et seq., 65300-65401.)</p> <p>The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-95-001), and a Travel and Expense Policy (CC-91-002), which are also applicable to all advisory bodies.</p>
<b>Section</b>
<p><u>Relationship to City Council, staff and media</u></p> <ul style="list-style-type: none"> <li>• Upon referral by the City Council, the commission/committee shall study referred matters and return their recommendations and advise to the City Council. With each such referral, the City Council may authorize the city staff to provide certain designated services to aid in the study.</li> <li>• Upon its own initiative, the commission/committee shall identify and raise issues to the City Council's attention and from time to time explore pertinent matters and make recommendations to the City Council.</li> <li>• At a request of a member of the public, the commission/committee may consider appeals from city actions or inactions in pertinent areas and, if deemed appropriate, report and make recommendations to the City Council.</li> <li>• Each commission/committee is required to develop an annual work plan which will be the foundation for the work performed by the advisory body in support of City Council annual work plan. The plan, once finalized by a majority of the commission/committee, will be formally presented to the City Council for direction and approval no later than September 30 of each year and then reported out on by a representative of the advisory body at a regularly scheduled City Council meeting at least annually, but recommended twice a year. The proposed work plan must align with the City Council's adopted work plan. When modified, the work plan must be taken to the City Council for approval. The Planning Commission is exempt from this requirement as its functions are governed by the Menlo Park municipal code (Chapter 2.12) and State law (Government Code 65100 et seq., 65300-65401.)</li> <li>• Commissions and committees shall not become involved in the administrative or operational matters of city departments. Members may not direct staff to initiate major programs, conduct large studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Commissions/committees may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce city resources rests with the city's duly elected representatives, the City Council.</li> <li>• Additional or other staff support may be provided upon a formal request to the City Council.</li> <li>• The staff liaison shall act as the commission/committee's lead representative to the media concerning matters before the commission/committee. Commission/committee members should refer all media inquiries to their respective liaisons for response. Personal opinions and comments may be expressed so long as the commission/committee member clarifies that his or her statements do not represent the position of the City Council.</li> <li>• Commission/committee members will have mandatory training every two years regarding the Brown Act and</li> </ul>

## Commissions/Committees Policies and Procedures, Roles and Responsibilities

City Council Procedure #CC-19-0004

Adopted March 5, 2019

Resolution No. 6477

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parliamentary procedures, anti-harassment training, ethics training, and other training required by the City Council or State Law. The commission/committee members may have the opportunity for additional training, such as training for chair and vice chair. Failure to comply with the mandatory training will be reported to the City Council and may result in replacement of the member by the City Council.

- Requests from commission/committee member(s) determined by the staff liaison to take one hour or more of staff time to complete must be directed by the City Council.

### Role of City Council commission/committee liaison

City Councilmembers are assigned to serve in a liaison capacity with one or more city commission/committee. The purpose of the liaison assignment is to facilitate communication between the City Council and the advisory body. The liaison also helps to increase the City Council's familiarity with the membership, programs and issues of the advisory body. In fulfilling their liaison assignment, City Councilmembers may elect to attend commission/committee meetings periodically to observe the activities of the advisory body or simply maintain communication with the commission/committee chair on a regular basis.

City Councilmembers should be sensitive to the fact that they are not participating members of the commission/committee, but are there rather to create a linkage between the City Council and commission/committee. In interacting with commissions/committee, City Councilmembers are to reflect the views of the City Council as a body. Being a commission/committee liaison bestows no special right with respect to commission/committee business.

Typically, assignments to commission/committee liaison positions are made at the beginning of a City Council term in December. The Mayor will ask City Councilmembers which liaison assignments they desire and will submit recommendations to the full City Council regarding the various committees, boards, and commissions which City Councilmembers will represent as a liaison. In the rare instance where more than one City Councilmember wishes to be the appointed liaison to a particular commission, a vote of the City Council will be taken to confirm appointments.

### City Staff Liaison

The City has designated staff to act as a liaison between the commission/committee and the City Council. The city shall provide staff services to the commission/committee which will include:

- Developing a rapport with the Chair and commission/committee members
- Providing a schedule of meetings to the city clerk's office and commission/committee members, arranging meeting locations, maintaining the minutes and other public records of the meeting, and preparing and distributing appropriate information related to the meeting agenda.
- Advising the commission/committee on directions and priorities of the City Council.
- Informing the commission/committee of events, activities, policies, programs, etc. occurring within the scope of the commission/committee's function.
- Ensuring the city clerk is informed of all vacancies, expired terms, changes in offices, or any other changes to the commission/committee.
- Providing information to the appropriate appointed official including reports, actions, and recommendations of the committee/commission and notifying them of noncompliance by the commission/committee or chair with city policies.
- Ensuring that agenda items approved by the commission/committee are brought forth in a timely manner taking into consideration staff capacity, City Council priorities, the commission/committee work plan, and other practical matters such as the expense to conduct research or prepare studies, provided appropriate public notification, and otherwise properly prepare the item for commission/committee consideration.
- Take action minutes; upon agreement of the commission, this task may be performed by one of the members (staff is still responsible for the accuracy and formatting of the minutes)
- Maintain a minute book with signed minutes

### Recommendations, requests and reports

As needed, near the beginning of City Council meetings, there will be an item called "Commission/Committee Reports." At this time, commissions/committees may present recommendations or status reports and may request direction and support from the City Council. Such requests shall be communicated to the staff liaison in advance, including any written materials, so that they may be listed on the agenda and distributed with the agenda packet. The materials being provided to the City Council must be approved by a majority of the commission/committee at a commission/committee meeting before submittal to the City Council. The City Council will receive such reports and recommendations and, after suitable study and discussion, respond or give direction.

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The city clerk shall transmit to the designated staff liaison all referrals and requests from the City Council for advice and recommendations. The commissions/committees shall expeditiously consider and act on all referrals and requests made by the City Council and shall submit reports and recommendations to the City Council on these assignments.

### Public appearance of commission/committee members

When a commission/committee member appears in a non-official, non-representative capacity before the public, for example, at a City Council meeting, the member shall indicate that he or she is speaking only as an individual. This also applies when interacting with the media and on social media. If the commission/committee member appears as the representative of an applicant or a member of the public, the Political Reform Act may govern this appearance. In addition, in certain circumstances, due process considerations might apply to make a commission/committee member's appearance inappropriate. Conversely, when a member who is present at a City Council meeting is asked to address the City Council on a matter, the member should represent the viewpoint of the particular commission/committee as a whole (not a personal opinion.)

### Disbanding of advisory body

Upon recommendation by the Chair or appropriate staff, any standing or special advisory body, established by the City Council and whose members were appointed by the City Council, may be declared disbanded due to lack of business, by majority vote of the City Council.

### Meetings and officers

#### 1. *Agendas/notices/minutes*

- All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings. Special, canceled and adjourned meetings may be called when needed, subject to the Brown Act provisions.
- Support staff for each commission/committee shall be responsible for properly noticing and posting all regular, special, canceled and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, city manager, city attorney, city clerk and other appropriate staff, as requested.
- Original agendas and minutes shall be filed and maintained by support staff in accordance with the city's adopted records retention schedule.
- The official record of the commissions/committees will be preserved by preparation of action minutes.

#### 2. *Conduct and parliamentary procedures*

- Unless otherwise specified by State law or city regulations, conduct of all meetings shall generally follow Robert's Rules of Order.
- A majority of commission/committee members shall constitute a quorum and a quorum must be seated before official action is taken.
- The Chair of each commission/committee shall preside at all meetings and the vice chair shall assume the duties of the Chair when the Chair is absent.
- The role of the commission/committee Chair (according to Roberts Rules of Order): To open the session at the time at which the assembly is to meet, by taking the Chair and calling the members to order; to announce the business before the assembly in the order in which it is to be acted upon; to recognize members entitled to the floor; to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; to assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if s/he thinks it advisable; to restrain the members when engaged in debate, within the rules of order, to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; to inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; to authenticate by his/her signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.

#### 3. *Lack of a quorum*

- When a lack of a quorum exists at the start time of a meeting, those present will wait 15 minutes for additional members to arrive. If after 15 minutes a quorum is still not present, the meeting will be adjourned by the staff liaison due to lack of a quorum. Once the meeting is adjourned it cannot be reconvened.
- The public is not allowed to address those commissioners present during the 15 minutes the commission/committee is waiting for additional members to arrive.
- Staff can make announcements to the members during this time but must follow up with an email to all members of the body conveying the same information.

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- All other items shall not be discussed with the members present as it is best to make the report when there is a quorum present.

### 4. *Meeting locations and dates*

- Meetings shall be held in designated city facilities, as noticed.
- All commissions/committees with the exception of the Planning Commission, Finance and Audit Committee and Sister City Committee shall conduct regular meetings once a month. Special meetings may also be scheduled as required by the commission/committee. The Planning Commission shall hold regular meetings twice a month. The Finance and Audit Committee and Sister City Committee shall hold quarterly meetings.
- Monthly regular meetings shall have a fixed date and time established by the commission/committee. Changes to the established regular dates and times are subject to the approval of the City Council. An exception to this rule would include any changes necessitated to fill a temporary need in order for the commission/committee to conduct its meeting in a most efficient and effective way as long as proper and adequate notification is provided to the City Council and made available to the public.

The schedule of Commission/Committee meetings is as follows:

- Complete Streets Commission – Every second Wednesday at 7 p.m.
- Environmental Quality Commission – Every third Wednesday at 6:00 p.m.
- Finance and Audit Committee – Third Wednesday of every quarter at 5:30 p.m.
- Housing Commission – Every first Wednesday at 6:30 p.m.
- Library Commission – Every third Monday at 6:30 p.m.
- Parks and Recreation Commission – Every fourth Wednesday at 6:30 p.m.
- Planning Commission – Twice a month at 7 p.m.
- Sister City Committee – Quarterly; Date and time to be determined

Each commission/committee may establish other operational policies subject to the approval of the City Council. Any changes to the established policies and procedures shall be subject to the approval of the City Council.

### 5. *Off-premises meeting participation*

While technology allows commission/committee members to participate in meetings from a location other than the meeting location (referred to as “off-premises”), off-premises participation is discouraged given the logistics required to ensure compliance with the Brown Act and experience with technological failures disrupting the meeting. In the event that a commission/committee member believes that his or her participation is essential to a meeting, the following shall apply:

- Any commission/committee member intending to participate from an off-premise location shall inform the staff liaison at least two weeks in advance of the meeting.
- The off-premise location must be identified in the notice and agenda of the meeting.
- Agendas must be posted at the off-premise location.
- The off-premise location must be accessible to the public and be ADA compliant.
- The commission/committee member participating at a duly noticed off-premises location does not count toward the quorum necessary to convene a meeting of the commission/committee.
- For any one meeting, no more than one commission/committee member may participate from an off-premise location.
- All votes must be by roll call.

### 6. *Selection of chair and vice chair*

- The chair and vice chair shall be selected in May of each year by a majority of the members and shall serve for one year or until their successors are selected.
- Each commission/committee shall annually rotate its Chair and Vice Chair.

## Memberships

### 1. *Appointments/Oaths*

- The City Council is the appointing body for all commissions/committees. All members serve at the pleasure of the City Council for designated terms.
- All appointments and reappointments shall be made at a regularly scheduled City Council meeting, and require an affirmative vote of not less than a majority of the City Council present.
- Before taking office, all members must complete an Oath of Allegiance required by Article XX, §3, of the Constitution of the State of California. All oaths are administered by the city clerk or his/her designee.
- Appointments made during the middle of the term are for the unexpired portion of that term.

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### 2. *Application and selection process*

- The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
- The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the city clerk's office and on the city's website.
- The city clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
- Applicants are required to complete and return the application form for each commission/committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by email are accepted; however, the form submitted must be signed.
- After the deadline of receipt of applications, the city clerk shall schedule the matter at the next available regular City Council meeting. All applications received will be submitted and made a part of the City Council agenda packet for their review and consideration. If there are no applications received by the deadline, the city clerk will extend the application period for an indefinite period of time until sufficient applications are received.
- Upon review of the applications received, the City Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the city clerk will provide notification to the applicants of the decision of the City Council.
- If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
- The selection/appointment process by the City Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the City Council present shall be appointed.
- Following a City Council appointment, the city clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the commission/committee chair.
- An orientation will be scheduled by the city clerk following an appointment (but before taking office) and a copy of this policy document will be provided at that time.

### 3. *Attendance*

- An Attendance Policy (CC-91-001), shall apply to all advisory bodies. Provisions of this policy are listed below.
- A compilation of attendance will be submitted to the City Council at least annually listing absences for all commissions/committee members.
- Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
- Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
- While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that he/she will be absent.
- When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.

### 4. *Compensation*

- Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-91-002.)

### 5. *Conflict of interest and disclosure requirements*

- A Conflict of Interest Code has been updated and adopted by the City Council and the Community Development Agency pursuant to Government Code §87300 et seq. Copies of this Code are filed with the city clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the Planning Commission are required to file a Statement of Economic Interest with the city clerk to disclose personal interest in investments, real property and income. This is done within 30 days of appointment and annually thereafter. A statement is also required within 30 days after leaving office.
- If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify himself or herself from making or participating in a governmental decision, or using his or her official position to influence a governmental decision. Questions in this regard may be directed to the city attorney.

### 6. *Qualifications, compositions, number*

- In most cases, members shall be residents of the City of Menlo Park and at least 18 years of age



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- Current members of any other city commission/committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. Commission/committee members are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another commission/committee.
  - Commission/committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.
7. *There shall be seven (7) members on each commission/committee with the exception of:*
- Finance and Audit Committee – five (5) members
  - Housing Commission – seven (7) members
  - Complete Streets Commission – nine (9) members
  - Library Commission – eleven (11) members
8. *Reappointments, resignations, removals*
- Incumbents seeking a reappointment are required to complete and file an application with the city clerk by the application deadline. No person shall be reappointed to a commission/committee who has served on that same body for two consecutive terms; unless a period of one year has lapsed since the returning member last served on that commission/committee (the one-year period is flexible subject to City Council's discretion.)
  - Resignations must be submitted in writing to the city clerk, who will distribute copies to City Council and appropriate staff.
  - The City Council may remove a member by a majority vote of the City Council without cause, notice or hearing.
9. *Term of office*
- Unless specified otherwise, the term of office for all commission/committee shall be four (4) years unless a resignation or a removal has taken place.
  - If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.
  - Terms are staggered to be overlapping four-year terms, so that all terms do not expire in any one year.
  - If a member resigns before the end of his/her term, a replacement serves out the remainder of that term.
10. *Vacancies*
- Vacancies are created due to term expirations, resignations, removals or death.
  - Vacancies are listed on the City Council agenda and posted by the city clerk in the City Council Chambers bulletin board and on the city website.
  - Whenever an unscheduled vacancy occurs in any commission/committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code 54974.)
- On or before December 31 of each year, an appointment list of all regular advisory commissions/committees of the City Council shall be prepared by the city clerk and posted in the City Council Chambers bulletin board and on the city's website. This list is also available to the public. (Government Code 54972, Maddy Act.)

### Roles and responsibilities

#### Complete Streets Commission (approved March 23, 2021)

The Complete Streets Commission shall advise the City Council on realizing the City's adopted goals for complete streets, vision zero, climate action plan, and provide input on major land use and development projects as it relates to transportation. The Complete Streets Commission's responsibilities would include:

- To advance the goals of the city's newly adopted climate action plan by making alternatives to driving safer and more attractive, namely by:
  - Reviewing the city's transportation master plan (TMP) and recommending the projects most likely to reduce vehicle miles traveled (VMT)
  - Providing input on major development projects such as the Menlo Park Community Campus, by looking at them through the lens of transportation accessibility, especially bicycle/pedestrian/public transportation accessibility
- Advise City Council on the implementation of the TMP.
- Continue to advocate for and advise the City Council on the planning and installation of the Middle Avenue pedestrian and bicycle rail crossing, and safe cycling/pedestrian infrastructure connecting the Burgess complex to the Middle Avenue corridor to Olive Street, and north on Olive Street to Hillview Middle School.
- Continue to support City Council in ongoing initiatives to improve access to Downtown and support downtown businesses.
- Continue to support the implementation of the Safe Routes to School strategy and advocate for complete streets.

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engagement, program continuity and engineering implementation.

- Continue to support City Council's role as a stakeholder with regard to regional multi-modal and transportation demand management programs projects to increase

### Environmental Quality Commission

The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability. Specific focus areas include:

- Preserving heritage trees
- Using best practices to maintain city trees
- Preserving and expanding the urban canopy
- Making determinations on appeals of heritage tree removal permits
- Administering annual Environmental Quality Awards program
- Organizing annual Arbor Day Event; typically, a tree planting event
- Advising on programs and policies related to protection of natural areas, recycling and waste reduction, environmentally sustainable practices, air and water pollution prevention, climate protection, and water and energy conservation.

### Finance and Audit Committee

The Finance and Audit Committee is charged primarily to support delivery of timely, clear and comprehensive reporting of the city's fiscal status to the community at large. Specific focus areas include:

- Review the process for periodic financial reporting to the City Council and the public, as needed
- Review financial audit and annual financial report with the City's external auditors
- Review of the resolution of prior year audit findings
- Review of the auditor selection process and scope, as needed

### Housing Commission

The Housing Commission is charged primarily with advising the City Council on housing matters including housing supply and housing related problems. Specific focus areas include:

- Community attitudes about housing (range, distribution, racial, social-economic problems)
- Programs for evaluating, maintaining, and upgrading the distribution and quality of housing stock in the city
- Planning, implementing and evaluating city programs under the Housing and Community Development Act of 1974
- Members serve with staff on a loan review committee for housing rehabilitation programs and a first time homebuyer loan program
- Review and recommend to the City Council regarding the Below Market Rate (BMR) program
- Initiate, review and recommend on housing policies and programs for the city
- Review and recommend on housing related impacts for environmental impact reports
- Review and recommend on State and regional housing issues
- Review and recommend on the Housing Element of the General Plan
- The five most senior members of the Housing Commission also serve as the members of the Relocation Appeals Board (City Resolution 4290, adopted June 25, 1991.)

### Library Commission

The Library Commission is charged primarily with advising the City Council on matters related to the maintenance and operation of the city's libraries and library systems. Specific focus areas include:

- The scope and degree of library activities
- Maintenance and protection of city libraries
- Evaluation and improvement of library service
- Acquisition of library materials
- Coordination with other library systems and long range planning
- Literacy and ESL programs

### Parks and Recreation Commission

The Parks and Recreation Commission is charged primarily with advising the City Council on matters related to city programs and facilities dedicated to recreation. Specific focus areas include:

- Those programs and facilities established primarily for the participation of and/or use by residents of the city, including adequacy and maintenance of such facilities as parks and playgrounds, recreation buildings, facilities

**Commissions/Committees Policies and Procedures, Roles and Responsibilities**

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and equipment

- Adequacy, operation and staffing of recreation programs
- Modification of existing programs and facilities to meet developing community needs
- Long range planning and regional coordination concerning park and recreational facilities

Planning Commission

The Planning Commission is organized according to State Statute.

- The Planning Commission reviews development proposals on public and private lands for compliance with the General Plan and Zoning Ordinance.
- The Commission reviews all development proposals requiring a use permit, architectural control, variance, minor subdivision and environmental review associated with these projects. The Commission is the final decision-making body for these applications, unless appealed to the City Council.
- The Commission serves as a recommending body to the City Council for major subdivisions, rezoning's, conditional development permits, Zoning Ordinance amendments, General Plan amendments and the environmental reviews and Below Market Rate (BMR) Housing Agreements associated with those projects.
- The Commission works on special projects as assigned by the City Council.

Sister City Committee

The Sister City Committee is primary charged with promoting goodwill, respect and cooperation by facilitating cultural, educational and economic exchanges

- Develop a mission statement and program plan consisting of projects, exhibits, contacts and exchanges of all types to foster and promote the objectives of the mission statement
- Implement the approved program plan upon request of the City Council
- Keep the community informed concerning the Sister City program
- Advise the City Council on matters pertaining to any sister city affairs. Perform other duties as may be assigned to the committee by the City Council

**Special advisory bodies**

The City Council has the authority to create standing committees, task forces or subcommittees for the city, and from time to time, the City Council may appoint members to these groups. The number of persons and the individual appointee serving on each group may be changed at any time by the City Council. There are no designated terms for members of these groups; members are appointed by and serve at the pleasure of the City Council.

Any requests of city commissions or committees to create such ad hoc advisory bodies shall be submitted in writing to the city clerk for City Council consideration and approval.

**Procedure history**

Action	Date	Notes
Procedure adoption	1991	Resolution No. 3261
Procedure adoption	2001	
Procedure adoption	2011	
Procedure adoption	2013	Resolution No. 6169
Procedure adoption	2017	Resolution No. 6377
Procedure adoption	2019	Resolution No. 6477

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Michal Bortnik

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:

I'm on the board of The Thinking Project, an educational non-profit developing Socio-Emotional Learning curriculum focused on equity.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:

World events of the past year gave me motivation to better understand our shared history and I don't want to stay on the sidelines anymore. I am a father of two girls and I want to do my part in creating an equitable environment for them. I believe that will benefit all our neighbors as well. I bring the perspective of an immigrant, entrepreneur, father, renter and introvert :)

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:

I'm not a talker, so I prefer to ask questions, listen and deepen my understanding of complicated issues and lived experiences. I prefer small, personal settings where it's easier for everyone to feel heard.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No

(All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

Digitally signed by michal bortnik  
 Date: 2021.05.15 14:24:45 -07'00'

Signature

5/15/2021

Date

OFFICE USE ONLY: 5/16/2021

Application received: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 (Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information			
Name: michal bortnik		Number of years as a Menlo Park resident: 3 months	
Resident address: [REDACTED]		City: Menlo Park	State: CA Zip: 94025
Mailing address (if [REDACTED])		City:	State: Zip:
Home phone: n/a		Email: [REDACTED]	
Cell phone: [REDACTED]		Employer phone:	
Employer address:		City:	State: Zip:
Registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media <input type="checkbox"/> Other: (Facebook, Nextdoor, etc.)			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Cell phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Employer phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Email:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input type="checkbox"/> 31-40 yrs <input checked="" type="checkbox"/> 41-50 yrs <input type="checkbox"/> 51-60 yrs <input type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian and other Pacific Islander <input checked="" type="checkbox"/> White or Caucasian <input type="checkbox"/> Not specified (write in):			
Housing status (Check one and enter years):		<input checked="" type="checkbox"/> Renter <u>21</u> years	<input type="checkbox"/> Homeowner _____ years <input type="checkbox"/> Other _____ years

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: **Rich Cline**

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:

I have served as a parks and recreation commissioner for six years and served on the Menlo Park City Council for 12 years, three times I was honored to serve as mayor. John Boyle and I launched the downtown/ECR revitalization planning that currently guides development in our largest retail region. I have served as council liaison to the housing element process, chaired Caltrain and high-speed rail committees worked with dozens of community orgs to improve the quality of life in our town and I sat for council in negotiations with Facebook, the Bohannon Development Group, Stanford University, the Matteson Group and others on major projects.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:

Our city, like our greater regional communities, has undergone a dramatic shift with the Covid-19 pandemic and the demand for equity and equality when it comes to opportunities for everyone in both employment and housing, education and security (policing) and general quality of life. Housing is one of the three foundational issues where we as a community can control the levers, set fair goals and drive Menlo Park into a more sustainable and diverse future. Transit and education access are the other two if you were asking. I think there are specific and real opportunities for Menlo Park to incentivize apartment/MDU owners to redevelop via potential up zoning strategies – within current R-3 districts. These properties did not elect to do so under the past element, but we must learn from that and keep pressing.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:

It isn't enough to say our door is open or to reach out to those we know who often think like we do. Engaging the community requires a concerted effort to put objective information into the hands of diverse community groups and then to ask open and consistent questions so that the input is consistent and helps shape the committee recommendations and, ultimately, the city's decisions. I think the use of apps, web aggregation tools (online surveys) are critical, but we can't assume everyone has access so community meetings, mailers and literature drops in community centers and/senior centers or youth groups/schools can help reach more residents.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

5/12/2021

Signature

Date

**OFFICE USE ONLY:** 5/12/2021

Application received: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information			
Name: Rich Cline		Number of years as a Menlo Park resident: 20	
Resident address: [REDACTED]		City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Home phone: [REDACTED]	Email: [REDACTED]		
Cell phone: [REDACTED]	Employer phone: same		
Employer address: same		City:	State: Zip:
Registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity: <input type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media <input type="checkbox"/> Other: (Facebook, Nextdoor, etc.)			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone: <input type="checkbox"/> Yes <input type="checkbox"/> No	Cell phone: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Employer phone: <input type="checkbox"/> Yes <input type="checkbox"/> No	Email: <input type="checkbox"/> Yes <input type="checkbox"/> No
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input type="checkbox"/> 31-40 yrs <input type="checkbox"/> 41-50 yrs <input checked="" type="checkbox"/> 51-60 yrs <input type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian and other Pacific Islander <input checked="" type="checkbox"/> White or Caucasian <input type="checkbox"/> Not specified (write in):			
Housing status (Check one and enter years):	<input type="checkbox"/> Renter _____ years	<input checked="" type="checkbox"/> Homeowner <u>20</u> years	<input type="checkbox"/> Other _____ years



# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Tiffany Dao

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:  
 Currently, no civic affiliations or community activities.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:

I recognize the value and importance of the mission and goals of this committee: we need a thoughtful and inclusive engagement process in developing the guardrails for the future development and sustainability of this community. As someone who works in healthcare to improve the patient experience through design, I want to leverage that experience in building relationships, gathering input, and aligning stakeholders to contribute toward making fundamental and foundational impact -- impact that is needed and meaningful.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:

I greatly enjoy chatting with my friends about policy, politics, current events, societal trends and popular zeitgeist -- I invite a multitude of perspectives, and I also uphold respect conversation. I'm happy to share differing perspectives in a supportive way, especially sharing opposing perspectives as someone who can see multiple sides. I also have become more comfortable speaking honestly and candidly, pushing back on inappropriate or short-sighted comments.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

Signature

5/10/2021

Date

**OFFICE USE ONLY:**

Application received: 5/10/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 (Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information			
Name: Tiffany Dao		Number of years as a Menlo Park resident: 3	
Resident address [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Home phone:	Email: [REDACTED]		
Cell phone: [REDACTED]	Employer phone:		
Employer address:	City:	State:	Zip:
Registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity:			
<input type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media (Facebook, Nextdoor, etc.) <input checked="" type="checkbox"/> Other: <u>ivaii</u>			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Cell phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Employer phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Email:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input checked="" type="checkbox"/> 31-40 yrs <input type="checkbox"/> 41-50 yrs <input type="checkbox"/> 51-60 yrs <input type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply):			
<input checked="" type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian and other Pacific Islander <input type="checkbox"/> White or Caucasian <input type="checkbox"/> Not specified (write in):			
Housing status (Check one and enter years):		<input checked="" type="checkbox"/> Renter <u>3</u> years	<input type="checkbox"/> Homeowner _____ years
		<input type="checkbox"/> Other _____ years	

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Yadira DiSiena

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees: In my previous professional role I participated in community meetings, recruitment and outreach for parent/child programming in the Belle Haven/East Palo Alto community. I'm a member of the Community Advisory Board at Stanford for the Center of Clinical Research. And lastly, I've been attending the Belle Haven Action Kitchen Table Chats.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:  
 For many years, I've worked for non-profit organizations that provided parent-child wellness in the home/school setting. One of the communities I serviced was Belle Haven. I fell in love with the community; eventually becoming a renter and years later a home owner. Like my clients who live in the Belle Haven or surrounding areas, I can speak to the trials and tribulations of being a renter/homeowner in a community that is changing drastically. I hope that I can provide advocacy and a voice to those who fear to share their stories, feedback or seek support.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:  
 My form of communication varies. Depending on the matter I will use social media (Nextdoor or Facebook) to communicate with the community. Pre Covid-19 I attended community meetings and shared community updates to my neighbors in person; especially to my Spanish speaking neighbors. I'm luckily to also be able to engage and provide feedback with community leaders such as Cecilia Taylor and Pam Jones in person while they are out in the community or via Zoom.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

*Yadira DiSiena*

05/02/2021

Signature

Date

**OFFICE USE ONLY:**

Application received: 5/2/2021  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 Appointed:  Yes  No (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No



# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Lesley Feldman

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:  
 na

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:  
 I have lived in Menlo Park for just over 2 years, and I want my sons to grow up in a community that is as strong and inclusive as possible. I want to use my voice to advocate for a more equitable future for Menlo Park.  
 I have spent my career working in the national/international environmental policy field, and I am eager to use my policy experience on something that directly affects my community.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:  
 I am outspoken about issues that I care about, but I also believe in listening to all points of view and hearing all perspectives. One on one interactions can be really impactful, and group conversations are also useful for bring forward all sides of a story.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

Lesley Feldman Digitally signed by Lesley Feldman  
Date: 2021.05.14 17:29:22 -07'00'  
 \_\_\_\_\_  
 Signature

5/14/2021  
 \_\_\_\_\_  
 Date

**OFFICE USE ONLY:**  
 Application received: 5/14/2021  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 Appointed:  Yes  No (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No



# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620  
jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Max Fennell

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
(All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OFFICE USE ONLY:**

Application received: 5/12/2021  
Considered by City Council: \_\_\_\_\_  
Considered by City Council: \_\_\_\_\_  
Considered by City Council: \_\_\_\_\_  
If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
Appointed:  Yes  No (Initials)  
Appointed:  Yes  No  
Appointed:  Yes  No





Jeremy Fennell

1. I previously ran for city council to represent District 3. I have been a consistent advocate about the on going housing situation in our city.
2. I would like to serve on this board because my solutions are inspired from experiencing the negative effects of the high cost of living in the Bay area. I ran for city council so that I could help with addressing these issues and my passion to help with creating this change has never wavered. I am a small business owner and founder of a black owned businesses; my personal experiences help me to have a level of empathy that allows me to see situations from multiple perspectives. As a member my hope would be to contribute solutions that will have a real world impact and give voice for our community members who are often over looked.
3. I like to have clear honest conversations with my neighbors about issues that concern me and our community. When their outlook or opinion is different than mine I am open to hearing their point of view while also asking questions to better give me understanding of their view point and beliefs.

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Cynthia Harris

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:

Please see attached.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:

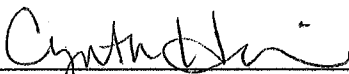
Please see attached.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:

Please see attached.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

  
 \_\_\_\_\_  
 Signature

05/12/2021  
 \_\_\_\_\_  
 Date

**OFFICE USE ONLY:**

Application received: 5/19/2021  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No  
 Appointed:  Yes  No



**1. Civic affiliations and community activities, including service on other commissions or committees:**

My community experience in Menlo Park has been centered on public education. I raised 2 children in Menlo Park, attending MPCSD and Sequoia Union District schools. Throughout their school years, I served on the MPCSD PTO Council as financial secretary and treasurer. In addition, I held various PTO positions at Encinal, head room parent positions at Laurel and Encinal, and served as a music booster at M-A and Hillview.

Aside from service related to my children's education in Menlo Park, I have been active in official appointments and ad hoc roles with SHE-CAN (Supporting Her Education Changes a Nation), UC Berkeley's Institute for the Study of Societal Issues (ISSI), M-A's AVID Program, and the Ravenswood Education Foundation (REF), where I also worked and taught in the music program at REF schools. I led the marketing of UC Berkeley's Haas Alumni Network board, where I developed and executed programming for alumni in the Bay Area.

The SHE-CAN program, in particular, has been a major focus for the past 6 years. SHE-CAN is a 501(c)3 non-profit that builds female leadership in post-conflict countries by selecting and empowering young women with full scholarship American higher education, professional mentorship, and leadership training, so as to return to their home countries with the skills needed to reform their nations. I am currently mentoring two young scholars from Cambodia and Liberia, who have been living and studying here in the US. Additionally, I Co-Chaired SHECAN's Revolution 2.0 gala, which raised \$500K.

[www.shecan.global](http://www.shecan.global)

I would like to leverage the proficiencies I have gained from these non-profit positions, combined with my broader business education and consulting experience to serve our community locally on this most important issue. I have particular interest in housing and racial equity, and aim to serve in these two areas. I attended the "Housing Elements 2.0" workshop, the "Let's Talk Housing" Countywide Community and RHNA meetings, as well as a recent "Color of Law" talk put on by the San Mateo Libraries as part of my exploratory agenda.

**2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:**

Today, I heard Cisco CEO Chuck Robbins summarize it best: "We live in the wealthiest community in the state, in the wealthiest state in the union, in the wealthiest country in the world, and it is unconscionable that we have the largest number of unhoused [persons]." That is why I want to serve on the Housing Element Community Engagement and Outreach Committee.

As a strategic marketing consultant with my own successful, independent practice – Cynthia Harris Marketing LLC, I engage my clients primarily in Market Strategy, Consumer Insights, and Innovation. I will apply my skills and expertise in these three areas to the housing needs of Menlo Park.

Most people who work in Menlo Park cannot afford to live in the community. At this beginning of the new Housing Element, it is crucial that we advocate for affordable housing and find creative approaches to increase our stock of housing without negative impact on existing residents and housing. In my consultancy, I specialize in revealing white-space opportunities through the intersection of consumer insights, market trends, and technology. I lead brainstorming sessions with clients from all over the globe to cultivate innovative solutions to situations complicated by competing interests and goals. This type of innovation will be key to arriving at consensus and ensuring the success of the upcoming Housing Element.

Menlo Park is an idyllic place to live with its tree-lined streets and walking access to services. I am fortunate to have purchased a home, built a business, and raised my children here. We need to mitigate this housing crisis so that others may be able to share in this richness. I look forward to reviewing and understanding the work to date, and to assisting City Council in its planning for a more inclusive, integrated community with a wide and deep spectrum of vibrancy.

**3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:**

My consulting business focuses on achieving deep understanding of consumers by leading qualitative (interview, ethnographic, and focus group-based) and quantitative (statistical) research. This research requires deep listening and consumer insight mining to drive evidence-based strategic business decisions. Additionally, I am often called upon to lead teams with multiple, often conflicting agendas. I lead with empathy, openness, curiosity, and encouragement. This approach will be focused to formulate strategic messaging to the community, including our current residents, so that all stakeholders may embrace the benefits of a diverse, socioeconomically equitable mix of housing.

This approach proves highly effective when engaging with friends and neighbors on sensitive issues. For example, in 2008, Proposition 8 --the California ballot proposition to ban same-sex marriage, was introduced. I was passionately against it, but several friends and neighbors were planning to vote for it. Since this issue mattered deeply to me, I worked to engage and educate them about the proposition and the people it would affect. Although the ballot proposition passed (though of course it was later overturned in court), my dialogue with proponents was constructive and respectful, and most of them changed their minds. My approach to listen to my friends and neighbors -- not to make assumptions or accusations, but rather to ask questions, educate, find common goals, and celebrate community, allowed delicate discourse while actually strengthening friendships.

I will bring this proven approach to deliberating controversial housing issues that will arise as we work together, engaging the community, to meet our RHNA obligations.

Thank you for your consideration of my application to join the Menlo Park Housing Element Community Engagement and Outreach Committee.

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Name: Heather Leitch

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:

As a parent, my advocacy work for many years revolved around advocating for special education within the school districts, and for social emotional learning (EQ). I volunteered as a writer and website administrator for The Big EQ/SEL California, served as Parent Association President for Summit Prep, and as parent web liaison for Mid-Peninsula High School. I edited a newsletter for an organization for parents of young adults with learning differences. Since my children have grown, I've switched to social justice and voting issues. I worked with election security/voter information groups locally and nationally. Professionally, I am a member of Media Alliance, the Society for Technical Communicators and the Public Relations Society of America.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:

I have lived in Menlo Park for 23 years, and the lack of affordable housing is a social justice issue that affects everyone. Since COVID-19 hit, I see so many more unhoused people, and so many more people living in RVs and vans. I believe there are creative ways to alleviate this, and I want to be part of the solution. Professionally, I have decades of experience as a writer and editor, and have worked in marketing and public relations for many years. An active part of the community, I am confident I can increase public engagement.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:

One of the most important ways to engage is to talk to friends, neighbors and family, and really listen to their answers. I also keep abreast of meetings and initiatives supporting affordable housing locally. One of the groups for which I am an administrator, Indivisible, has groups that support affordable housing, as well as people without housing.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No

(All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's [roles and responsibilities](#):  Yes  No

Heather Leitch Digitally signed by Heather Leitch  
Date: 2021.05.17 10:53:06 -07'00'

Signature

5/17/2021

Date

**OFFICE USE ONLY:**

Application received: 5/17/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 (Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information			
Name: Heather Leitch		Number of years as a Menlo Park resident: 23	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Home phone: [REDACTED]	Email: [REDACTED]		
Cell phone [REDACTED]	Employer phone:		
Employer address:	City:	State:	Zip:
Registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media <input type="checkbox"/> Other: (Facebook, Nextdoor, etc.)			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Cell phone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Employer phone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Email:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input type="checkbox"/> 31-40 yrs <input type="checkbox"/> 41-50 yrs <input type="checkbox"/> 51-60 yrs <input checked="" type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply):			
<input type="checkbox"/> Asian		<input type="checkbox"/> Black or African American	
<input type="checkbox"/> Hispanic or Latino		<input type="checkbox"/> Native Hawaiian and other Pacific Islander	
<input checked="" type="checkbox"/> White or Caucasian		<input type="checkbox"/> Not specified (write in):	
Housing status (Check one and enter years):	<input type="checkbox"/> Renter _____ years	<input checked="" type="checkbox"/> Homeowner <u>23</u> years	<input type="checkbox"/> Other _____ years

**Herren, Judi A**

---

**From:** Carol Mayer Marshall <[REDACTED]>  
**Sent:** Tuesday, May 11, 2021 9:21 AM  
**To:** Herren, Judi A  
**Subject:** HOUSING ELEMENT APPLICATION

**CAUTION: This email originated from outside of the organization. Unless you recognize the sender's email address and know the content is safe, DO NOT click links, open attachments or reply.**

I WOULD BE HONORED OT SERVE ON THE HOUSING ELEMENT COMMITTEE.

My application is submitted below.

HOUSING ELEMENT COMMUNITY ENGAGEMENT AND  
OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk 701 Laurel St., Menlo Park, CA  
94025 tel 650-330-6620 [jaherren@menlopark.org](mailto:jaherren@menlopark.org)

Please type or print clearly. You may attach additional pages, if necessary.  
This is a public document.

Name: CAROL MAYER MARSHALL

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:
2. Present:

Member, Advisory Council Markkula Center for Applied Ethics  
Founder & President Emeritus, WIRE for Women

Founder & Member, NARAL Leadership Council  
Founder & Member, Peninsula Salon

Former:

Board member, Bay Area Red Cross  
Board member, SPUR(SF Planning & Urban Research)



Board member SLUG (SF League of Urban Gardeners)  
Board member, San Francisco & Marin county Republican Central Ct.  
Board member, Commonwealth Club Program Ct  
Board member, Outward Bound  
Vice President, The WISH List. (Women In the House & the Senate)  
Board Member East Palo Alto Tennis Foundation, Dinner Ct.  
Vice President , CFO Old Mint Corporation  
Board Member Planned Parenthood:  
SF & Alameda County  
Mar Monte political ct.  
California State Board  
Member Community Advisory Ct to the S.F. Transportation Authority  
Board Member, Operation Civic Serve  
Board Member, Friends of VISTA  
Board Member, Laguna Honda Hospital, Freewheelers  
Member, Presidential Transition Task Force on Public Welfare  
Board Member, Opportunity Funding Corporation  
Board Member NARAL Pro Choice America

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:  
I am interested in serving in order to find ways and implement ideas of how to better engage the ENTIRE Menlo Park community in this important endeavor to strengthen a truly democratic approach to the planning process. My background is in community organization and community representation and this seems like a necessary part of the committee's mission.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:  
I am known to my friends (and I have many) as a “networker” and I enjoy introducing people to one another to help better engage more people and find better solutions to community problems.

4. Do you own real property in Menlo Park besides your primary residence? NO

(All committee members will be asked to disclose and sign a real property form before serving on the committee.)

I only own my own house, nothing more

5. Applicant acknowledges the committee's roles and responsibilities YES

CMMARSHALL

\_\_\_\_\_  
5/11/21 \_\_\_\_\_ Signature Date

OFFICE USE ONLY:

Application received: 5/11/2021 \_\_\_\_\_ Considered by City

Council: \_\_\_\_\_ Considered by City Council:

\_\_\_\_\_ Considered by City Council: \_\_\_\_\_ If

appointed, term ends: December 2022 \_\_\_\_\_

Address verified in city limits (if necessary):  By: JAH \_\_\_\_\_ Appointed:

Yes  No (Initials) Appointed:  Yes  No

Appointed:  Yes  No

Personal information

Name: Carol Mayer Marshall

Number of years as a Menlo Park resident: since 1995

Resident address: \_\_\_\_\_

City: Menlo Park

State: CA

Zip: 94025

Mailing address (if different):

City:

State:

Zip:

Home phone:

Cell phone:

Employer phone: retired

Registered voter:  Yes

How did you hear about this opportunity: IN MENLO

Email  Local newspaper

City website  Other:

---

News site

Social media (Facebook, Nextdoor, etc.)

If I am appointed, the City is authorized to post the this information on the city website (please select at least one)

Email: YES TO EMAIL

Demographic information

YES Age:80+yrs

:

YES White or Caucasian

---

Housing status

(Check one and enter years):

Renter \_\_\_\_\_ years

Homeowner \_26\_\_\_\_\_ years

Other \_\_\_\_\_ years

CD-CEOC 20210416

I would be happy to submit a full business resume if it would be helpful

Summary of my career:

Served 5 Congressmen & Senators on Capitol Hill as a Legislative Assistant

Helped draft and pass the Homeownership bill for the poor in 1967 which was included (sec. 235) in the Housing Act of 1968  
Helped draft Title VII of the Civil Rights Act of 1964  
National Director of VISTA Presidential Appointment with Senate confirmation  
Director of the Office of Economic Opportunity for all demonstration programs  
Director of San Francisco Mint (Presidential Appointment with Senate confirmation)  
Ran for California State Senate  
Founder of consultant group for Non Profit governance  
Education:  
Mt. Holyoke College & George Washington University, BA  
Berkeley School of Law, JD

*Carol*

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Name: Dan McMahon

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:

1996 - 2002 Stanford Arboretum Child Care Center  
 -Board member  
 -Vice President  
 -President

I am interested in re-engaging in civic governance in any way I might be useful

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:

As the CEO of a company that delivers tools to make renters more successful, I have experience focused on all aspects of the rental housing economy from the perspective of the individual renter. Specifically, we use demographic and rental stock trends and data to drive our products. I believe the committee could be well served with the perspective I bring.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:

I am constantly soliciting input from neighbors and other local friends regarding that state of our city typically by framing and asking questions listening for input before offering my own. I typically follow-up with targeted questions attempting to gather more knowledge and opinion. One large discussion topic in the past few years has been the effect of large housing initiatives by our university and corporate partners and the impact this may have on issues like affordability, equity and mono-culture.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

  
 Signature

12 May 2021  
 Date

**OFFICE USE ONLY:**

Application received: 5/12/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 (Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No



# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Nehezi Ollarvia

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:  
 University of Chicago Women's Association - Director at Large  
 Alpha Kappa Alpha Sorority, Inc  
 University of Chicago Black Alumni Club  
 NextDoor Lead for the Willows  
 Co-lead a support group for women going through the trauma of Covid

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:  
 This advisory body means a great deal to me. I've experienced housing insecurity in exclusive areas with a solid position. It is a passion of mine to find ways that all can have fair and equal housing because without housing, thriving is almost impossible.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:  
 I am an open and engaging communicator. I use various platforms to shed light on matters that affect vulnerable populations. It does appear that Menlo Park does have affordable housing avenues for Seniors, but that appears to be it. I have become active and vocal in the community and housing and inclusion are what seems to worry folks the most.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**OFFICE USE ONLY:**

Application received: 5/12/2021  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 Appointed:  Yes  No (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No

Personal information			
Name: Nehezi O [REDACTED]		Number of years as a Menlo Park resident: 1.5	
Resident address: [REDACTED]		City: Menlo Park 94025	State: CA Zip:
Mailing address (if different):		City:	State: Zip:
Home phone: [REDACTED]		Email: [REDACTED]	
Cell phone: [REDACTED]		Employer phone: self employed	
Employer address:		City:	State: Zip:
Registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity: <input type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media <input type="checkbox"/> Other: (Facebook, Nextdoor, etc.)			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone: <input type="checkbox"/> Yes <input type="checkbox"/> No	Cell phone: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Employer phone: <input type="checkbox"/> Yes <input type="checkbox"/> No	Email: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input type="checkbox"/> 31-40 yrs <input checked="" type="checkbox"/> 41-50 yrs <input type="checkbox"/> 51-60 yrs <input type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply): <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian and other Pacific Islander <input type="checkbox"/> White or Caucasian <input type="checkbox"/> Not specified (write in):			
Housing status (Check one and enter years):		<input checked="" type="checkbox"/> Renter <u>1.5</u> years	<input type="checkbox"/> Homeowner _____ years <input type="checkbox"/> Other _____ years



# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Victoria Robledo

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:  
 As a born and raised resident of Belle Haven I have continuously been involved in my community for the last 7-8 years. I take pride as a resident of BH and have actively participated in many community meetings, City Council as well as attended many other meetings involving FaceBook, Gateway. I have served on many committee as well which included BH Visionary as well as the agencies listed above. Most recently, I volunteered for over 5 months providing Covid -19 testing in BH and East Palo Alto.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:  
 I have been involved in my personal career for over 15 years working in affordable housing to housing the homeless populations. I believe that we must have representation and diversity to provide equal input for our communities

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:  
 I attempt to do my best in engaging and sharing issues that pertain to issues that effect my community directly and the need to get involved. I always express that all residents should beinvolved with decisions that effect their community.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**OFFICE USE ONLY:**

Application received: 5/19/2021  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 Appointed:  Yes  No (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No

Personal information			
Name: Victoria		Number of years as a Menlo Park resident: over 10	
Resident address	[REDACTED]	City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Home phone:	[REDACTED]	Email:	[REDACTED]
Cell phone:		Employer phone:	
Employer address:		City:	State: Zip:
Registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media <input type="checkbox"/> Other: (Facebook, Nextdoor, etc.)			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Cell phone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Employer phone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Email:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input type="checkbox"/> 31-40 yrs <input type="checkbox"/> 41-50 yrs <input type="checkbox"/> 51-60 yrs <input checked="" type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian and other Pacific Islander <input type="checkbox"/> White or Caucasian <input checked="" type="checkbox"/> Not specified (write in):			
Housing status (Check one and enter years):	<input type="checkbox"/> Renter _____ years	<input checked="" type="checkbox"/> Homeowner _____ years	<input type="checkbox"/> Other _____ years

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Name: Aaron Spaulding

1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:  
 None current.

2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:  
 As a resident of Menlo Park for over 12 years, and as someone who has worked in Menlo Park since 2006, I have spent the majority of my adult life in Menlo Park. I welcome the opportunity to give back to my community and to help make it even stronger in the years to come. Prior to moving to Menlo Park, I studied architecture, the arts, and worked and volunteered at non-profit community institutions. While I now work in research, these experiences left me with a deep appreciation of how the built environment impacts the lives of people at both the individual and community level.

3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:  
 Primarily in person, supplemented by discussions in email, text, and social media.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

*Aaron Spaulding*

12 May 2021

Signature

Date

**OFFICE USE ONLY:**

Application received: 5/12/2021  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 Appointed:  Yes  No (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No

Personal information			
Name: Aaron Sp [REDACTED]	Number of years as a Menlo Park resident: 12		
Resident address [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Home phone:	Email: [REDACTED]		
Cell phone: [REDACTED]	Employer phone: [REDACTED]		
Employer address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Registered voter: [REDACTED]			
How did you hear about this opportunity:			
<input type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media <input checked="" type="checkbox"/> Other: (Facebook, Nextdoor, etc.)      Flier received in US Mail			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Cell phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Employer phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Email:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input type="checkbox"/> 31-40 yrs <input checked="" type="checkbox"/> 41-50 yrs <input type="checkbox"/> 51-60 yrs <input type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply):			
<input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian and other Pacific Islander <input checked="" type="checkbox"/> White or Caucasian <input type="checkbox"/> Not specified (write in):			
Housing status (Check one and enter years):	<input checked="" type="checkbox"/> Renter <u>12</u> years	<input type="checkbox"/> Homeowner _____ years	<input type="checkbox"/> Other _____ years

# HOUSING ELEMENT COMMUNITY ENGAGEMENT AND OUTREACH COMMITTEE APPLICATION

City Manager's Office – City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620  
 jaherren@menlopark.org



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Name: Soody Tronson

**1. Civic affiliations and community activities, including service on other advisory bodies, commissions, committees:**

I serve in leadership roles in many community and civic minded organizations, including:

- Former Chair/Co-Chair/member of the Menlo Park Finance and Audit Committee
- An active hands-on volunteer with several civic organizations including Defy Ventures, an entrepreneurship, employment, and character development training program for currently and formerly incarcerated men, women, and youth
- Executive Member: Tech & Innovation Com., Health Policy Com., Education Com., Women Executive Forum at the Silicon Valley Leadership Group (SVLG), a public policy association of c-level leaders of 350 dynamic companies shaping the innovation economy of Silicon Valley, California, and the nation
- Member at the Full Circle Fund, an active philanthropic network of professionals who leverage their time, talent and connections to help nonprofit organizations launch new initiatives, make a greater impact and accelerate positive change in our community
- Member of Board of Advisors for the Association of Women in Science STEM to Market national accelerator
- General Counsel at Shoebox Ventures, a Non-Profit Advisory Organization to startups, San Francisco
- Member of Intellectual Property Law Executive Committee of the California Lawyers Association
- Delegate to CALNET
- Founding advisors of the Tech Futures Group, a Small Business Development Center (SBDC) program focusing exclusively on advising qualified technology clients located in the NorCal SBDC network coverage area.
- and
- Recognized as one of the 100 Women of Influence by the Silicon Valley Journal

**2. Describe why you want to serve on this advisory body, how your personal and professional experiences would help bring diverse perspectives to the group, and what you hope to accomplish as a member:**

I have always had a passion for social equity and civic services as evident by my various volunteer roles. Housing is one of the highest priorities in our immediate community and beyond. There are more ways than one to address and help mitigate the inequities that plague our nation and City. As a member of the Housing Element, using my highly tuned analytical skills and sense of community, I hope to help review, analyze, and recommend initiatives, program, and local policies, to address housing issues in Menlo Park.

**3. Describe how you communicate and engage with your friends and neighbors about issues that matter to you:**

Communication strategies have to be mindful of the audience. Some require more compassionate approach, some factual and get-to-the-point approach, and some a mix of both. Either way, to support and encourage meaningful reform, understanding the underlying facts are critical to credibility regardless of the type of communication style I use. This approach, has been one of the reasons my comments and opinions have been acknowledged by even residents whom I have not had the pleasure of meeting in person.

4. Do you own real property in Menlo Park besides your primary residence?  Yes  No  
 (All committee members will be asked to disclose and sign a real property form before serving on the committee.)

5. Applicant acknowledges the committee's roles and responsibilities:  Yes  No

Digitally signed by Soody Tronson  
 Date: 2021.05.13 14:21:20 -07'00'

Signature

May 13, 2021

Date

**OFFICE USE ONLY:** 5/13/2021  
 Application received: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: December 2022

Address verified in city limits (if necessary):  By: JAH  
 (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No  
 Appointed:  Yes  No

Personal information			
Name: Soody Tronson		Number of years as a Menlo Park resident: 2011	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Home phone:	Email: [REDACTED]		
Cell phone: [REDACTED]	Employer phone: [REDACTED]		
Employer address: 2995 Woodside Ave. Suite 400	City: Woodside	State: CA	Zip: 94062
Registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity: <input type="checkbox"/> Email <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> City website <input type="checkbox"/> News site <input type="checkbox"/> Social media <input type="checkbox"/> Other: (Facebook, Nextdoor, etc.)			
If I am appointed, the City is authorized to post the this information on the city website (please select at least one)		Home phone: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cell phone: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Employer phone: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Email: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Demographic information			
Age: <input type="checkbox"/> 18-30 yrs <input type="checkbox"/> 31-40 yrs <input type="checkbox"/> 41-50 yrs <input checked="" type="checkbox"/> 51-60 yrs <input type="checkbox"/> 61-70 yrs <input type="checkbox"/> 71-80 yrs <input type="checkbox"/> 80+ yrs			
Ethnicity and race (Check all that apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Native Hawaiian and other Pacific Islander <input type="checkbox"/> White or Caucasian <input type="checkbox"/> Not specified (write in): <small>Middle Eastern</small>			
Housing status (Check one and enter years):	<input checked="" type="checkbox"/> Renter <u>9</u> years	<input type="checkbox"/> Homeowner _____ years	<input type="checkbox"/> Other _____ years

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: April 4, 2021

Commission or committee of interest:


Name: Brian Altman

Education: Bachelors

Civic affiliations and community activities, including service on other commissions or committees:  
Volunteer work a couple years ago for There With Care.  
Just started volunteering for Food Bank

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:  
Advise Council on steps to meet goals for streets, contribute to transportation land use and projects , help with vision zero alternative transportation, contribute to transportation master plan, advise on Middle Avenue pedestrian and bicycle access and safety, help with safe school routes

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  
I am long term resident and regard transportation issues as instrumental to the character and safety, for all ages, for Menlo Park. I hope to contribute to the effectiveness of the committee within the stated objectives as Menlo Park goes through a growth period that will effect the auto, bike and pedestrian movement throughout the city.

  
Signature

April 4, 2021  
Date

**OFFICE USE ONLY:**

Application received: <u>4/8/2021</u>	Address verified in City Limits (if necessary): <input checked="" type="checkbox"/> By: <u>JAH</u>
Considered by City Council: _____	Appointed <input type="checkbox"/> Yes <input type="checkbox"/> No (Initials)
Considered by City Council: _____	Appointed <input type="checkbox"/> Yes <input type="checkbox"/> No
Considered by City Council: _____	Appointed <input type="checkbox"/> Yes <input type="checkbox"/> No
If appointed, term ends: <u>4/30/2022 or 4/30/2025</u>	

Personal information:			
Name: Brian Altman	Number of years as a Menlo Park resident: 28		
Resident address [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone [REDACTED]	Email: [REDACTED]		
Business address:	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No



# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: MAY 7, 2021

Commission or committee of interest: Complete Streets Commission

Name: Aurora Brosnan

Education: B.A. in Philosophy from San Francisco State University

Civic affiliations and community activities, including service on other commissions or committees:

Chair (2014), Aboriginal Remote Power Supply Upgrade Steering Committee, Western Australian Housing Authority

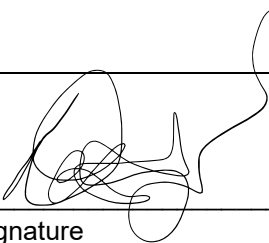
Administrator (current), Menlo Park chapter of Buy Nothing, a community recycling and gifting economy forum devoted to strengthening communities by sharing resources.

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

See attachment A

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

See attachment A

  
\_\_\_\_\_  
Signature

May 7, 2021  
\_\_\_\_\_  
Date

## OFFICE USE ONLY:

Application received: 5/7/2021  
Considered by City Council: \_\_\_\_\_  
Considered by City Council: \_\_\_\_\_  
Considered by City Council: \_\_\_\_\_  
If appointed, term ends: 4/30/2022, 4/30/2023,  
4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
Appointed:  Yes  No (Initials)  
Appointed:  Yes  No  
Appointed:  Yes  No

Personal information:			
Name: Aurora Brosnan		Number of years as a Menlo Park resident: ~1	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different): same as above		City:	State: Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address: same as above		City:	State: Zip:
Business phone: same as above			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>A friend's FB post</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

## **Attachment A - Application to Become A Complete Streets Commission Member**

**Aurora Brosnan, ph:** [REDACTED]

**May 7, 2021**

**Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:**

The Complete Streets Commission (CSC) provides advice to the City Council with regards to transportation in order to advance Menlo Park's vision zero, complete streets, and climate action plan. The CSC reviews the city's transportation master plan advising City Council which projects will likely result in the least vehicle miles travelled, considers bicycle, pedestrian, and public transportation accessibility, the plan's implementation, as well as supports the City Council as a stakeholder across broader regional transportation demand and multi-modal management programs and projects.

In addition to its advisory capacity, the CSC also advocates for community engagement, program continuity, planning and engineering implementation of safe pedestrian/cycling rail crossings and infrastructure, access to downtown businesses, and the implementation of the Safe Routes to School strategy.

In my previous role consulting as the principal planning project manager to a government Housing Authority in Australia, I managed programs with a team of town planners, business analysts, engineering project managers and consultancies to advance the agency's commitment to closing the gap on Indigenous disadvantage as it related to remote Indigenous housing. My program was accountable for reviewing power and water distribution designs for project-related considerations, safety, employment and training accessibility, heritage sites, and respect for Australia's Indigenous culture.

I have an extensive background in program and project management which will be useful for tracking important details while staying focused on the big picture for the CSC's reviews and advisory decisions. My strength in identifying and engaging stakeholders would add value in cooperating with other city commissions and community stakeholders.

**Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:**

Reducing carbon emissions effectively can only be achieved through global teamwork and effort. It is a point of pride that Menlo Park is a trailblazer being the first city in the U.S. to set a target of becoming carbon neutral by 2030. In doing so, the residents and City Council of Menlo Park have demonstrated a sense of social responsibility and commitment. This action aligns with the U.S. as it joins the Paris Agreement and the rest of the world as it supports the United Nations Framework Convention on Climate Change. Sound transportation planning has the capacity to help achieve this target, as well as promoting healthier lifestyles through alternate modes of transportation, making connections between neighboring communities and residents, supporting local businesses, and enhancing the safety of our community.

As a member of the Complete Streets Commission, I hope my professional experience will contribute to the commission's ability to provide sound advice for our City Council to make confident decisions with regards to transportation, as well as the opportunity to cement my personal commitment to three matters of great importance; protecting our environment for ourselves, future generations and all life on earth, safety of the city's residents, and by indirectly encouraging civil relationships in strong, healthy communities through proper planning. I hope to have an opportunity to serve the residents of Menlo Park whom I have found to be a strong, supportive, and generous community.

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: March 29, 2021

Commission or committee of interest: Complete Streets (term ending 2022)

Name: Sally Cole

Education: BA, Yale College, JD/MBA, Stanford University

Civic affiliations and community activities, including service on other commissions or committees:

I was the Vice Chair of the Menlo Park Heritage Tree Commission from 2018-2019. Earlier in my career, I served in the government at the city, state and federal level. I was the Deputy Chief of Staff of the U.S. EPA in Washington, D.C. and the Assistant Finance Director at the Metropolitan Transportation Authority which runs the subway, bus and commuter rail systems of the greater New York City area. I worked on Wall Street advising local governments on infrastructure financing, and worked for the Boston Redevelopment Authority evaluating their commercial zoning policies.

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The proper management of transportation and easy access to downtown is essential to the health and future of Menlo Park. When we manage our streets to meet the highest standards of safety for children, pedestrians, and bikers, we can attract and keep families in our community. I will bring my extensive professional experience in public service, the retail sector, and tech (Apple and Google) to the Commission to ensure that the city pursues a forward-thinking transportation strategy that ensures the wellbeing of our downtown businesses and residents alike.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

I have lived in Menlo Park for almost 9 years and I love its small town feeling, sense of community, and physical beauty. I walk, run, shop and drive every day on the streets of Menlo Park. I appreciate how increased growth, development and traffic compel us to plan strategically to keep our roads safe and easy to navigate for everyone, and make our downtown a destination. As a member of the Commission, I would work collaboratively with the other Commission members, the City Staff and Council, the business community and the public, to create and execute forward-thinking transportation policies that ensure the vitality of the City of Menlo Park for years to come.

Sally Cole  
Signature

Mar 29 2021  
Date

## OFFICE USE ONLY:

Application received: 4/8/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2022

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

<b>Personal information:</b>			
Name: Sally Cole		Number of years as a Menlo Park resident: 8.5	
Resident address:	[REDACTED]	City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone:	[REDACTED]	Email:	[REDACTED]
Business address:	[REDACTED]	City: Cupertino	State: CA Zip: 95014
Business phone:			
How did you hear about this opportunity:			
<input checked="" type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input type="radio"/> Yes <input type="radio"/> No
		Business phone:	<input type="radio"/> Yes <input type="radio"/> No
		Home phone:	<input type="radio"/> Yes <input type="radio"/> No
		Email:	<input checked="" type="radio"/> Yes <input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date:

Commission or committee of interest:

Name:

Education:

Civic affiliations and community activities, including service on other commissions or committees:

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

  
Signature

\_\_\_\_\_  
Date

## OFFICE USE ONLY:

Application received: 3/1/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2022 or 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name:		Number of years as a Menlo Park resident:	
Resident address:	[REDACTED]	City:	State: Zip:
Mailing address (if different):	[REDACTED]	City:	State: Zip:
Phone:	[REDACTED]	Email:	[REDACTED]
Business address:	[REDACTED]	City:	State: Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Business phone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Home phone:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Email:	<input type="checkbox"/> Yes <input type="checkbox"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: March 18, 2021

Commission or committee of interest: The Complete Streets Commission

Name: Lizbeth King

Education: MBA, Vanderbilt University BA, Tufts University

Civic affiliations and community activities, including service on other commissions or committees:

Menlo School, Senior Team

New Community Church, Member

Woodside High School, Parent Volunteer

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The Complete Streets commission is charged with planning and providing safe means for Menlo Park citizens to travel for school, work and recreation via multiple modes of transport. Over the years as a parent and business owner I have collaborated with others on various teams in both volunteer and professional capacities. I work extraordinary well with others and look forward to an opportunity to cooperate and work with others to improve the streets of Menlo Park. It would be my honor and privilege to serve the Menlo Park Community.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

As a parent I have watched my children walk to school. My son has had to walk to La Entrada without sidewalks on Santa Cruz, my brother was struck by a car while cycling, and a senior citizen was struck and killed crossing El Camino/Alejandra while I lived on Alejandra in Atherton. Witnessing these tragedies and safety hazards has made me keenly aware of the need for safety on all our streets especially as the modes of transportation widen and our population grows. My hope as a Street Commission member is to drastically limit the number of accidents and injuries occurring on our streets and make our streets safer encouraging our citizens to use our streets and sidewalks building

Signature

Date

## OFFICE USE ONLY:

Application received: 4/8/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2022 or 4/30/2025

Address verified in City Limits (if necessary):  By: JAH

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

(Initials)



Personal information:			
Name: Lizbeth King		Number of years as a Menlo Park resident: 6	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address:	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity:			
<input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 4/12/2021

Commission or committee of interest: Environmental Quality Commission

Name: Daryl Bulloch

Education: Ph.D. in Chemistry, UC Riverside; B.S. Biochemistry, UC San Diego

Civic affiliations and community activities, including service on other commissions or committees:

None (yet!)

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The Environmental Quality Commission advises City Council on the current state, resourcing and feasibility of projects and initiatives related to environmental sustainability (e.g. climate action plan, Reach code), as well as oversees the appeals process for heritage trees. I hold a Ph.D. in chemistry from the College of Natural and Agricultural Sciences at UC Riverside, where my published research focused on environmental analytical chemistry and toxicology. My educational background, evidence-based pragmatic approaches to problem solving, and ability to distill complex science to concise take-home points would be a strong addition to the EQC.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

I have searched for an opportunity to combine my scientific background with my passion for the environment in the service of my community, and I believe the EQC is the best opportunity to do so. I will help identify creative yet practical solutions to address climate change, based on portions of models successfully implemented in other cities as well as forward-facing recommendations to position Menlo Park as a champion in the push towards environmental sustainability. I would like to ensure such potential solutions are equitable, especially those which relate to the creation and preservation of urban green space as well as electrification. I would like to increase visibility on the impressive body of accomplishments and goals set by the Menlo Park City Council with respect to climate action, to incentivize city-wide momentum towards achieving carbon neutrality.

Daryl N Bulloch

Digitally signed by Daryl N Bulloch  
Date: 2021.04.12 15:57:20 -0700

4/2/2021

Signature

Date

## OFFICE USE ONLY:

Application received: 4/12/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

(Initials)

Personal information:			
Name: Daryl Neil Bulloch		Number of years as a Menlo Park resident: 14	
Resident address	[REDACTED]	City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone	[REDACTED]	Email:	[REDACTED]
Business address	[REDACTED]	City: South San Francisco	State: CA Zip: 94080
Business phone:	[REDACTED]		
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>InMenlo website</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone: Business phone: Home phone: Email:	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: April 9th, 2021

Commission or committee of interest: Environmental Quality Commission

Name: Linh Dan Do

Education: Rice University, Bachelor of Architecture

Civic affiliations and community activities, including service on other commissions or committees:

None currently

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

Please see attachment

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

Please see attachment

Linh Dan Do

Signature

April 9th, 2021

Date

## OFFICE USE ONLY:

Application received: 4/28/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

(Initials)

Personal information:			
Name: Linh Dan Do		Number of years as a Menlo Park resident: 3	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94027
Mailing address (if different): -	City: -	State: -	Zip: -
Phone: [REDACTED]	Email: [REDACTED]		
Business address: -	City: -	State: -	Zip: -
Business phone: -			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:**

The 2030 Climate Action Plan lays out goals and steps to achieve those goals that make Menlo Park a leader in climate action, sustainable development, and urban canopy preservation. I look forward to the opportunity to be a part of the Commission that advises the City Council on these environmental issues, and I look forward to the chance to participate in the Commission's monthly meetings. In serving on this Commission, I would love to apply my professional experience as an architect and my personal passion for the environment.

As an architect, I worked as part of various design teams to create design concepts for buildings. We integrated sustainable principles into the design concept from the beginning - examples include reusing old buildings instead of building new, orienting new buildings to optimize energy efficiency, planning interior spaces for maximum flexibility and longevity, and integrating the building exterior into the surrounding urban fabric. As designers, we advocated for the principles that would drive the design concept and saw them through the design development of the building. I believe that the process of advocating for sustainable principles and seeing them through can be similar whether designing a building or planning for a community.

Outside of the office, I organized two community initiatives. At the heart of both projects were community outreach and involvement, which can be helpful to implementing change in the community. For the 2014 Minnesota State Fair, I worked with a small team to create an exhibit that highlighted the Twin Cities local food system. We connected members of the local food system with emerging graphic designers to create boards that told the story of those small farms, restaurants, and co-op groceries who comprise the local food system. We raised funds and acquired materials donations, and we built the physical structure that displayed the story boards. During the two week run of the Fair, the story boards served as conversation catalyst between fairgoers, exhibit volunteers, and members of the local food community.

In the fall of 2016, I organized a one week design session for the students at the East Bay Innovation Academy in Oakland. The design session was one of several options students could choose for their Intersession, a week-long break from the normal school schedule to engage in a special project. The week started with a design "charrette," a brainstorming of design concepts, which was followed by selecting a design concept to develop. In the middle of the week, I invited two peers in the architecture industry to provide feedback on the students' designs, and the week ended with a visit to a local architecture office.

Linh Dan Do

Application for Menlo Park Environmental Quality Commission

**Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:**

I want to serve on this commission because I want to take an active role in creating positive change in our community. As an architect, I have always been keenly aware of the environmental impacts of building construction and operation and of urban development. As a mother of two, I have given much thought, and action, to how individual households can minimize waste and carbon emissions. As a renter, for all the changes we have been able to make, I have also felt some limitations, leading me to believe that climate action cannot be something some people can afford and choose to act on while others cannot - it must be a community-driven effort, and it is urgent.

Finally, in the midst of last summer's wildfires, I attended Jen Wolosin and Josie Gaillard's Climate Change Q&A, and it absolutely galvanized me to take my actions to a broader, community level. As a member, I hope to learn from the experience and expertise of the current Commission members and to continue the work that the Commission has done to advise City Council in implementing climate action initiatives. As an architect, I would love to continue the push towards electrifying and decarbonizing homes, buildings, and transportation in Menlo Park. As my personal experience demonstrates, I would love to delve into the community outreach and education aspect of these initiatives.

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



<b>Please type or print clearly. You may attach additional pages, if necessary. This is a public document.</b>
Date: April 12, 2021
Commission or committee of interest: Environmental Quality Commission
Name: Angela Evans
Education: BS, Earth Systems, Stanford University; MBA, Stanford Graduate School of Business
Civic affiliations and community activities, including service on other commissions or committees:  Please see attached.
Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:  Please see attached.
Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  Please see attached.

Angela Evans  
Signature

4/12/21  
Date

<b>OFFICE USE ONLY:</b>	
Application received: <u>4/11/2021</u>	Address verified in City Limits (if necessary): <input checked="" type="checkbox"/> By: <u>JAH</u>
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
If appointed, term ends: <u>4/30/2025</u>	



<b>Personal information:</b>			
Name: Angela Evans		Number of years as a Menlo Park resident: 7+	
Resident address: [REDACTED]		City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone: [REDACTED]		Email: [REDACTED]	
Business address:		City:	State: Zip:
Business phone:			
How did you hear about this opportunity:			
<input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website			
<input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>Friend</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input checked="" type="radio"/> Yes <input type="radio"/> No
		Business phone:	<input type="radio"/> Yes <input type="radio"/> No
		Home phone:	<input type="radio"/> Yes <input type="radio"/> No
		Email:	<input checked="" type="radio"/> Yes <input type="radio"/> No

## Angela Evans EQC Application Attachment, April 2021

### ***Civic affiliations and community activities:***

1. 2019-present, **AllStudentsMatter.org (Ravenswood School District)**: I volunteer as a literacy tutor multiple days per week, serving students in Belle Haven and East Palo Alto.
  
2. 2016-present, **Director, Healthy Children Alliance**: I founded a volunteer-based organization, Healthy Children Alliance, which **works in San Mateo and Santa Clara Counties to eliminate chemical pesticides where children play**. We create productive partnerships with cities and schools to employ healthy, cost-effective alternatives. Our Menlo Park work:
  - 2020: Led successful campaign to stop reintroduction of Roundup (carcinogen, as documented by World Health Organization) in all **Menlo Park city park landscaping**. Leveraged contacts with City of Palo Alto maintenance staff to help educate Menlo Park City Council and staff on methods to avoid pesticide applications while reducing maintenance budgets.
  - 2019: Led successful campaign to formalize moratorium on pesticide application (Fiesta Weed Killer) on all **Menlo Park city playing fields**, where children play sports. Connected contacts in City of Palo Alto to Menlo Park City staff to share best practices.
  - 2016-17: Led parent group that successfully convinced **Menlo Park City School District** to stop spraying campus playing fields with chemical pesticides. Launched partnership with Palo Alto Unified School District to share best practices. **Redrafted school district Integrated Pest Management Plan (on district website)**.
  
3. 2016-17, **Co-Lead, Measure X Parcel Tax Campaign, Menlo Park City School District**. Selected for leadership role by Campaign Head. Worked closely with parent community to secure successful parcel tax passage. Conducted presentations to outside groups, helped secure key endorsements.
  
4. 2017, **Resolution in Support of Undocumented Students, Menlo Park City School District School Board (Resolution No. 16.17.18)**: Led successful parent campaign to convince school board to pass resolution. Presented to

school board, successfully negotiating additional language in final draft that increased protections for students and families.

5. 2014, **Volunteer Writer, Stanford School of Medicine Sean N. Parker Center for Allergy & Asthma Research.** Selected to author article on the Center, distributed widely by Stanford School of Medicine. **I have maintained strong connectivity with this organization, which now includes an Air Pollution and Climate Health Research effort that advocates for all-electric construction in California.**
6. 2013, **Fundraising Volunteer, Magicalbridge.org.** Fundraised for Magical Bridge, which builds inclusive parks for children of all abilities in San Mateo and Santa Clara Counties. Amongst other donations, secured \$25K gift from local tech executive.
7. 1997 – 2006, **Board Member and Vice-President of the Board, Stanford Cap and Gown Women’s Leadership Organization.**

***Describe your understanding of the responsibilities of the commission that you are applying for and how your personal community or professional experience relate to these:***

I understand that the EQC helps the city shape environmental policy, especially related to climate, and helps with heritage tree removal permits and other environmental policy issues. I also understand that the EQC works collaboratively with Menlo Park staff and council members, providing recommendations that consider limited financial city resources and disparate city priorities.

**I have a deep background in environmental science and policy, especially with respect to climate and human environmental health. I have an extensive, scientific understanding of how the burning of fossil fuels contributes to global warming, including the significant impacts currently burdening and predicted for Menlo Park (sea level rise and flooding; groundwater table rise and liquefaction risk; wildfires; human respiratory and cardiovascular disease risk).**

**I also understand how and why those in District 1, as with all lower income communities facing environmental crises, bear these burdens disproportionately. These burdens will quickly become even more acute without robust mitigation measures.**

Here are some of my specifics as they relate directly to potential EQC work:

- My **B.S. from Stanford was in Earth Systems (environmental science, economics, and policy)**. I wrote my honors thesis on the financial implications of a United States carbon tax.
- My **M.B.A. from Stanford Graduate School of Business** has given me a strong background in financial analysis and strategic decision-making on complex topics involving tradeoffs and uncertainty.
- I've held **senior managerial and Head of Marketing roles at eBay and on the Stanford Women's Leadership Organization Board**, further reinforcing the leadership and decision-making expertise I could bring to the EQC table.
- My significant volunteer **commitments with All Students Matter (Ravenswood School District) constantly remind me of the stark equity issues our city faces**, including and especially with respect to environmental health. I look forward to applying this deep understanding in my advisory role to City Council.
- I spent several years working on **California Water Policy at Environmental Defense Fund (EDF), including serving on a California Department of Water Resources stakeholders committee for the California Water Plan**. I developed **close partnerships with diverse stakeholders** while serving on this committee and in a variety of other leadership roles at EDF.
- I've enjoyed **my leadership work on pesticide alternatives with Menlo Park City Council and look forward to continuing our partnership on a variety of environmental topics**.

***Describe why you want to serve on this commission and what you hope to accomplish as a member:***

I have always felt a calling to environmental policy, especially on climate issues, where I feel tremendous urgency. This calling goes back decades, influencing many of my educational and professional choices. I have long considered a role on the EQC; now that my children are older, the timing works well.

**The climate crisis weighs heavily upon me, and I look forward to engaging with the EQC climate subcommittee, amongst other EQC work.** I am passionate about our city and have deep regard for its council members and community leaders. I look forward to working with all of them in this context.

I hope to contribute in a manner consistent with my underlying policy tenets:

- 1) I believe that **strong, effective environmental policy, especially as it relates to climate, is consistent with good policy on housing, transportation, economic growth, public health,** and a host of other major issues. As I advise City Council, I will always seek these intersections.
  
- 2) **The best policy, I believe, results from partnerships with diverse stakeholders, often those with disparate interests.** Productive partnerships involve working through conflict and being willing to come to the table with an open mind and innovative solutions. I have substantial backgrounds in business, environmental, and government partnerships, enabling me to share this focus effectively with our city. As those of you who know me well can relay, my temperament is also consistent with this kind of collaborative approach.
  
- 3) **Any environmental policy in our city must ensure that Belle Haven receives priority consideration.** Lower-income, communities of color have always suffered disproportionately from the negative consequences of environmental problems, including and especially from the climate crisis. From sea level rise to pollution and cardiovascular and respiratory illness, communities of color bear these burdens more desperately. I will always advocate accordingly.

I would also bring to the EQC **my strong network in the climate and environmental policy and electrification space,** to the extent that this could be helpful for consultation purposes. These include direct connections to:

- E3 (Energy and Environmental Economics);
- eMobility Advisors (electrification policy consulting firm);
- CodeCycle (new energy code compliance technology);
- Project Drawdown;
- Environmental Working Group (including founder);
- EvGo;
- Climate One (The Commonwealth Club, San Francisco);
- EDF (Environmental Defense Fund), including senior-level climate staff;
- Physicians for Social Responsibility, including President of SF Board of Directors;
- 2030 Solutions (decarbonization focus);

- Stanford School of Medicine Asthma and Allergy Center (includes Air Pollution and Climate Health Research);
- Conservation Resource Partners, LLC;
- A variety of professors at Stanford University and Stanford Graduate School of Business with expertise in environmental economics, technology, science, and policy.
- And many others.



## COMMISSION/COMMITTEE APPLICATION

OFFICE USE ONLY RECEIVED 2/12/2021
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**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: 3/26/2014

Commission/Committee of Interest: [REDACTED] Environmental Quality Commission

Name: Michael Meyer

Education: Several years of college/ no degree

Civic affiliations and community activities, including service on other commissions or committees:

Coached Little League and AYSO. I served 4 years on the Transportation Commission several years ago. I recently served on the Bicycle Commission and am currently a Transportation Commissioner.

Describe your understanding of the responsibilities of the commission/committee that you are applying for and how your personal, community or professional experience relate to these responsibilities:

My understanding of the Commission responsibilities is to review use permits and variances as well as help maintain the ever evolving relationship between the General Plan and the cities needs. I believe that my unique view on multi-modal transportation as well as 15 years of residency as a renter and homeowner will bring a balanced and needed point of view to the Commission.

Describe why you want to serve on this commission/committee and what you hope to accomplish as a member:

I would like to bring a little more transportation related point of view to the commission and hope to bring a fair and balanced voice to the commission.

**Terms**

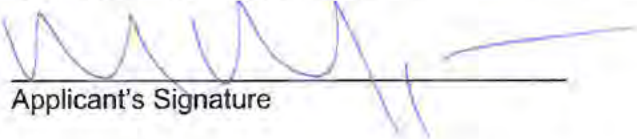
Terms for most commissions/committees are for a period of four years. Members are limited to two consecutive full terms. If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.

**Specific Information**

Serving on a commission or committee may require one or two night meetings per month, with each meeting averaging three to four hours. You may also be asked to serve on additional subcommittees. Members are expected to attend all meetings. Attendance at less than two-thirds of scheduled meetings may result in removal by the Council. Commissioners are not paid for their volunteer service. General information related to the charge of the commissions and committees and their schedules are shown on the attachment. More specific information may be obtained by viewing the City's website at [http://www.menlopark.org/city\\_commissions.html](http://www.menlopark.org/city_commissions.html) and by contacting the staff liaison.

**Information about the Appointment Process**

The application process may take from six weeks to two months. Vacancies are advertised for approximately 30 days with a specific filing deadline. Deadlines may be extended. Please return your application, along with any attachments, to the City Clerk, at the address listed below. Applications are kept on file for one year. The City Council will review all applications, may contact you individually or may decide to hold interviews. All appointments will be made by nomination and vote of the City Council at a Council meeting. Questions about the application process should be directed to Pamela Aguilar, Acting City Clerk, at (650) 330-6620 or by e-mail at [PIAguilar@menlopark.org](mailto:PIAguilar@menlopark.org).



Applicant's Signature

Return to the City Clerk, City of Menlo Park,  
701 Laurel Street, Menlo Park, CA 94025  
(Phone: (650) 330-6620 or e-mail at [PIAguilar@menlopark.org](mailto:PIAguilar@menlopark.org))

**OFFICE USE ONLY**

Application Received: 2/12/2021

Address Verified in City Limits:  By: JAH  
Initials

Considered by City Council: \_\_\_\_\_

Appointed: Yes  No

Considered by City Council: \_\_\_\_\_

Appointed: Yes  No

Considered by City Council: \_\_\_\_\_

Appointed: Yes  No

If Appointed Term ends: 4/30/2025



**PERSONAL INFORMATION**

Name: Michael Meyer \_\_\_\_\_

Residence Address: [REDACTED] \_\_\_\_\_  
(Note: Residency within the City limits is required)

Telephone No: [REDACTED] Number of years as a Menlo Park resident: 15 \_\_\_\_\_

Occupation: IT Infrastructure \_\_\_\_\_

Email address: [REDACTED] \_\_\_\_\_

Business Address/Telephone No: [REDACTED] \_\_\_\_\_  
[REDACTED] \_\_\_\_\_

Are you a registered voter?

Yes  No

How did you hear about this opportunity?

Newspaper  Email  City's Website  Nextdoor.com  
 Patch.com  Other \_\_\_\_\_

**Internet Posting**

If I am appointed, the City is authorized to post the following information on the City's website:

	YES	NO
Home Address:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Home Phone:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mailing Address (if not home address):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Business Address:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Business Phone:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E-mail:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: April 16, 2021

Commission or committee of interest: Environmental Quality Commission

Name: Cheryl Oliver Schaff

Education: Bachelor's of Journalism, University of Missouri—Columbia

Civic affiliations and community activities, including service on other commissions or committees:

Climate Reality Project Leader since 2019, trained by Al Gore in Minneapolis to give presentations on solving our climate crisis; Extinction Rebellion San Mateo, founding member and outreach lead, since 2019; Achungo Orphanage-School (Kenya), U.S. board member 2014-19; Yale Sustainability Leadership Forum 2017; Racial Solidarity Lab, 2020; 18-year, active parent volunteer for Menlo-Atherton High School, Hillview Middle School (PTO Council) and Oak Knoll Elementary; Menlo Church active volunteer and 20-year member; New Community Church, Menlo Park, current member

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The EQC exists to advise our hardworking city council on the rapidly-changing state of our human habitat, particularly as it pertains to ensuring that Menlo Park is an outstanding place to live, work and play. For years, I've been in a perpetual deep-dive into the realities of our climate crisis to broaden my understanding of the causes of this dilemma and the many existing solutions that are available to us today. I've used the Yale Sustainability Leadership Forum (2017), Climate Reality Project Leadership training (with Al Gore in 2019) and participation in Extinction Rebellion San Mateo (a non-violent, direct action group, since 2019) to learn the facts about, help dispel miscommunications around and promote solutions to our climate emergency.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

As a 33-year resident of Menlo Park, I'm invested in this community and in the lives of my friends and neighbors here. I want to continue the EQC's important work on its Climate Action Plan and find ways to expand it that will help us better mitigate the effects of climate change, such as sea-level rise, more intense and more damaging wildfires and severe water shortages. I want Menlo Park to commit to steps we can take to protect pollinators (vital to our food supply), fight species loss (as big a problem as climate change) and lessen pollution created by plastics and other long-lived materials. I want to ensure that this community of educated, innovative, resourced people leads the way in protecting this planet we call home, starting right in our back yard.

\_\_\_\_\_  
Signature

April 16, 2021

\_\_\_\_\_  
Date

## OFFICE USE ONLY:

Application received: 4/20/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: Cheryl Oliver Schaff		Number of years as a Menlo Park resident: 33 years	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address:	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>Diane Bailey, Menlo Spark</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: 4/9/2021

Commission or committee of interest: Finance and Audit Committee

Name: Matt Normington

Education: BS, Accounting

Civic affiliations and community activities, including service on other commissions or committees:

- 11/2019 - Present: President & Treasurer, Marquis Homeowner Association, Menlo Park
- 01/2016 - Present: Treasurer, Peninsula Youth Theatre, Mountain View
- 04/2013 - 01/2016: Member of the Board of Directors, Peninsula Youth Theatre, Mountain View

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The responsibilities of the finance and audit committee is to analyze financial matters and assist city staff in providing up to date financial data points to assist Council in making decisions and provide transparency to the public. This includes reviewing financial statements and budgets, analyzing investment guidelines, pension liabilities, and interacting with the independent auditor to review the City's certified audited financial statements.

My community and professional experience aligns well with these responsibilities. For 8 years I have served as a board member for a non-profit organization in Mountain View. Five of those years I have served as Treasurer. Most recently I have served as President & Treasurer for my neighborhood homeowners association. As a CPA and partner at the accounting firm Deloitte Tax LLP, I lead a national team of accountants, attorneys, and engineers to help large, complex clients resolve complicated financial and tax matters. We ensure their financial positions are properly and accurately documented for key stakeholders. This includes analyzing detailed financial data points and applying complex tax law concepts. In my role I interact daily with C-suite executives, board members, tax and financial personnel at my clients.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

I grew up in Menlo Park and my wife and I recently moved back to Menlo Park so that our son could attend Menlo Park's award winning schools. We are excited to be able to raise our son in this diverse community. As a result, I have a significant interest in maintaining the high quality of life in Menlo Park and, more specifically, the City's long term financial wellbeing.

I would like to serve on this committee to use my accounting background to give back to my community. As a member I want to help provide transparency on key financial matters in a way easy for the general public to understand, provide analytics to assist Council in decision making, and reduce the overall burden on City Staff by assisting staff in financial analysis.

mnormington

Digitally signed by mnormington  
 Date: 2021.04.09 16:07:29 -0700

Signature

4/9/2021

Date

## OFFICE USE ONLY:

Application received: 4/9/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

(Initials)

Personal information:			
Name: Matt Normington		Number of years as a Menlo Park resident: 13	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone [REDACTED]	Email: [REDACTED]		
Business address: 22 [REDACTED]	City: San Jose	State: CA	Zip: 95113
Business phone: [REDACTED]			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

# COMMISSION & COMMITTEE APPLICATION

City Clerk  
701 Laurel Street, Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



<b>Please type or print clearly. You may attach additional pages, if necessary. This is a public document.</b>
Date: April 4, 2019
Commission or Committee of Interest: Brian Westcott
Name: <span style="background-color: black; color: black;">[REDACTED]</span> Finance and Audit Committee
Education: BS. ME / MS ME / PhD Management Science / Post Doc Fellow Business Strategy- Policy (see attached resume)
Civic affiliations and community activities, including service on other commissions or committees: Past : Menlo Park Economic Vitality Task Force Stanford University : Graduate student housing planning commission • Sacred Heart Preparatory – Team Parent • Lehigh University President's Leadership Council • Menlo Park Economic Vitality Task Force • Board Member and Youth Coach – Pop Warner Football, AYSO Soccer, Little League Baseball, ASA Softball Local Business Owner And CEO
Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities: The Planning Commission supports decisions and makes recommendations to the City Council on a broad range of issues such as land use, environmental, and the changing needs of the city in relationship to the general plan. As a long time resident and business owner in Menlo Park I feel I have benefited from living in Menlo Park. My recent professional work in developing SMART Cities can be applied to the changing needs of Menlo Park and support preparing it for the future. I am also concerned about the opportunities provided to our citizens in the various neighborhoods in the city and how we can create better support for each neighborhood and continue to develop Menlo Park as a model total SMART city for the future. ( see attached resume)
Describe why you want to serve on this commission or committee and what you hope to accomplish as a member: I have had the privilege to live, work, raise a family and create long lasting friendships in Menlo Park over the last 30 years and feel I both want and should contribute back to this city. As a member of the Planning Commission I would like to support decisions that will allow Menlo Park to continue to be the type of city that people want to live and feel it is a privilege to be a citizen. I believe there is work to be done to prepare Menlo Park for the changes that are happening in society and technology. I hope to contribute to the present and future plans for this development.

Brian J Westcott  
Signature

April 4, 2019  
Date

<b>OFFICE USE ONLY:</b>	
Application Received: <u>2/11/2021</u>	Address Verified in City Limits: <input checked="" type="checkbox"/> By: <u>JAH</u> (Initials)
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
If Appointed Term ends: <u>4/30/2025</u>	

Personal Information:			
Name: Brian J. Westcott		Number of years as a Menlo Park resident: 31	
Resident Address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing Address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business Address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Business Phone: [REDACTED]			
Registered Voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
How did you hear about this opportunity: <input type="checkbox"/> Newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City's Website <input type="checkbox"/> Nextdoor.com <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the City's website:	Cell Phone:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Business Phone:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Home Phone:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Email:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**PROFESSIONAL PROFILE**

*Executive leader with over twenty five years of global experience in corporate management and governance, business strategy, innovation, marketing, and strategic management of technology, ranging from Board level policy and management for Fortune 500 companies to CEO of venture backed start-ups. Creative ability to develop high performing businesses by increasing innovation, improving productivity and providing better leadership, management and business processes.*

**EXPERIENCE**

- 2016 – Present**                      **Intelligent Structures, Inc.**    **Founder/ CEO/ Board of Directors**
- Founded Intelligent Structures Inc. an Enterprise Infrastructure Performance Asset Management Platform a sensor to enterprise Cloud SAAS implementation based on an IoT or Industrial Internet platform.
- Created business strategy and successfully executed the development of technology and organization of an enterprise software company
  - IntelliStruct – market introduction and commercial sales
- 2011 – 2015**                      **PFI Acquisition – Purfresh / IntelliFleet DBA.**    **President/ CEO/ Board of Directors**
- CEO of Purfresh / IntelliFleet a venture backed company that provided an enterprise information and control solution for perishable supply chain management through a Cloud SAAS implementation based on an IoT or Industrial Internet platform.
- Created business strategy and successfully executed the transition from a chemical company to an enterprise software company
  - IntelliFleet – market introduction and development of first integrated perishable supply chain enterprise and control software system
  - Improved operating margins, increased revenue (4x) and market share Introduced and closed grower customer contracts,
  - Raised \$8 million venture financing      Award: 2014 - Top 20 Most Promising Enterprise Software companies by CIO Review
- 2009 – 2011**                      **Xecuritas Business Unit / Marsys, Inc.**    **President BU / Sr. Vice President**
- President of the Xecuritas Business Unit - a security software and business service company delivering a SAAS based solution.
- Responsible for P&L. Increased market growth rate while improving EBITDA.
  - Developed and upgraded two product lines and a hosted exchange partnership on a cloud based infrastructure.
  - Introduced WEB marketing and improved business processes.
- 2007– 2009**                      **JDS Uniphase, Inc.**    **Vice President / Sr. Director**
- Created business and acquisition strategy for growth of the Advanced Optical Technology Group.
- Negotiated and acquired ABNH (public company/ \$140 million) and managed the post merger integration.
  - Planned and formed the Security System Group of JDSU.
- Developed company wide growth initiative for high performance and continuous improvement through a focus on creating greater innovation, higher organic market share growth, and return on invested capital.
- 2005 - 2007**                      **Inogen, Inc.**    **Chief Operating Officer**
- Chief Operating Officer of Inogen, Inc. a venture backed medical equipment technology company that produces portable oxygen concentrators for the home health care market. On the executive management team and managed software engineering, product engineering, supply chain management, manufacturing, distributors, customer care, quality and regulatory and information technology. Developed a new technology and supply chain strategy for the company and implemented a complete design and start-up of a new product.      Public offering 2014
- 1992 to 2005**                      **WESTT, Inc.**    **President /CEO / Chairman /Founder**
- A venture backed company that developed and implemented advanced enterprise and industrial information and control software systems. WESTT was a pioneer in the development of custom electro –mechanical automation subsystems serving the industrial equipment industry. Markets included services to customers in the medical products, food processing, flat-panel and semiconductor equipment industries. High rate of sales growth resulted in being awarded the position of #34 in the Inc. 500 (1997) and #68 the Deloitte and Touche Tech 500 (1997)
- 2000 to 2005**                      **eInnovate – A WESTT business** an integrated cloud based innovation business process site for product development and supply chain management. Cited in Fortune magazine.
- 1990 to 1992**                      **A.T. Kearney**    **Principal**
- International management consultant for Fortune 500 clients in the area of strategic planning for new technology and innovation, managing the new product development process and integrated supply chain management. Completed projects in corporate transformation and change specifically related to use of information systems, product marketing strategy, managing research and



development, and managing product development and manufacturing. Worked on new client development, marketing and sales for A.T. Kearney developing programs in strategic management of technology.

1980 – 1990

General Electric, Inc.

Management and Engineering

Program Manager at General Electric Corporate Management Development and managed the Integrated New Product and Process Development Program. Worked with Jack Welch (CEO) to develop a corporate program for improved productivity of the innovation and technology delivery process. Led adoption of this program into the Appliance, Power Systems, Medical Product, and Electronics Divisions.

Control Systems Engineer in the Research Development Program at General Electric's Corporate Research and Development Center in the Thermo-Fluids Group. Developed jointly with the Electric Power Research Institute a real-time multivariable digital control system for operation and control of an Advanced Integrated Combined Cycle Coal Gasification System. Project resulted in the first digital multivariate control system for power production with an increase in performance and decrease in potential cost.

Obtained a PhD in Management Science and was a Post Doctoral Research Fellow at the Stanford Graduate School of Business. Encouraged by management of GE to pursue this higher education.

**Combustion Engineering** - Control System Engineer – Critical Function Monitoring and Control System for Nuclear Power Systems  
**Bechtel Power Corporation**- Resident Control Engineer – Control System Integration on Grand Gulf Nuclear Power Plant

### EDUCATION

Stanford Graduate School of Business

Post Doctoral Fellow Business Strategy and Policy

Became the first Post Doctoral Fellow in the Business School specializing in technology and new product business strategy focusing on managing technical innovation in manufacturing and product development. Published numerous case studies through Harvard and Stanford and related articles.

Stanford University

PhD in Management Science

Focused on the areas of technology strategy, business transformation, organizational behavior, production systems, decision analysis and economics and finance. Teaching assistant for the course Engineering Economics. Received an EPRI Fellowship for 4 years to research the economics of innovation related to electric power production. Dissertation focused on *Innovation: Organizational and Technical Factors that Influence Success*

Stanford University

Masters of Science -- Mechanical Engineering / Information Control Systems

Specialized in the areas of Control Systems and Thermo-fluid systems

Lehigh University

Bachelors of Science -- Mechanical Engineering

Graduated with Honors – Award Best Senior Project and Union Carbide Award for Outstanding Engineer

### OTHER

2014- Present – Industrial Internet Consortium

Marketing Committee and Director Thought Leadership Council –

2005-2011 Global Fresh Foods

Board Director

Involved with formation and strategy for a technology company developing a solution for the preservation of fresh protein using advanced environmental control. Supported raise of a \$5.3 million venture equity investment.

### Awards

- CIO Magazine 2018 – Top 10 SMART City Enterprise Software Platforms - IntelliStruct
- CIO Review 2014 - Top 20 Most Promising Enterprise Software companies
- Tech Inc. 500 Award - 28<sup>th</sup> Fastest Growing U.S. Technical Company in 1996 (WESTT, Inc )
- Inc. 500 Award - #34 (1996) and Tech 500 #68 in 1997 (WESTT, Inc.)
- Tech Inc. 500 Award for Fastest Growing U.S. Technical Company (1997 and 1998)
- Business Times largest private companies in Bay Area 2000 (WESTT, Inc.)
- Selected as Hero of Manufacturing – Fortune Magazine 1997
- Who's Who in America, The World and Industry and Finance (Marquis -- since 1991)
- A.T. Kearney – Global Management Award (1990)
- General Electric Corporate – Selected as a High Potential Leader (1989)
- General Electric Company Award to Inventors – Three U.S. Patents (1983)

Community Service

- Sacred Heart Preparatory – Team Parent
- Lehigh University President’s Leadership Council
- Menlo Park Economic Vitality Task Force
- Board Member and Youth Coach – Pop Warner Football, AYSO Soccer, Little League Baseball, ASA Softball

# INTELLIGENT STRUCTURES MAKING BRIDGES TALK - DIGITALLY

By Karan Kariappa



Intelligent Structures combines advanced sensor technology with highly customizable edge computing and cloud-based enterprise software to deliver the critical information owners need to optimize the management of bridges

Brian Westcott,  
CEO

For years, bridge managers have dreamt of “smart bridges” – bridges that can tell them exactly what is needed to minimize risk, maximize mobility, and stay within budget. But expensive technology and expertise have made smart bridges an elusive dream. Until now.

Intelligent Structures (IS) is changing the game. “We make bridges talk – digitally,” explains Brian Westcott, CEO of Intelligent Structures. Taking an enterprise IT approach, IS’s innovative platform, IntelliStruct, is designed from the ground up to be both technically advanced and radically economical. With this decision support solution, bridge managers will know the detailed state of their bridges in real time and are able to prescribe precision maintenance, rather than reardown and rebuild. IS’s goal is to extend the useful life of bridges from 50 to over 100 years. This is digital disruption for bridge management, essential to keeping smart cities moving.

## Our Bridges are in Trouble

In the US, there are over 600,000 bridges, and a quarter of those bridges are in trouble. US bridges are aging, becoming riskier and more costly. About 10 percent are posted for reduced loads, about 10 percent are classified as structurally deficient, and another 10-12 percent are classified as functionally obsolete, according to the Federal Bridge database.

Traditional methods of bridge management are sorely outdated and inefficient. In 1968, in response to the collapse of the Silver Bridge in West Virginia causing 46 deaths, bridge inspection became mandated by federal act. It has been required that all bridges have biennial (every two years) inspection. The majority of inspections use a visual procedure which is highly variable. For example, in a Federal Study of Inspection reliability 2003, visual inspection ratings varied by up to five points, on a total scale of 10 for the same bridge. Our bridges, and thus our mobility, are at risk. With today’s technology that has so clearly revolutionized other aspects of business and our personal lives; we can and must do better. This is where Intelligent Structures comes in.

### The Solution: IS's Enterprise Bridge Performance Management Platform

A confluence of innovations and events has come to the rescue of aging bridges. IS has developed a bridge performance management platform based on Internet of Things (IoT) technology and enterprise cloud architecture: IntelliStruct TM. It gives bridge managers the power to precisely measure bridge performance and manage bridge life cycles to minimize risk and maximize mobility, all within limited budgets. IS expertly leverages technologies such as low-cost sensors, IoT, edge computing, wireless communication, mesh networks, big data analytics, and machine learning to enable "smart bridges".

Smart bridges offer the opportunity to drastically improve the real-time knowledge of the health of a bridge, and precisely manage the bridge for safety, efficiency, and longevity.

Managers can prevent bridge restrictions and closures, and direct budgets for maximum impact. This is imperative as our traffic loads increase, while our infrastructure deteriorates.

"Intelligent Structures combines advanced sensor technology with highly customizable edge computing and cloud-based enterprise software to deliver the critical information owners need to optimize the management of bridges," says Doug Thomson, CTO, Intelligent Structures.



Our bridge monitoring systems help with both real time data on structural behavior, as well as identifying trends and changes over time

### Fact-Based Decision Support for Bridge Managers

Intelligent Structures is on the forefront of delivering smart bridge solutions. Leveraging advanced information technology, IS's bridge performance monitoring and decision support platform enables bridge managers make highly informed, fact-based decisions.

#### Here's how it works:

- Sensors are installed on bridges - measuring strain, acceleration, displacement, temperature, cracks, water height, and/or tilt, depending on the bridge.
- Two-Level Edge Computing: Component level sensor data is collected and analyzed in a set of IS's proprietary I-Bridge wireless modules, then sent through a mesh network to IS's I-Bridge controller that performs additional bridge level analytics. This enables economic wireless transmission to the cloud.
- Cloud-based Analysis is performed by IS's expert analysis engine, creating a dashboard of key metrics and trends for bridge managers, as well as red flag alerts and alarms.
- The Management Dashboard is transmitted to bridge

managers in real time. Managers can easily monitor a single bridge, or a fleet, and see where problems are brewing. This enables decisions to prioritize bridge issues, precision maintenance plans, and provides fact-based support for the ever-critical repair/rehabilitate/rebuild decisions. The benefit is enormous - bridge managers can more effectively use their limited budgets to keep their bridges safe and open, for longer.

- Machine Learning and big data analytics update and adapt predictive models to anticipate bridge life cycle performance. Future scenarios are assessed to guide optimal bridge operating strategies, thus maximizing life cycle performance.

### Everyone Benefits

With smart bridges, everyone benefits: safety and mobility for people and users, and economy for budgets.

With IS, bridge owners have the ability to track key data on the performance of their bridges including a periodic digital signature (performance snapshot), component defect monitoring (for critical components), live load testing, and continuous monitoring. This gives owners the data to enable real-time management, as well as critical optimization of fleet planning and management over a 10-20 year horizon. Bridge owners see returns on implementation of IntelliStruct of over 50 percent IRR for individual bridges as well as application to strategic operations management of their entire fleet of bridges.

"Intelligent Structures has developed a new approach to providing decision support for the management of bridge assets. Their monitoring system for bridges collects real-time data that provides us with information on the structural behavior and is also able to detect any changes in the performance of the structure over time," explains Russ Andruschuk, Executive Director - Structures, Manitoba Infrastructure.

Architect engineers, responsible for bridge design and engineering, leverage IntelliStruct for key data and analysis to support their assessment of bridge performance, and exactly what management actions are required. Growing databases of bridge performance and issues will influence future designs. Bridge inspectors combine the visual inspection information with a measured indicator of bridge state to provide a significantly more accurate assessment of bridge health. Their expertise allows for better assessment of bridge condition. TransSystems, an architect engineering firm and Intelligent Structures partner with a focus on transportation systems, states that measured performance provided by IntelliStruct is the future of the industry.

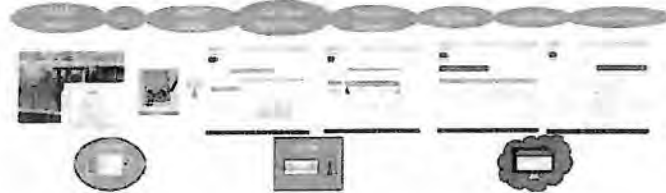
"Historically, acceptance of Bridge Health Monitoring solutions was limited due to challenges related to installation, durability, data transfer, power supply, and data processing. Intelligent Structures' smart bridge approach provides cost-effective solutions for each of these challenges. Owners now

have a cost-effective option to customize a solution that supports their bridge management decisions. They have real-time access to their bridge monitoring installations through the web. The system provides trend analysis, alerts, and other measures of how their bridge inventory is performing.

Going forward, as more owners recognize the value in real-time monitoring of their bridge inventory to their maintenance and rehabilitation decision making, the industry will expand rapidly," says Lawrence Kirchner, P.E., S.E., Vice President and Senior Associate, TransSystems.

### Early Success

IS is already seeing success. A province in Canada that manages over 2000 bridges wanted to incorporate measured bridge performance into their operations. IS implemented their solution on a few bridges as proof of concept, resulting in identification of a key issue with a bridge not functioning as anticipated with overweight vehicles. The return from this information is over 50 percent annually. The customer was impressed with the results and has begun scaling the system to monitor their fleet of bridges. The capability applies equally to bridges owned at the city, state, or national level, and to private operators including railroads.



### Changing Management Strategies for Changing Times

Recently, the Federal Highway Administration has issued new requirements for highway and bridge asset management that go into full effect in June 2019. These new requirements involve development and implementation of risk-based asset management plans, minimum standards for bridge and pavement management systems, and periodic evaluations to determine if reasonable alternatives exist to roads, highways or bridges that repeatedly require repair and reconstruction activities. IS's smart bridge platform delivers the measured performance and economic analysis to support these DOT requirements and become the global platform for bridge management. This is the path to a new generation of bridge management strategies.

### Smart Bridges: Essential for Smart Cities

"Cities are becoming 'smart cities' by leveraging technology for improved infrastructure efficiency. There are many dimensions of the smart city vision, but a key

element is always mobility. And, bridges are the critical bottleneck in traffic mobility," adds Westcott.

As IS creates smart bridges to improve our existing infrastructure, the technology and data are primed to integrate into a consolidated community infrastructure. This will strengthen a smart city data foundation and offer the next level of benefit: from a smart bridge, to a smart fleet of bridges, to an integrated smart city.

In addition to improving the day-to-day operational efficiency of cities, the smart city vision includes strengthening the resilience of a city to recover from catastrophic events such as earthquakes, tsunamis, and hurricanes. Smart bridges will be stronger, thus better able to withstand a major shock, and the measured performance information will provide critical information to evaluate damage and aid in rapid recovery. Smart bridges will help a city quickly regain mobility after an extreme shock.

Governments and infrastructure managers are reviewing the use of information technology to increase the productivity of their assets. In many cases, this will require an increase in IT budgets. In the case of smart bridges, this IT investment will be offset with high returns from improvements in bridge life

cycles and saving 30-50 percent in the bridge annual budget.

Looking to the future, IS is developing advanced analytics using the data collected to build a database of how different bridges perform. They will apply machine learning to this data to help all bridge designers and managers become more efficient. Even more exciting, this technology has the potential to be applied to other structures such as buildings, parking garages, and dams all over the world.

### The Imperative for Change

The industry must change. Bridges are failing, and there is not enough budget to keep up with the current bridge management processes. Innovation is required to do more with less. IS delivers the solution with IntelliStruct. With smart bridge technology, the life of bridges can be extended, and the lifetime cost of operating a bridge can be reduced by 30-50 percent.

"If we don't innovate, in 10 years we'll have autonomous vehicles traveling over crumbling bridges inspected by people using hammers and chains," concludes Westcott. ☒

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 03/29/2021

Commission or committee of interest: Finance and Audit Committee

Name: Carol Wong

Education: BBA (International Business) & BA (French) - UT Austin, LLM - London School of Economics

Civic affiliations and community activities, including service on other commissions or committees:

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:  
I understand that the Finance and Audit Committee is primarily responsible for supporting the delivery of timely, clear and comprehensive reporting of the City's fiscal status to the community at large. To achieve this objective, the committee reviews several areas including periodic financial reporting to the City Council and the public, the audited financial report and resolution of audit findings. In addition, the Committee oversees the financial audit process and selection of auditors as needed. I am a CPA and have experience both in an audit and advisory role in public accounting. I have experience both auditing and reviewing financial statements through those roles. In addition, my current role within the controllership function of a publicly listed company requires that I assist in the preparation the company's financial statements filed with the SEC. Hence, I am familiar with how financial statements are prepared as well as the responsibilities of an audit committee.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  
I was greatly impressed with all that the City has done during the pandemic. During a time when many needed a sense of community, the city stepped in to provide updates and safety guidance. I'd like to contribute to the city's continued efforts in making the city a safe, secure and healthy community by supporting the Finance. In addition, I hope to add diversity to the committee through my background

Signature

March 29, 2021

Date

## OFFICE USE ONLY:

Application received: 4/4/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: Carol Wong		Number of years as a Menlo Park resident: 6 years	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone [REDACTED]	Email:		
Business address:	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: April 4, 2021

Commission or committee of interest:

Name: Brian Altman

Education: Bachelors

Civic affiliations and community activities, including service on other commissions or committees:  
 Volunteer work a couple years ago for There With Care.  
 Just started volunteering for Food Bank

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:  
 Advise Council on housing: Initiate, review, plan, implement City programs and policies under the 1974 Housing Community Developmet Act; contribute to the loan review for rehabilitation and first time buyers, Contribute to the General plan's Housing element, advise on BMR, advise on housing related issues for environmental impact reports.  
 I am 28 years in Menlo Park as home owner. I have reviewed rent control and housing statistics and studies and feel I can see both sides to the housing issues in Menlo Park

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  
 Housing, along with transportation, are inter-related and will characterize Menlo Park. We are experiencing large construction projects that will bring opportunities for Menlo Park growth and interesting challenges. I hope to contribute to the effectives of the committee.

\_\_\_\_\_  
 Signature

April 4, 2021  
 \_\_\_\_\_  
 Date

<b>OFFICE USE ONLY:</b>	
Application received: <u>4/8/2021</u>	Address verified in City Limits (if necessary) <input checked="" type="checkbox"/> By <u>JAH</u>
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No (Initials)
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
If appointed, term ends: <u>4/30/2025</u>	

Personal information:			
Name: Brian Altman		Number of years as a Menlo Park resident: 28	
Resident address [REDACTED]		City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone: [REDACTED]		Email: [REDACTED]	
Business address:		City:	State: Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input type="radio"/> Yes <input type="radio"/> No
		Business phone:	<input type="radio"/> Yes <input type="radio"/> No
		Home phone:	<input type="radio"/> Yes <input type="radio"/> No
		Email:	<input checked="" type="radio"/> Yes <input type="radio"/> No



# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 04/15/2021

Commission or committee of interest: Housing Commission

Name: Cynthia Harris

Education: AB Quantitative Economics, Stanford University; MBA Strategy and Marketing, Haas School of Business, UC Berkeley

Civic affiliations and community activities, including service on other commissions or committees:

please see attached

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

please see attached

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

please see attached

  
\_\_\_\_\_  
Signature

4/15/2021  
\_\_\_\_\_  
Date

## OFFICE USE ONLY:

Application received: 5/5/2021

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Considered by City Council: \_\_\_\_\_

Appointed:  Yes  No

Considered by City Council: \_\_\_\_\_

Appointed:  Yes  No

Considered by City Council: \_\_\_\_\_

Appointed:  Yes  No

If appointed, term ends: 4/30/2025

Personal information:			
Name: Cynthia Harris		Number of years as a Menlo Park resident: 25	
Resident address: [REDACTED]		City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone: [REDACTED]		Email: [REDACTED]	
Business address:		City:	State: Zip:
Business phone:			
How did you hear about this opportunity:			
<input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>Housing Elements; Karen Grove</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input checked="" type="radio"/> Yes <input type="radio"/> No
		Business phone:	<input type="radio"/> Yes <input type="radio"/> No
		Home phone:	<input type="radio"/> Yes <input type="radio"/> No
		Email:	<input type="radio"/> Yes <input type="radio"/> No

**Civic affiliations and community activities, including service on other commissions or committees:**

My community experience in Menlo Park has been centered on public education. I raised 2 children in Menlo Park, attending MPCSD and Sequoia Union District schools. Throughout their school years, I volunteered on MPCSD PTO Council as financial secretary and treasurer. In addition, I held various PTO positions at Encinal, head room parent positions at Laurel and Encinal, and served as a music booster at M-A and Hillview.

Aside from service related to my children's education in Menlo Park, I have been active in official appointments and ad hoc roles with SHE-CAN (Supporting Her Education Changes a Nation), UC Berkeley's Institute for the Study of Societal Issues (ISSI), M-A's AVID Program, and the Ravenswood Education Foundation (REF), where I also worked and taught in the music program at REF schools. I led the marketing of UC Berkeley's Haas Alumni Network board, where I developed and executed programming for alumni in the Bay Area.

The SHE-CAN program, in particular, has been a major focus for the past 6 years. SHE-CAN is a 501(c)3 non-profit that builds female leadership in post-conflict countries by selecting and empowering young women with full scholarship American higher education, professional mentorship, and leadership training, so as to return to their home countries with the skills needed to reform their nations. I am currently mentoring two young scholars from Cambodia and Liberia, who have been living and studying here in the US. Additionally, I have Co-Chaired SHECAN's Revolution 2.0 gala, which raised \$500K. [www.shecan.global](http://www.shecan.global)

I would like to leverage the proficiencies I have gained from these non-profit positions combined with my broader business education and experience to serve our community locally. I have particular interest in housing and racial equity, and intend to serve in these two areas. I attended the "Housing Elements 2.0" workshop and a few "Let's Talk Housing" Countywide Community Meetings as part of my exploratory agenda.

**Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities**

The housing commission is charged primarily with advising the City Council on housing programs and policies including those that address supply, distribution, maintenance, environmental impact, and affordability. As a strategic marketing consultant with my own successful, independent practice – Cynthia Harris Marketing LLC, the three main activity areas in which I engage my clients are: Market Strategy and Analysis, Consumer Insights, and Innovation. Menlo Park's housing priorities align with these three skill areas:

1. **Market Strategy and Analysis:** To make recommendations to the City Council on issues related to housing policy, to implement Council policy decisions, and to represent the City where needed on housing matters.

In my consultancy, I evaluate opportunities, find the client product/market fit, make recommendations to senior management, and commercialize new products and programs. Similarly, the housing commission is tasked with initiating, evaluating, maintaining, and reviewing housing policies and programs, and presenting findings to the City Council. I have attached a snapshot of a few recent projects my company has completed.

2. **Consumer Insights:** To provide a conduit of information to the community about affordable housing programs, and to collect information back from the community regarding housing matters for presentation to the City Council.

My consulting business focuses on achieving deep understanding of consumers by leading qualitative (interview, ethnographic, and focus group-based) and quantitative research. This research requires deep listening and consumer insight mining to drive evidence-based strategic business decisions. I hope to apply these methods to ensure that the Housing Commission and City Council has an accurate and comprehensive understanding of community attitudes including all of our Menlo Park constituents. Based on this research, the Commission and Council may formulate strategic messaging to the community including our current residents so they may embrace the benefits of an inclusive, diverse, and racially and socioeconomically equitable mix of housing.

3. **Innovation:** To review and recommend on the Housing Element of the general plan.

Many people who work in Menlo Park cannot afford to live in the community. At this beginning of the new Housing Element, it is crucial that we can be advocates for affordable housing and find creative ways to increase our stock of housing without negative impact on existing residents and housing. The Housing Commission will be called upon for the primary contribution as we survey opportunities for new housing in Menlo Park. In my consultancy, I specialize in revealing white-space opportunities through the intersection of consumer insights, market trends, and technology. I lead brainstorming sessions with clients from all over the globe to cultivate innovative solutions to situations complicated by competing interests and goals. This type of innovation will be key to arriving at consensus and ensuring the success of the upcoming Housing Element.

**Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:**

My perspective on housing has evolved. When my children were in elementary school, I was taught that the MPCSD schools were “basic aid” and therefore did not receive additional funding per student — additional housing, and the additional students it would entail, would increase class sizes and be detrimental to the quality of the schools in Menlo Park. As my children progressed through the school system, I came to challenge that line of thinking, and firmly believe that the addition of students from diverse backgrounds, facilitated by inclusive, integrated housing, will only enhance the education of all children. While in the Menlo Park schools and after graduation, my children actually sought exposure to more diversity, including attending colleges in the South. I have seen the racial inequities in Menlo Park intensify, and will work towards change. I am committed to advocate for growing the available (affordable) housing stock, but also recognize and respect the conservative perspective many of my fellow residents maintain. I will innovate to find mutually beneficial opportunities, work to achieve consensus, and evangelize the benefits of affordable housing and racial and socioeconomic equity to my fellow constituents.

I have proven that I can facilitate the growth of companies — I am transitioning to facilitate the growth of our community. I acknowledge my relative inexperience in government service, and will approach this new mission with openness and humility. I have the capacity to do the job, as well as the devotion to work through thorny housing issues with my fellow Housing Commission team.

Menlo Park is a delightful place to live with its tree-lined streets and walking access to services. I am fortunate to have purchased a home, built a business, and raised my children here. We need to mitigate this housing crisis so that others may be able to share in this richness. I look forward to reviewing and understanding the Commission’s work to date, and to assisting City Council in its planning for a more inclusive, integrated community with a spectrum of depth and vibrancy.

Thank you for your consideration of my application to join the Menlo Park Housing Commission.

## Recent Engagements

- Engaged by Fortune 50 Company to create Strategy and Go-To-Market plan for a brand relaunch that would revolutionize the category with a new environmental technology. Developed consumer insights to guide product offering, positioning, market segmentation and customer journey mapping.
- Created and taught a week-long Marketing and Finance workshop to middle managers of a global Manufacturing Corporation based in Japan. The workshop develops leadership, team and project skills while teaching topics in marketing and finance in a global environment with managers from all over Asia, Europe, and the Americas.
- Performed business review of main verticals for large Tech Company in advance of marketing function reorganization. Recommendations led to sweeping changes in promotion strategies for increased profitability; additionally, initiated customer insight work that led to substantial improvements to upcoming product launches.
- Developed a lean start-up approach to innovation for a large Food Company to help them bring new products to market more efficiently and effectively, while shifting away from deep-rooted organizational norms and habits. Advised CEO on best path forward for success, and worked with VP of Innovation for implementation – leading to several award-winning new products.
- Engaged by CMO of VC-backed Cannabis Company to build a comprehensive understanding of the CBD consumer. Designed and executed consumer research plan including both qualitative and quantitative to understand uses, benefits, & needs; and mined deep insights to create unique positioning. Developed creative brief & presented to advertising agency.

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 5/7/21

Commission or committee of interest: Housing Commission

Name: Rachel Horst

Education: BA, Goucher College; MA, Central European University; MPP, UC-Los Angeles

Civic affiliations and community activities, including service on other commissions or committees:

Alta Housing Board  
 Housing Leadership Council of San Mateo County  
 Menlo Together

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The Housing Commission makes recommendations to the City Council on housing policies and programs and other housing-related issues in Menlo Park. One of its primary duties is to monitor the City's Below Market Rate (BMR) Program, which includes recommending Council action on individual development projects. Specifically, the Housing Commission approves BMR "term sheets" for every residential development that is subject to the City Inclusionary Housing Ordinance, which requires close review of the affordability levels and all design aspects of the project. The Housing Commission's work is closely related to that of the Planning Commission, as both are responsible for reviewing projects and weighing in on how each one meets the zoning standards, Regional Housing Needs Allocation (RHNA) targets, and overall housing goals as laid out in the Housing Element and General Plan. The Housing Commission's unique mandate is to focus on how to meet the community's housing needs. This includes not only development, but also policies and programs that support production of housing at a range of affordability levels, preservation of affordable housing, and preventing displacement through tenant protections and other measures. I am a current Housing Commissioner and, as Menlo Park embarks on the Housing Element update and the conversation on housing evolves in our city, I would like to continue serving in this capacity. As a Commissioner, I bring professional experience in housing policy and a strong commitment to affordable housing. I am very familiar with local housing issues, as I am currently the Housing Project Manager for the City of East Palo Alto. I also draw on a background in public policy and communications, having worked as a Sacramento policy analyst for the University of California system, a project manager for San Jose-based public health nonprofit The Health Trust, and as a speechwriter and communications adviser for the German Foreign Service and UN Women.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

I want to continue to serve on the Housing Commission for the same reason I applied for this advisory body in 2017 and 2018: to play a role in the City's approval process for new developments, and to participate in the decision making on how Menlo Park will meet its housing goals. My commitment remains the same: promoting new, affordable housing, preventing displacement, and ensuring that new development—both market-rate and affordable—is more equally distributed throughout Menlo Park. I believe that over the past three years, I have strengthened my understanding of housing issues in Menlo Park and the region and built important relationships to move the housing conversation forward in our city. This is especially important now that the city is updating its Housing Element for the 6th RHNA cycle. What I wrote in my Housing Commission application in 2018 remains the same: I believe that as part of the Bay Area, Menlo Park must handle the many consequences of a booming economy not on its own, but in collaboration with regional partners. As a Housing Commissioner, I have and will continue to do what I can to bring Menlo Park into the conversations on housing on the Peninsula, in our county, and in neighboring cities - through attending meetings, reporting publicly on the Commission's work, or otherwise acting as a liaison with area coalitions. I would be honored to serve as a Commissioner to contribute in a small way to creating a more equitable Menlo Park.

Rachel Horst  
 Signature

5/7/21  
 Date

**OFFICE USE ONLY:**

Application received: 5/7/2021  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 Considered by City Council: \_\_\_\_\_  
 If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
 Appointed:  Yes  No (Initials)  
 Appointed:  Yes  No  
 Appointed:  Yes  No

Personal information:			
Name: Rachel Horst		Number of years as a Menlo Park resident: 6	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different): same	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address: n/a	City:	State:	Zip:
Business phone: n/a			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No



# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: March 16, 2021

Commission or committee of interest: Housing Commission

Name: Heather Leitch

Education: BA, International Relations/Economics

Civic affiliations and community activities, including service on other commissions or committees:

PTO president, Summit Prep, 2016/2017  
PTO member/auction organization committee Summit Prep 2014-2017  
Parent organization committee member, Mid-Peninsula High School, 2011-2015  
Technology representative, Mid-Peninsula High School, 2013/2014  
Mid-Peninsula Alumni Parent newsletter editor, 2016-2020  
Voter registration drives, Democratic party  
Election security work through Scrutineers, a non-partisan group

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

My understanding is this committee works to ensure equitable and fair housing in Menlo Park. I understand that committee members weigh in on details and larger issues related to housing, loans, government policies.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  
I love detail work and community involvement. I've worked as an editor, writer, and technical editor for many years so the detail work appeals to me. I have also been active as a community organizer and parent association member for many years and feel called to work on city commissions. Also, affordable housing is such a crucial issue in the Bay Area I welcome the opportunity to see how it all works on a micro and macro level.

Heather Leitch

Digitally signed by Heather Leitch  
Date: 2021.03.16 10:14:27 -0700

Signature

March 16, 2021

Date

## OFFICE USE ONLY:

Application received: 3/16/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: Heather Leitch		Number of years as a Menlo Park resident: 22	
Resident address	[REDACTED]	City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone:	[REDACTED]	Email	[REDACTED]
Business address:		City:	State: Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>WIRE</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input type="radio"/> Yes <input type="radio"/> No
		Business phone:	<input type="radio"/> Yes <input type="radio"/> No
		Home phone:	<input checked="" type="radio"/> Yes <input type="radio"/> No
		Email:	<input type="radio"/> Yes <input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
 701 Laurel St., Menlo Park, CA 94025  
 tel 650-330-6620 fax 650-328-7935



**Please type or print clearly. You may attach additional pages, if necessary. This is a public document.**

Date: 2/12/2021

Commission or committee of interest: Housing Commission

Name: Nevada V. Merriman

Education: BA, Cornell University; Ross Minority Program in Real Estate, University of Southern California Lusk Center for Real Estate

Civic affiliations and community activities, including service on other commissions or committees:

All Home, Regional Impact Council Technical Committee (2020 - current); Home For All, San Mateo County Advisory Committee (2016 - current); Continuum of Care Advisory Board (2016 - current); Grand Boulevard Initiative Task Force (2016-current); County of San Mateo Closing the Jobs-Housing Gap Task Force (alternate, 2015-2016); City of San Mateo Housing Task Force (concluded April 2016); Menlo Park Housing Element (participated in process, 2012-2014); Housing Leadership Council of San Mateo County (member, current, Board of Directors 2009-2016); SPUR, SF Bay Area Planning and Urban Research Association (member, current); Urban Land Institute (member, current); Silicon Valley @ Home (member, current)

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

I am re-applying to be on this Commission. For the past 4 years, I would characterize the substantial responsibility of the Housing Commission as weighing in on important policy matters and recommending BMR agreements in connection with processing entitlements for commercial and market rate development.

For the past 13 years I have worked for MidPen Housing, a local nonprofit affordable housing developer. My current role is Director of Policy. Previously I lead MidPen's Silicon Valley development team and have contributed to the production of over 2,000 homes and 25,000 SF of commercial space, including retail, childcare centers and office, in three Bay Area Counties.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

I seek to deepen my connection to Menlo Park and share best practices from other neighboring communities that I've encountered through my work in real estate development and policy with MidPen. Here are two examples I am proud of that also reflect my values as a Commissioner:

1. I led an update to the definition of "Menlo Park resident" so that it would include people who lack a fixed address. Through my experience overseeing a lease-up in Belle Haven via my employer, community advocates brought to my attention that a certain individual was living in a car due to losing their home in Menlo Park to foreclosure. This prompted me to bring City Staff examples of how San Mateo and Sunnyvale have worded their policies and ordinances to make sure the people who most need the benefit of subsidized housing will be eligible.

2. I also opposed a No Smoking policy that I believe would have disparate impacts for lower income and BIPOC residents of Menlo Park.

There are certainly other examples of policies that have perhaps moved forward to Council or carried more weight, but when I reflect on the work that is uniquely mine to do, these are the moments that rise to the top for me.

Signature

2/12/2021

Date

## OFFICE USE ONLY:

Application received: 2/12/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
 (Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: Nevada V. Merriman		Number of years as a Menlo Park resident: 9	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address: [REDACTED]	City: Foster City	State: CA	Zip: 94025
Business phone: [REDACTED]			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input checked="" type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

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Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 04/15/2021

Commission or committee of interest: HOUSING COMMISSION

Name: CHELSEA NGUYEN

Education: MENLO, OXFORD AND CORNELL

Civic affiliations and community activities, including service on other commissions or committees:

Blue Star Mothers 1VP: support local veterans (including homeless), and deployed troops.  
Climate Project Leadership Team: advocating for green energy and addressing environmental issues

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

Review/evaluate and recommend on housing policies and programs, including the BMR program and Housing Element of the Housing Plan, to the City Council: among myriad of issues relating to housing.

I have been in many professional positions that go through exact same processes, from my current position as Global Program Manager, to my past positions as Director for Stanford MD Admissions, and as Administrative Officer for a governmental agency in Washington DC. I am more than qualified to undertake this commitment.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  
The Housing Commission needs more diverse representation. After all, it deals with multitude of housing issues, including the BMR program. I am a recipient of the BMR program and as a longtime resident of Menlo Park, I know and understand the prevalent housing issues we face. The Commission should have members from ALL socio-economic background, which invariably includes minorities and economic factor. I have the intellectual and social empathy that the Commission needs for a more robust discourse.

Signature

4/15/2021

Date

## OFFICE USE ONLY:

Application received: 4/15/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: CHELSEA NGUYEN		Number of years as a Menlo Park resident: 40+	
Resident address: [REDACTED]	City: MENLO PARK	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email:		
Business address:	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>MENLO PARK FRIENDS AND SUPPORTERS</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input type="radio"/> Yes	<input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 4/8/2021

Commission or committee of interest: Housing Commission

Name: Victoria Robledo

Education: De Anza, San Jose State

Civic affiliations and community activities, including service on other commissions or committees:  
See Attached

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:  
See Attached

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  
See Attached

Signature

4/8/2021

Date

**OFFICE USE ONLY**

Application received 4/15/2021 Address verified in City Limits (if necessary)  By: JNF

Considered by City Council  Appointed  Yes  No (Initials)

Considered by City Council  Appointed  Yes  No

Considered by City Council  Appointed  Yes  No

If appointed, term ends 4/30/2025

Personal information:			
Name: <i>Victoria Robledo</i>	Number of years as a Menlo Park resident: <i>11 yrs</i>		
Resident address: [REDACTED]	City: <i>Menlo Park</i>	State: <i>CA</i>	Zip: <i>94025</i>
Mailing address (if different): [REDACTED]	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address: [REDACTED]	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity:			
<input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No



**Civic affiliations and community activities, including service on other commissions or committees:**

**# 1.** As a homeowner residing in the community of Belle Haven and a native of the Bay Area. I have many years' experience working with non-profit organizations in San Mateo County. I have worked with affordable housing which included seeking qualified families and individuals to purchase homes in San Mateo County with Habitat for Humanity. Most recently, I have participated in canvassing the community to provide information on Disaster Preparedness and Covid testing this past year. I have also canvassed my community and multiple communities throughout San Mateo County to provide information offering minor home repairs to homeowners.

I have actively been involved with my community for many years and I have participated in many community meetings specifically as Facebook established themselves into Belle Haven. Throughout my life I have lived in East Palo, Mt View and Sunnyvale. I have become familiar with many individuals working towards improving and preserving our communities by being actively involved. I participated with the Visioning Committee, Neighborhood Associations of BH and meetings with Gateway as well as many additional meetings when approached by Facebook and their impact on our community.

My previous employment has included working with Habitat for Humanity Greater SF (previously Habitat Peninsula) and Rebuilding Together Peninsula. I have worked with Community Housing Partnership SF working with the previously displaced as well as Abode Services in Redwood City. Each of the agencies work with providing the community with housing opportunities and various support services. I believe that my active participation in my community throughout the years will provide the Housing Commission with valuable input addressing housing issues.

**#2. Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal experience relates to these responsibilities:**

The Housing Commission's major responsibility is to advise City Council on housing issues relating to housing, new housing, affordable housing and all issues effecting housing in Menlo Park. The Commission actively participates and works at advising plans/goals for consideration of new and existing housing that impact the City of Menlo Park as well as suggested recommendation.

**#3. Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:**

I have worked, lived and participated with affordable housing for many years and believe we should all have a voice to discuss, suggest and participate in making recommendation that have the greatest impact on our communities. I hope to be a voice that represents my community of Belle Haven. In addition, having representation from communities that participate in decisions that have the greatest impact on our communities should welcome participants from Belle Haven. I believe that my many years of actively being involved, establishing community relationships and working directly with many non-profits representing myself and my community offers invaluable contributions to the Committee and the community in which I live, love and respect.

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 4/13/2021

Commission or committee of interest: Housing Commission

Name: Jeff Schmidt

Education: San Jose State University, Bachelor's Degree

Civic affiliations and community activities, including service on other commissions or committees:

I'm currently the CEO of Ignited, a 35-year-old education nonprofit that is active in supporting our communities, schools, teachers, and students across the entire Bay Area. I'm a member of the SVO Chamber of Commerce and participate in their activities and was previously a member of the Silicon Valley Leadership Group's Housing and Education committees where I worked on the same issues faced by the Menlo Park Housing Commission.

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The Housing Commission helps shape public understanding and attitudes about housing and helps improve the housing situation for all residents of Menlo Park. The group works on various city programs, including the BMR program and recommends new policies and programs. The commission also stays connected to state and regional issues and their potential impact for the city. My personal experience on the SVLG Housing Committee related to these same type of issues as we discussed housing and its impact for our member companies and communities. Recommendations based on an annual strategic plan and guidelines were made on various developments and relationships were established and maintained with various developers, city councils, business organizations, and political leaders.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

As a newer resident of Menlo Park, I want to serve the community on issues where I can help improve our city for everyone. My hope is to engage the community in a series of informal roundtable discussions about housing and the issues facing Menlo Park and regularly bring those insights back to the commission and the city council. We'd bring those discussions to people instead of expecting them to come to us as part of their busy lives. And, as part of that work, we can work together to highlight issues of equity, policy, and planning so citizens are more involved in the decisions and the Housing Element of the General Plan reflects what our community needs and wants.

Jeff Schmidt

Digitally signed by Jeff Schmidt  
DN: cn=Jeff Schmidt, o=Ignited Education, c=US  
Date: 2021.04.13 08:33:03 -0700

Signature

4/13/2021

Date

## OFFICE USE ONLY:

Application received: 4/13/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

(Initials)

Personal information:			
Name: Jeff Schmidt		Number of years as a Menlo Park resident: 1	
Resident address	[REDACTED]	City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone:	[REDACTED]	Email:	[REDACTED]
Business address:		City:	State: Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input type="radio"/> Yes <input type="radio"/> No
		Business phone:	<input type="radio"/> Yes <input type="radio"/> No
		Home phone:	<input type="radio"/> Yes <input type="radio"/> No
		Email:	<input checked="" type="radio"/> Yes <input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 2/13/21

Commission or committee of interest: Housing Commission

Name: David Thomas

Education: Stanford University Ph.D. in Computational and Mathematical Engineering; MIT B.S. in Computer Science and Mathematics

Civic affiliations and community activities, including service on other commissions or committees:

I have served in leadership roles, volunteer positions, and professional organizations. In college, I served as team captain of the MIT Division III Varsity Mens Volleyball Team and led my team to a top 10 national ranking. When I worked as a quant in Chicago, I introduced kids from disadvantaged neighborhoods to careers in STEM and taught them programming skills through the After-School All-Stars program. I have also been invited to give many academic talks, led and published original research in astrophysics and machine learning, and am a member of the LSST Dark Energy Science Collaboration.

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

The Housing Commission has two key responsibilities: (i) providing City Council with the best information available to decide on housing related issues, and (ii) helping the city staff and City Council with housing related prioritization, particularly during the annual planning process. My work experience in quantitative finance and Stanford Ph.D. training have prepared me to digest complicated documents and communicate the most salient points to leadership. I also read enumerable books, white papers, and blogs about housing related issues that will help me keep staff and the City Council up to date on housing trends at the state level and in academic circles.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

My wife and I are Ph.D. students at Stanford University and have experienced the struggle to find affordable housing first hand. After researching this issue extensively, I decided to apply for the commission to alleviate housing pressures in Menlo Park through housing supply, subsidy, and stabilization while simultaneously enhancing the qualities that make Menlo Park unique: relaxed downtown, safe neighborhoods, and high tree density.

My background in software engineering and machine learning will allow me to offer the City Council a new lens on these issues and provide the council with richer data and deeper analysis.

*David Thomas*

Signature

2/13/21

Date

## OFFICE USE ONLY:

Application received: 2/16/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: David Thomas		Number of years as a Menlo Park resident: 1	
Resident address [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address:	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

# David Thomas

## EDUCATION

---

- **Stanford University** Palo Alto, CA  
*Ph.D. Candidate in Computational and Mathematical Engineering; GPA: 3.9/4.0* Expected Sep 2021  
*Ph.D. Minor in Computer Science; GPA: 4.0/4.0*
- **Massachusetts Institute of Technology** Cambridge, MA  
*B.S. in Computer Science and Engineering, and in Mathematics; GPA: 4.6/5.0* June 2013

## EXPERIENCE

---

- **Kavli Institute for Particle Astrophysics and Cosmology** Palo Alto, CA  
*Ph.D. Candidate* Sep 2016 - Present
  - **Fast Physics Simulations:** Consumed and contributed to multiple high performance codes that simulate astrophysical, atmospheric, optical, and electronic effects. Worked primarily in Python and C/C++.
  - **Star Trail Imaging:** Designed a U-net inspired CNN in PyTorch to detect bursts in star trail images that enabled previously unattainable high-speed photometry experiments. Demonstrated the feasibility of this approach by implementing it on the Dark Energy Camera in Chile. [Thomas and Kahn \(2018\)](#)
  - **Deep Wavefront Sensing:** Created scalable multi-stage deep learning algorithm to improve the real-time camera and mirror control of the Vera Rubin Telescope. [Thomas, Meyers, and Kahn \(2020\)](#)
  - **Optimal Telescope Control:** Developed novel reinforcement learning control algorithm and simulation platform for the Rubin Observatory.
- **Citadel** Chicago, IL  
*Quantitative Research Intern* Jun 2020 - Aug 2020
  - **Fast ML:** Created a sophisticated testing environment to iterate through multiple stock prediction algorithms. Built a python package that accelerated off-the-shelf ML models, resulting in a 10x improvement in training time.
  - **Data Layer:** Rewrote Python data layer and reduced the baseline memory footprint with lazy loading and caching. Implemented faster data querying, loading, iteration, and time series operations.
- **Teza Technologies** Chicago, IL  
*Quantitative Researcher* Jan 2014 - Sep 2016
  - **High Frequency Trading:** Created automated trading strategies driven by machine learning, reduced latency in the trading technology stack, and uncovered predictive signals.
  - **Team Lead:** Top 3 firmwide PnL contributor. Managed all Eurex trading. Responsible for \$1,500,000,000 in daily trading volume.
  - **Market Simulator:** Wrote Java market simulator that consumed multiple data streams and modelled trading at the packet level. Reverse-engineered exchange order gateways, matching engines, and market data feeds.
- **Twitter** San Francisco, CA  
*Software Engineering Intern* June 2013 - Aug 2013
  - **Ads Platform:** Developed Java market allocation platform that replayed historical advertisement auctions with alternative advertisement throttling, ranking, and allocation strategies.
- **Shopify** Ottawa, ON  
*Software Engineering Intern* June 2012 - Sep 2012
  - **Fulfillment Service:** Created Ruby service to synchronize merchant resources (inventory, orders, tracking) across multiple APIs.

## AWARDS

---

- Large Synoptic Survey Telescope Data Science Fellow 2017 - 2019
- Kleiner, Perkins, Caufield, and Byers Engineering Fellow 2013
- MIT Division III Varsity Men's Volleyball 2008 - 2012
- Senior Team Captain, All-Conference First Team, 2x MIT Invitational MVP, 5x NECVA Player of the Week.*

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: February 13, 2021

Commission or committee of interest: Housing Commission

Name: Soody Tronson

Education: Law, admitted to CA bar // MS, Industrial Chem.

Civic affiliations and community activities, including service on other commissions or committees:

I serve in leadership roles in many community and civic minded organizations, including:

- Former Chair/Co-Chair/member of the Menlo Park Finance and Audit Committee
  - An active hands-on volunteer with several civic organizations including Defy Ventures, an entrepreneurship, employment, and character development training program for currently and formerly incarcerated men, women, and youth
  - Executive Member: Tech & Innovation Com., Health Policy Com., Education Com., Women Executive Forum at the Silicon Valley Leadership Group (SVLG), a public policy association of c-level leaders of 350 dynamic companies shaping the innovation economy of Silicon Valley, California, and the nation
  - Member at the Full Circle Fund, an active philanthropic network of professionals who leverage their time, talent and connections to help nonprofit organizations launch new initiatives, make a greater impact and accelerate positive change in our community
  - Member of Board of Advisors for the Association of Women in Science STEM to Market national accelerator
  - General Counsel at Shoebox Ventures, a Non-Profit Advisory Organization to startups, San Francisco
  - Member of Intellectual Property Law Executive Committee of the California Lawyers Association
  - Founding advisors of the Tech Futures Group, a Small Business Development Center (SBDC) program focusing exclusively on advising qualified technology clients located in the NorCal SBDC network coverage area.
- and
- Recognized as one of the 100 Women of Influence by the Silicon Valley Journal

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

I have been an active hands-on participant in many civic and professional organizations over the 30 years span of professional experience. I have a keen eye for evaluating policies and organizational best practices. My diverse experience combined with passion for community makes me a great candidate to act as a member of the Housing Commission advisory body to the City Council on housing matters including housing supply and housing related matters.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

I have always had a passion for social equity. Housing is one of the highest priorities in our immediate community and beyond. There are more ways than one to address and help mitigate the inequities that plague our nation. As a member of the Housing Commission, using my highly tuned analytical skills and sense of community, I hope to help review, analyze, and recommend initiatives, program, and local policies, to address housing issues in Menlo Park.

Digitally signed by Soody Tronson  
Date: 2021.02.13 15:53:17 -08'00'

Signature

February 13, 2021

Date

## OFFICE USE ONLY:

Application received: 2/16/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH \_\_\_\_\_  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: Sody Tronson		Number of years as a Menlo Park resident: 10	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address: [REDACTED]	City: Woodside	State: CA	Zip: 91062
Business phone: [REDACTED]			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No





# Soody Tronson

COUNSEL | SERIAL ENTREPRENEUR  
TRUSTED ADVISOR | DIRECTOR

## LAW

Strategic Counseling  
Technology Transactions  
Intellectual Property  
International Practice  
Data & Privacy  
Technology Transfer & Commercialization

## TECHNOLOGY

Medical & Diagnostic Devices  
Digital Health  
Pharmaceuticals & Material Science  
Mechanical & Electronics  
Software & IoT  
Consumer Products

## BUSINESS

Serial Entrepreneur  
Technical Management  
Company Management



## PROFESSIONAL

### LEGAL

Founding Managing Counsel, STLG  
General Counsel/VP of Intellectual Property, Avantec Vascular  
IP Counsel, HellerEhrman, Townsend & Townsend  
IP Counsel & Portfolio Manager, Hewlett-Packard Co.

### ENTREPRENEURIAL

Founder/CEO, Presque Medical  
Founder, Salus Medical  
Founder/CMO, Golce e-commerce  
Co-Founder, HighNote Coffee

### TECHNICAL

Engineering Manager, Hewlett-Packard Co.  
Member of Technical Staff, Hewlett-Packard Co.  
Scientist Schering-Plough Corp.  
Lead Engineer, Presque

## BOARD (select)

California Lawyers Association, Member of the IP Executive Committee  
Palo Alto Area Bar Association, Board of Directors  
Licensing Executives Society, Silicon Valley, Board of Directors & past Chair  
Association for Women in Science, Stem to Market Advisory Board  
Silicon Valley Leadership Group, Member of Executive Women Group, & Committees on Tech & Innovation, Health, and Education

## TEACHING & ADVISORY (select)

Stanford University, Center for Professional Advancement, Lecturer  
RHIND, Digital Health, Stanford University Medical School, Mentor  
Poznan University, Poland, Lecturer  
TechLab Innovation Center, Advisor and Strategic Partner  
U.S. Polish Trade Council, Lecturer, Advisor, Counsel in Residence  
Tech Futures Group, Founding Advisor

## NON-PROFIT & PHILANTHROPIC (select)

City of Menlo Park, Commissioner  
Defy Venture, Adviser, Pro Bono Partner  
Silicon Valley U.S. Export Assistance Center, Partner  
Shoebox Ventures, General Counsel

## EDUCATION & LICENSES (select)

J.D., cum laude  
M.S., Industrial Chemistry  
Licensed to practice before the California Bar and USPTO

## RECOGNITIONS (select)

Silicon Valley Business Journal 100 Women of Influence  
IAM World Leading IP Strategist  
Leadership from Within, HP Co. Technical Women Conference

## PUBLICATIONS (select)

Women Securing the Future with TIPPSS for IoT: Trust, Identity, Privacy, Protection, Safety, Security for the Internet of Things, Springer  
Multiple Patents and publications

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 5/12/2021

Commission or committee of interest: Library Commission

Name: Aldora Lee

Education: MA (Stanford) Ph.D.(University of Colorado)

Civic affiliations and community activities, including service on other commissions or committees:  
\* Friends of the Menlo Park Library - Board Member  
\* English in Action, (EIA) Stanford U., Volunteer (One-on-one English conversation)  
\* Photographer for seasonal Friends' book sales  
\* Volunteer at Stanford Health Library Front Desk (past)  
\* Advocate for Bell Haven Library

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:  
As a member of the Friends of the MP Library, i have been active in both Commission and special Library committee activities. I feel fortunate to have participated in various committees and programs of the Menlo Park Library.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:  
This is a new opportunity, as the role of the library in Menlo Park stretches and expands..

Aldora Lee  
Signature

5/13/21  
Date

<b>OFFICE USE ONLY:</b>	
Application received: <u>5/19/2021</u>	Address verified in City Limits (if necessary): <input checked="" type="checkbox"/> By: <u>JAH</u>
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No (Initials)
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Considered by City Council: _____	Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No
If appointed, term ends: <u>4/30/2025</u>	

<b>Personal information:</b>			
Name: ALDRA LEE	Number of years as a Menlo Park resident: 20+		
Resident address: [REDACTED]	City: MENLO PARK	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address: n/a	City:	State:	Zip:
Business phone: n/a			
How did you hear about this opportunity?			
<input type="checkbox"/> Local newspaper	<input checked="" type="checkbox"/> Email	<input checked="" type="checkbox"/> City website	
<input type="checkbox"/> Nextdoor	<input type="checkbox"/> Patch.com	<input type="checkbox"/> Other	MENLO PARK LIBRARY Friends Board
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Business phone:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Home phone:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Email:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: April 9, 2021

Commission or committee of interest: Library Commission

Name: Vamsi Krishna Velagapudi

Education: BA Mathematics (Cambridge University), MSc Economics (University of London), MBA (City Business School)

Civic affiliations and community activities, including service on other commissions or committees:

Prior active resident in Islington, London, United Kingdom; including multiple local affiliations in civic bodies - school governor (City of London Academy Highbury Grove), member of Islington health action board and board member for Friends of Highbury Fields (local park)

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

I understand that the Library Commission provides ongoing advice related to the maintenance and operation of Menlo Park's libraries and library systems. As an amateur writer and father prodding his kids to read AND write more, I have a vested interest in contributing to a health library system.

While I am relatively new to Menlo Park (a transplant from the UK), I do have extensive experience in helping to advise and manage public resources (school, parks); coupled with my business management experience (banking, consulting & tech), I believe I would be able to contribute to a range of topics related to the operation of our libraries.

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

I am particularly keen to promote the art and habit of writing, for kids as well as adults. As a member, I would of course like to contribute to ongoing topics related to operations. In addition, I would like to explore programs to promote writing (and not just reading)

Signature

April 9, 2021

Date

## OFFICE USE ONLY:

Application received: 4/9/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2022 or 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: Vamsi Krishna Velagapudi		Number of years as a Menlo Park resident:	
Resident address: [REDACTED]	City: Menlo Park	State: CA	Zip: 94025
Mailing address (if different):	City:	State:	Zip:
Phone: [REDACTED]	Email: [REDACTED]		
Business address:	City:	State:	Zip:
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):	Cellphone:	<input type="radio"/> Yes	<input type="radio"/> No
	Business phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Home phone:	<input type="radio"/> Yes	<input type="radio"/> No
	Email:	<input checked="" type="radio"/> Yes	<input type="radio"/> No

# COMMISSION AND COMMITTEE APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: 04/15/2021

Commission or committee of interest: [redacted] Planning Commission

Name: Cynthia Harris

Education: AB Quantitative Economics, Stanford University; MBA Strategy and Marketing, Haas School of Business, UC Berkeley

Civic affiliations and community activities, including service on other commissions or committees:

please see attached

Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities:

please see attached

Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:

please see attached

Cynthia Harris  
Signature

4/15/2021  
Date

## OFFICE USE ONLY:

Application received: [redacted] 5/20/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH  
(Initials)

Appointed  Yes  No

Appointed  Yes  No

Appointed  Yes  No

Personal information:			
Name: Cynthia Harris		Number of years as a Menlo Park resident: 25	
Resident address: [REDACTED]		City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone: [REDACTED]		Email: [REDACTED]	
Business address:		City:	State: Zip:
Business phone:			
How did you hear about this opportunity:			
<input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input checked="" type="checkbox"/> Other <u>Housing Elements; Karen Grove</u>			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input checked="" type="radio"/> Yes <input type="radio"/> No
		Business phone:	<input type="radio"/> Yes <input type="radio"/> No
		Home phone:	<input type="radio"/> Yes <input type="radio"/> No
		Email:	<input type="radio"/> Yes <input type="radio"/> No

**Civic affiliations and community activities, including service on other commissions or committees:**

My community experience in Menlo Park has been centered on public education. I raised 2 children in Menlo Park, attending MPCSD and Sequoia Union District schools. Throughout their school years, I volunteered on MPCSD PTO Council as financial secretary and treasurer. In addition, I held various PTO positions at Encinal, head room parent positions at Laurel and Encinal, and served as a music booster at M-A and Hillview.

Aside from service related to my children's education in Menlo Park, I have been active in official appointments and ad hoc roles with SHE-CAN (Supporting Her Education Changes a Nation), UC Berkeley's Institute for the Study of Societal Issues (ISSI), M-A's AVID Program, and the Ravenswood Education Foundation (REF), where I also worked and taught in the music program at REF schools. I led the marketing of UC Berkeley's Haas Alumni Network board, where I developed and executed programming for alumni in the Bay Area.

The SHE-CAN program, in particular, has been a major focus for the past 6 years. SHE-CAN is a 501(c)3 non-profit that builds female leadership in post-conflict countries by selecting and empowering young women with full scholarship American higher education, professional mentorship, and leadership training, so as to return to their home countries with the skills needed to reform their nations. I am currently mentoring two young scholars from Cambodia and Liberia, who have been living and studying here in the US. Additionally, I have Co-Chaired SHECAN's Revolution 2.0 gala, which raised \$500K. [www.shecan.global](http://www.shecan.global)

I would like to leverage the proficiencies I have gained from these non-profit positions combined with my broader business education and experience to serve our community locally. I have particular interest in housing and racial equity, and intend to serve in these two areas. I attended the "Housing Elements 2.0" workshop and a few "Let's Talk Housing" Countywide Community Meetings as part of my exploratory agenda.

**Describe your understanding of the responsibilities of the commission or committee that you are applying for and how your personal community or professional experience relate to these responsibilities**

The housing commission is charged primarily with advising the City Council on housing programs and policies including those that address supply, distribution, maintenance, environmental impact, and affordability. As a strategic marketing consultant with my own successful, independent practice – Cynthia Harris Marketing LLC, the three main activity areas in which I engage my clients are: Market Strategy and Analysis, Consumer Insights, and Innovation. Menlo Park's housing priorities align with these three skill areas:



1. **Market Strategy and Analysis:** To make recommendations to the City Council on issues related to housing policy, to implement Council policy decisions, and to represent the City where needed on housing matters.

In my consultancy, I evaluate opportunities, find the client product/market fit, make recommendations to senior management, and commercialize new products and programs. Similarly, the housing commission is tasked with initiating, evaluating, maintaining, and reviewing housing policies and programs, and presenting findings to the City Council. I have attached a snapshot of a few recent projects my company has completed.

2. **Consumer Insights:** To provide a conduit of information to the community about affordable housing programs, and to collect information back from the community regarding housing matters for presentation to the City Council.

My consulting business focuses on achieving deep understanding of consumers by leading qualitative (interview, ethnographic, and focus group-based) and quantitative research. This research requires deep listening and consumer insight mining to drive evidence-based strategic business decisions. I hope to apply these methods to ensure that the Housing Commission and City Council has an accurate and comprehensive understanding of community attitudes including all of our Menlo Park constituents. Based on this research, the Commission and Council may formulate strategic messaging to the community including our current residents so they may embrace the benefits of an inclusive, diverse, and racially and socioeconomically equitable mix of housing.

3. **Innovation:** To review and recommend on the Housing Element of the general plan.

Many people who work in Menlo Park cannot afford to live in the community. At this beginning of the new Housing Element, it is crucial that we can be advocates for affordable housing and find creative ways to increase our stock of housing without negative impact on existing residents and housing. The Housing Commission will be called upon for the primary contribution as we survey opportunities for new housing in Menlo Park. In my consultancy, I specialize in revealing white-space opportunities through the intersection of consumer insights, market trends, and technology. I lead brainstorming sessions with clients from all over the globe to cultivate innovative solutions to situations complicated by competing interests and goals. This type of innovation will be key to arriving at consensus and ensuring the success of the upcoming Housing Element.

**Describe why you want to serve on this commission or committee and what you hope to accomplish as a member:**

My perspective on housing has evolved. When my children were in elementary school, I was taught that the MPCSD schools were “basic aid” and therefore did not receive additional funding per student — additional housing, and the additional students it would entail, would increase class sizes and be detrimental to the quality of the schools in Menlo Park. As my children progressed through the school system, I came to challenge that line of thinking, and firmly believe that the addition of students from diverse backgrounds, facilitated by inclusive, integrated housing, will only enhance the education of all children. While in the Menlo Park schools and after graduation, my children actually sought exposure to more diversity, including attending colleges in the South. I have seen the racial inequities in Menlo Park intensify, and will work towards change. I am committed to advocate for growing the available (affordable) housing stock, but also recognize and respect the conservative perspective many of my fellow residents maintain. I will innovate to find mutually beneficial opportunities, work to achieve consensus, and evangelize the benefits of affordable housing and racial and socioeconomic equity to my fellow constituents.

I have proven that I can facilitate the growth of companies — I am transitioning to facilitate the growth of our community. I acknowledge my relative inexperience in government service, and will approach this new mission with openness and humility. I have the capacity to do the job, as well as the devotion to work through thorny housing issues with my fellow Housing Commission team.

Menlo Park is a delightful place to live with its tree-lined streets and walking access to services. I am fortunate to have purchased a home, built a business, and raised my children here. We need to mitigate this housing crisis so that others may be able to share in this richness. I look forward to reviewing and understanding the Commission’s work to date, and to assisting City Council in its planning for a more inclusive, integrated community with a spectrum of depth and vibrancy.

Thank you for your consideration of my application to join the Menlo Park Housing Commission.

## Recent Engagements

- Engaged by Fortune 50 Company to create Strategy and Go-To-Market plan for a brand relaunch that would revolutionize the category with a new environmental technology. Developed consumer insights to guide product offering, positioning, market segmentation and customer journey mapping.
- Created and taught a week-long Marketing and Finance workshop to middle managers of a global Manufacturing Corporation based in Japan. The workshop develops leadership, team and project skills while teaching topics in marketing and finance in a global environment with managers from all over Asia, Europe, and the Americas.
- Performed business review of main verticals for large Tech Company in advance of marketing function reorganization. Recommendations led to sweeping changes in promotion strategies for increased profitability; additionally, initiated customer insight work that led to substantial improvements to upcoming product launches.
- Developed a lean start-up approach to innovation for a large Food Company to help them bring new products to market more efficiently and effectively, while shifting away from deep-rooted organizational norms and habits. Advised CEO on best path forward for success, and worked with VP of Innovation for implementation – leading to several award-winning new products.
- Engaged by CMO of VC-backed Cannabis Company to build a comprehensive understanding of the CBD consumer. Designed and executed consumer research plan including both qualitative and quantitative to understand uses, benefits, & needs; and mined deep insights to create unique positioning. Developed creative brief & presented to advertising agency.

# ADVISORY BODY APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



Please type or print clearly. You may attach additional pages, if necessary. This is a public document.

Date: April 12, 2021

Advisory body of interest: (1) Planning (2) Parks and Recreation

Name: Peter Joshua

Education: BSc. and MBA

Civic affiliations and community activities, including service on other advisory bodies, commissions or committees:

Past President of the Juventus Sports Club (Redwood City)

Past President and current board member of the Silicon Valley Soccer Academy

Both organizations foster youth sports at a competitive level on the Peninsula. My strong focus with these organizations is to create a level playing field for kids from diverse communities and provide equal opportunities independent of economic background.

Describe your understanding of the responsibilities of the advisory body that you are applying for and how your personal community or professional experience relate to these responsibilities:

Provide city officials and counselors with objective advise with respect to issues brought before the commission. Focus on improvement on the quality of life for residents in the community. In doing so balancing the needs of diverse constituents. Fundamentally I believe that public service is a custodianship of our community for future generations, it is our responsibility to provide to the next generation a natural and economic environment that allows for both family and individual growth. I offer a diverse background, born in South Africa, having lived in Canada and Europe and now in the bay area for more than 20 years, my experience will bring a unique perspective city issues. I am also a small business owner, understanding the challenges faced in growing a business in an increasingly economically challenging environment. I believe my background reflects the diversity of the community.

Describe why you want to serve on this advisory body and what you hope to accomplish as a member:

Allow small business the space and physical resources to grow, making sure that implementation of city regulation provides both small retail and B2B business an opportunity to participate in the growing economy, this promotes local employment and more work where you live. Sensible development with an eye on resource limitations such as water (Hetch Hetchy is a fragile infrastructure), examining the use of recycled water as an alternative where practical. Protection of the environment and green space such as recreational space both for family and sports activities. Developers inclusion of green space must be more than a token to meet regulations but contribute in a meaningful and functional way to the community. Maintain affordable housing as part of a development plan providing for city employees and other civil servants such as teachers/police/firefighters a home in the community that they seve and protect. As well as protecting neighborhoods of diverse ethnicity from over development and gentrification. Diligent custodians for future generations.

Peter Joshua

Signature

April 12, 2021

Date

## OFFICE USE ONLY:

Application received: 4/12/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH

Appointed:  Yes  No

Appointed:  Yes  No

Appointed:  Yes  No

(Initials)

Personal information:			
Name: Peter Joshua		Number of years as a Menlo Park resident: 13	
Resident address: [REDACTED]		City: Menlo Park	State: CA Zip: 94025
Mailing address (if different):		City:	State: Zip:
Phone: [REDACTED]		Email: [REDACTED]	
Business address: [REDACTED]		City: San Jose	State: CA Zip: 95131
Business phone:			
How did you hear about this opportunity:			
<input type="checkbox"/> Local newspaper	<input type="checkbox"/> Email	<input checked="" type="checkbox"/> City website	
<input type="checkbox"/> Nextdoor	<input type="checkbox"/> Patch.com	<input type="checkbox"/> Other _____	
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Business phone:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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# ADVISORY BODY APPLICATION

City Manager's Office - City Clerk  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620 fax 650-328-7935



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Peter Joshua

Signature

April 12, 2021

Date

## OFFICE USE ONLY:

Application received: 4/12/2021

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

Considered by City Council: \_\_\_\_\_

If appointed, term ends: 4/30/2025

Address verified in City Limits (if necessary):  By: JAH

Appointed:  Yes  No (Initials)

Appointed:  Yes  No

Appointed:  Yes  No

Personal information:			
Name: Peter Joshua		Number of years as a Menlo Park resident: 13	
Resident address: ██████████t		City: Menlo Park	State: CA
Mailing address (if different):		City:	State:
Phone: ██████████		Email: ██████████	
Business address: ██████████		City: San Jose	State: CA
Zip: 94025			
Business phone:			
How did you hear about this opportunity: <input type="checkbox"/> Local newspaper <input type="checkbox"/> Email <input checked="" type="checkbox"/> City website <input type="checkbox"/> Nextdoor <input type="checkbox"/> Patch.com <input type="checkbox"/> Other _____			
If I am appointed, the City is authorized to post the following information on the city website (please select at least one):		Cellphone: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Business phone: <input type="checkbox"/> Yes <input type="checkbox"/> No Home phone: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Email: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Table 1: Community Engagement and Outreach Committee applications by district		
Table 1: Applications by district	Applicant	District
Community Engagement and Outreach Committee	Victoria Robledo	1
Community Engagement and Outreach Committee	Yadira DiSiena	1
Community Engagement and Outreach Committee	Dan McMahon	2
Community Engagement and Outreach Committee	Heather Leitch	2
Community Engagement and Outreach Committee	Lesley Feldman	2
Community Engagement and Outreach Committee	Nehezi Ollarvia	2
Community Engagement and Outreach Committee	Aaron Spaulding	3
Community Engagement and Outreach Committee	Cynthia Harris	3
Community Engagement and Outreach Committee	Max Fennell	3
Community Engagement and Outreach Committee	Carol Marshall Mayer	4
Community Engagement and Outreach Committee	Michal Bortnik	4
Community Engagement and Outreach Committee	Rich Cline	4
Community Engagement and Outreach Committee	Soody Tronson	4
Community Engagement and Outreach Committee	Tiffany Dao	4

Table 2: Complete Streets Commission applications by district		
Table 1: Applications by district	Applicant	District
Complete Streets Commission	Jk Jensen	3
Complete Streets Commission	Aurora Brosnan	4
Complete Streets Commission	Brian Altman	4
Complete Streets Commission	Sally Cole	4
Complete Streets Commission	Lizbeth King	5

Table 3: Environmental Quality Commission applications by district		
Table 1: Applications by district	Applicant	District
Environmental Quality Commission	Daryl Bulloch	2
Environmental Quality Commission	Michael Meyer	2
Environmental Quality Commission	LinhDan Do	3
Environmental Quality Commission	Angela Evans	5
Environmental Quality Commission	Cheryl Schaff	5

Table 4: Finance and Audit Committee applications by district		
Table 1: Applications by district	Applicant	District
Finance and Audit Committee	Matt Norrington	3
Finance and Audit Committee	Carol Wong	4
Finance and Audit Committee	Brian Westcott	5

Table 5: Housing Commission applications by district		
Table 1: Applications by district	Applicant	District
Housing Commission	Victoria Robledo	1
Housing Commission	Heather Leitch	2
Housing Commission	Nevada Merriman	2
Housing Commission	Chelsea Nguyen	3
Housing Commission	Cynthia Harris	3
Housing Commission	Jeff Schmidt	3
Housing Commission	Brian Altman	4
Housing Commission	David Thomas	4
Housing Commission	Rachel Horst	4
Housing Commission	Soody Tronson	4

Table 6: Library Commission applications by district		
Table 1: Applications by district	Applicant	District
Library Commission	Aldora Lee	4
Library Commission	Vamsi Velagapu	4

Table 7: Parks and Recreation Commission applications by district		
Table 1: Applications by district	Applicant	District
Parks and Recreation Commission	Peter Joshua	2

Table 8: Planning Commission applications by district		
Table 1: Applications by district	Applicant	District
Planning Commission	Peter Joshua	2
Planning Commission	Cynthia Harris	3



Community Engagement and Outreach Committee Recruitment

Name	Council District	Age (years)							Ethnicity and Race					Housing Status			Menlo Park Resident (years)	
		18-30	31-40	41-50	51-60	61-70	71-80	80+	Asian	Hispanic or Latino	White or Caucasian	Black or African American	Native Hawaiian and other Pacific Islander	Write In	Renter	Homeowner		Years
Victoria Robledo	1					X										X		10
Yadira DiSiena	1		X							X						X	5	9
Dan McMahon	2				X						X					X	27	27
Heather Leitch	2					X					X					X	23	23
Lesley Feldman	2		X								X					X	2	2
Nehezi Ollarvia	2			X								X			X		1.5	1.5
Aaron Spaulding	3			X							X				X		12	12
Cynthia Harris	3				X						X					X	23	25
Max Fennell	3		X									X			X		6	5
Carol Marshall Mayer	4							X			X					X	26	26
Michal Bortnick	4			X							X				X		21	3 months
Rich Cline	4				X						X					X	20	20
Sody Tronson	4				X									Middle Eastern	X		9	10
Tiffany Dao	4		X						X						X		3	3



## STAFF REPORT

**City Council**

**Meeting Date:**

**5/25/2021**

**Staff Report Number:**

**21-112-CC**

**Consent Calendar:**

**Adopt Resolution No. 6629 approving amendment one to the City of Menlo Park's amended and restated franchise agreement with Recology San Mateo to add an additional route for collection of bulky items and abandoned waste**

### Recommendation

The recommendation is that City Council adopt Resolution No. 6629, Attachment A, approving amendment one to the City of Menlo Park's amended and restated franchise agreement with Recology San Mateo to add an additional route for collection of bulky items and abandoned waste.

### Policy Issues

City Council retains sole authority to enter into franchise agreements for services and entered into an agreement with Recology San Mateo to provide solid waste services in 2017.

### Background

The City is a member of the South Bayside Waste Management Authority (SBWMA), a joint powers authority comprised of 11 agencies (Member Agencies) in San Mateo County. Each member agency enters into a franchise agreement with a solid waste hauler (Recology San Mateo) tailored to their individual service needs. SBWMA owns and operates the facility (transfer station) where the solid waste hauler unloads materials collected for processing to sort recyclables from landfill waste.

### Analysis

The recommended action, if approved by eight SBWMA member agencies, expands resources available to Menlo Park residents for on-call bulky item pickup and collection of abandoned waste. The increase in abandoned waste threatens the environment and quality of life for residents and visitors.

### Current program

The City entered into the "Amended and Restated Franchise Agreement with Recology San Mateo" (the "Franchise Agreement") in 2017 along with other SBWMA Member Agencies, to provide for the collection of solid waste and recyclable and organic materials. The Franchise Agreement includes a Bulky Item Collection ("BIC") / Abandoned Waste Collection ("AWC") program that provides customers with at-curb collection on an appointment basis two times a year. All BIC/AWC program costs are included in the annual contractor's compensation application review process. Therefore, these popular appointments are provided to all SBWMA residents at no additional (direct) charge. After the BIC scheduled appointments are completed, the same work crews and vehicles then collect abandoned waste materials throughout the entire SBWMA service area as directed by designated member agency representatives (usually public works

staff.) There are currently three work crews/vehicles assigned to this task.

From an operational perspective, the BIC/AWC programs are one and the same. Recology workers provide at-curb BIC collection on an appointment basis within 10 days after the customer's call to the Recology customer service center scheduling pick up of their oversized materials. Added information about the BIC/AWC program can be found in Attachment B. Once the BIC scheduled appointments are completed each day, the same workers/crews and vehicles are then reassigned to collect abandoned waste materials throughout the entire SBWMA service area as identified and authorized by designated Member Agency staff (usually public works staff.) A formal identification and authorization process exists with each Member Agency to provide AWC program structure integrity and cost containment.

#### Recommended BIC/AWC program expansion

The BIC/AWC program is extremely popular with residents, and is exceeding the planned capacity provided in the Franchise Agreements. At the SBWMA Board's direction, SBWMA and Recology worked together to develop a joint solution to increase capacity for these pickups. The proposal is to add an additional work crew and vehicles, (a fourth route) for the program. Addition of the fourth route requires an amendment to the individual all SBWMA member agency's Franchise Agreements ("Amendment One".) The SBWMA Board considered and recommended approval of the fourth route at its regularly scheduled meetings held January 28, 2021 and March 25, 2021, as linked in Attachment C and D, respectively. To effectuate addition of a fourth route, two-thirds (8) of the Member Agencies must approve amendments of their Franchise Agreements. If approved by eight Member Agencies, the program would be implemented January 1, 2022. The recommended Amendment One is provided as Attachment A, inclusive of the resolution and the amendment.

#### Program costs and member agency allocation

Adding a fourth BIC/AWC route will cost \$631,371 in the initial year to pay for the additional crew and trucks required to provide this expanded service. Contractually allowable pass-through adjustments will be evaluated each rate year thereafter during the contractor's compensation application review process. This is anticipated to be an ongoing base service expense through the end of the restated and amended franchise agreement term, December 31, 2035.

BIC/AWC costs are allocated among the Member Agencies according to the number of single-family and commercial accounts in the community. For example, if a Member Agency currently has 18 percent of the single-family accounts, then it will receive an allocation of 18 percent of the single-family BIC/AWC program costs. If a Member Agency has 10 percent of the commercial accounts, then it will receive 10 percent of the multifamily BIC/AWC program cost allocation. Table 1 shows the projected cost allocation for BIC/AWC services based on historical program usage by Member Agency. It is recommended that costs be allocated in the same manner, given how closely the BIC/AWC and residential percentages track each other.

Under this allocation, Table 1, costs to the City of Menlo Park are estimated at \$45,799 in the first year. This additional cost will be reflected in the City's annual rate adjustment process which occurs each summer and the fourth route is expected to begin service January 1, 2022. The first year financial impact of \$45,799 reflects Menlo Park's allocated share of the total cost for the additional annual route and covers one new truck and driver for recyclables, and one rear-loader and driver for other items.

Table 1: Cost allocation bulky item collection services		
Member agency	Total cost of fourth route in year one	Allocation
Belmont	\$45,517	7.2%
Burlingame	\$43,894	7.0%
County of San Mateo	\$50,639	8.0%
East Palo Alto	\$35,830	5.7%
Foster City	\$41,491	6.6%
Hillsborough	\$17,238	2.7%
<b>Menlo Park</b>	<b>\$45,799</b>	<b>7.3%</b>
Redwood City	\$118,521	18.8%
San Carlos	\$54,682	8.7%
City of San Mateo	\$165,639	26.2%
West Bay Sanitary District	\$12,121	1.9%
<b>Total</b>	<b>\$631,371</b>	<b>100%</b>

Amendment One to Recology San Mateo franchise agreement

As an amendment to the existing franchise agreement, Exhibit A to Attachment A provides a track changes version of existing language and new language. The city attorney’s office has reviewed and approved Attachment A as to form.

**Impact on City Resources**

The recommended action results in no additional staff time. As the fourth route goes into service, City staff anticipate that the added capacity will address resident needs and potential decrease the service requests received for abandoned waste.

**Environmental Review**

Approval of amendment one to the Franchise Agreement is exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guideline Section 15301, Existing Facilities, because it constitutes a minor or negligible expansion of an existing use, and will not have a significant impact on the environment.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

- A. Resolution No. 6629
- A. Hyperlink – BIC/AWC program: [recology.com/recology-san-mateo-county/bulky-items/](http://recology.com/recology-san-mateo-county/bulky-items/)

Staff Report #: 21-112-CC

- B. Hyperlink – January 28 SBWMA Board staff report: [rethinkwaste.org/wp-content/uploads/2021/01/6\\_COLLECTION-AND-RECYCLING-01282021.pdf](https://rethinkwaste.org/wp-content/uploads/2021/01/6_COLLECTION-AND-RECYCLING-01282021.pdf)
- C. Hyperlink – March 25 SBWMA Board staff report: [rethinkwaste.org/wp-content/uploads/2021/03/SBWMA-BOD-PACKET-032521.pdf](https://rethinkwaste.org/wp-content/uploads/2021/03/SBWMA-BOD-PACKET-032521.pdf)

Report prepared by:  
Joanna Chen, Management Analyst I  
Nick Pegueros, Assistant City Manager

**RESOLUTION NO. 6629****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING AMENDMENT ONE TO THE FRANCHISE AGREEMENT WITH  
RECOLOGY SAN MATEO COUNTY TO ADD A FOURTH ROUTE TO THE  
BULKY ITEM AND ABANDONED WASTE COLLECTION PROGRAMS TO  
BEGIN ON JANUARY 1, 2022**

WHEREAS, the State of California, through the California Integrated Waste Management Act of 1989, codified at Public Resources Code Section 40000, et seq. (the "Act"), directs the responsible State agency and all local agencies to maximize the use of feasible source reduction, recycling, and composting options in order to reduce the amount of solid waste that must be disposed in landfills; and

WHEREAS, the South Bayside Waste Management Authority ("SBWMA") is a joint powers authority existing between the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos and San Mateo, the Town of Hillsborough, the West Bay Sanitary District; and the County of San Mateo ("Member Agencies") to provide a regional approach to the collection and disposition of solid waste, recyclable materials, and organic materials; and

WHEREAS, on June 22, 2017, the SBWMA Board of Directors approved a model Franchise Agreement template, the "Amended and Restated Franchise Agreement with Recology San Mateo ("Recology") for Recyclable Materials, Organic Materials, and Solid Waste Collection Services" as the recommended Franchise Agreement for each Member Agency to individually execute for hauling services by Recology for the years 2021 through 2035, which has been adopted by the Member Agencies (the "Amended and Restated Franchise Agreement"); and

WHEREAS, more particularly, on April 24, 2018, the City of Menlo Park adopted Resolution No. 6435 approving the Amended and Restated Franchise Agreement, effective January 1, 2021 through December 31, 2035; and

WHEREAS, pursuant to the Amended and Restated Franchise Agreement, Recology provides a Bulky Item Collection program which allows residents to schedule individual pickups of oversized items in certain circumstances, and provides an Abandoned Waste Collection program to assure abandoned waste is collected throughout the SBWMA territory; and

WHEREAS, the Bulky Item Collection and Abandoned Waste Collection programs are popular and well-utilized and are nearing capacity due to strong customer demand; and

WHEREAS, the attached proposed Amendment One to the Amended and Restated Franchise Agreements will address the need for additional Bulky Item Collection and Abandoned Waste Collection service capacity by adding additional resources to the program, specifically staff and vehicles for a fourth route, and clarify and modify administrative provisions of the programs; and

WHEREAS, the SBWMA Board of Directors considered Amendment One at its regularly scheduled meetings held on January 28, 2021 and March 25, 2021, and adopted Resolution No. 2021-05 and Resolution No. 2021-08, "Recommending Amendment One Modifications to the Member Agency Franchise Agreements With Recology San Mateo County to Add a 4<sup>th</sup> Route to the Bulky Item Collection Program for an Annual Not-To-Exceed Amount of \$631,371, with Contractually Allowable Adjustments in Future Rate Years, to Begin on January 1, 2022".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF MENLO PARK AS FOLLOWS:

1. The City Council hereby approves the Amendment One to the Amended and Restated Franchise Agreement, attached as Exhibit A hereto.
2. The City Manager is hereby authorized to execute Amendment One to the Amended and Restated Franchise Agreement.
3. This project has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"). The project is exempt from CEQA requirements under CEQA Guidelines Section 15301 because approval and execution of the Amendment involves the negligible expansion of existing facilities and use, and will not cause a significant effect on the environment.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on twenty-fifth day of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fifth day of May, 2021.

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Judi A. Herren, City Clerk

**AMENDMENT ONE  
BY CITY OF MENLO PARK AND  
RECOLOGY SAN MATEO COUNTY  
TO THE  
AMENDED AND RESTATED FRANCHISE AGREEMENT  
BETWEEN CITY OF MENLO PARK AND RECOLOGY SAN MATEO COUNTY  
FOR RECYCLABLE MATERIALS, ORGANIC MATERIALS, AND SOLID WASTE  
COLLECTION SERVICES**

This first Amendment (“Amendment One”) to the Amended and Restated Franchise Agreement between City of Menlo Park and Recology San Mateo County for Recyclable Materials, Organic Materials, and Solid Waste Collection Services (“Agreement”), effective as of June 1, 2021 (“Effective Date”), is made by and between City of Menlo Park, a Municipal Corporation of the State of California (“Agency”), and RECOLOGY SAN MATEO COUNTY, a California corporation (“Contractor”).

**RECITALS**

- A. **WHEREAS**, Section 5.05 of the Agreement requires Contractor to provide On-Call Bulky Item Collection Service for residents and specifies that Contractor shall schedule a maximum of one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events per service day for the SBWMA Service Area (“daily limit”), and Section 5.09 of the Agreement requires Contractor to provide abandoned waste cleanup Collection service for a maximum of thirty (30) abandoned waste Collection events per service day for the SBWMA Service Area (“daily limit”); and,
- B. **WHEREAS**, Contractor conducts the On-Call Bulky Item Collection Service and abandoned waste cleanup Collection service using the same Collection routes; and, as a result, the total combined daily limit of On-Call Curbside Bulky Item Collection Service events and abandoned waste cleanup Collection service events (collectively, “On-Call Pick-ups”) is one hundred eighty (180) On-Call Pick-Ups per day; and,
- C. **WHEREAS**, anticipating that the combined daily limit would not be sufficient to handle actual demand for On-Call Pick-Ups, the SBWMA and Contractor met and conferred and negotiated a Model Amendment One to the Agreement, which provides an additional route to address the problem; and,
- D. **WHEREAS**, Parties identified minor items in the Agreement that warranted clarification or revision; and,
- E. **WHEREAS**; the SBWMA presented the Model Amendment One to the SBWMA’s Board of Directors on January 28, 2021; and, the Board took action recommending that each Member Agency enter into Model Amendment One in substantially the form presented to the Board; and,
- F. **WHEREAS**, the Agency and Contractor have agreed to the revisions to the Agreement as stated in this Amendment One.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Agency and Contractor hereby agree to amend the Agreement through this Amendment One as follows:



## TERMS OF AMENDMENT ONE

### 1. DEFINITIONS

1.1 Attachment A, Definitions. The following definitions are hereby added to Attachment A:

- a. 2021 Amendment means the amendment to the Agreement that the SBWMA Board approved, and recommended that each Member Agency enter into, on January 28, 2021.
- b. On-call Pick-Up means an On-Call Curbside Bulky Item Collection Service event or an on-call abandoned waste Collection service event.

### 2. BULKY ITEM AND ABANDONED WASTE COLLECTION SERVICES

2.1 Residential On-Call Bulky Item Collection Service. Section 5.05.H shall be amended to read as follows:

H. Maximum Number of Daily Events. Contractor shall schedule up to a maximum of ~~one hundred fifty (150)~~ two hundred (200) On-Call Curbside Bulky Item Collection Service events per service day for the SBWMA Service Area (“daily limit”). The maximum number of daily events includes On-Call Bulky Item Collection Service events provided to both Single-Family and Multi-Family Residential Complexes, and those events provided at no charge and events paid for by the Customer, Owner, or property manager. Contractor shall schedule On-Call Curbside Bulky Item Collection Service events no more than ten (10) Business Days after the Owner’s or Occupant’s request up to the maximum number of daily events. Upon reaching the maximum number of daily events, requested On-Call Curbside Bulky Item Collection Service event shall be scheduled on the next available regularly scheduled Solid Waste Collection Day.

SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service events, in order to allocate the “daily limit” for such events among Member Agencies. If adopted, Contractor shall comply with the allocation system. The Agency agrees not to assess Liquidated Damages if Contractor does not meet the ten (10) Business Day requirement if the delay has resulted from (i) the volume of On-Call Bulky Item Collection events being in excess of the “daily limit” for the SBWMA Service Area or Agency, or (ii) the Customer’s request to schedule the event on a date more than ten (10) Business Days in the future.

Contractor shall notify the SBWMA ~~and Agency~~ when the daily average number of On-Call Pick-Up events reaches ~~one hundred and forty (140)~~ two hundred twenty-five (225) events, or any subsequently increased number of events mutually agreed by the SBWMA Board and Contractor, combined for Residential On-Call Bulky Item Collection service and abandoned waste Collection service, including On-Call Pick-ups provided at no charge and On-Call Pick-ups paid for by Customers, Owners or property managers) for the SBWMA service area. For the purpose of this Section, where the daily average number of On-Call Pick-ups is shall be calculated on a weekly basis as the total number of On-Call Pick-Ups performed Monday through Friday divided by the number of Collection days in the week (e.g., typically five (5) days, except four (4) days for weeks with a Holiday). When this threshold occurs, ~~Parties shall meet and confer to agree on a strategy for handling the volume of Bulky Item Collection Service events for four (4) consecutive weeks,~~ Contractor shall provide SBWMA with reports documenting these statistics and, upon

confirmation of that fact, SBWMA staff shall notify the SBWMA Board of Directors that the service capacity has been filled and to present options, described in this section. Contractor shall continue to supply monthly reporting of the average service count from the time of the original notice until action is taken by the SBWMA Board of Directors.

Upon a confirmed notice from Contractor, the SBWMA Board may consider options, including, but not limited to: (i) authorizing Contractor to implement and perform on-going operation of an additional Bulky Item and abandoned waste Collection route; (ii) adjustment of the ten (10) Business Day required provision of the On-Call Pick-ups; and/or (iii) reduction in the number of On-Call Bulky Item pick-ups allowed for each Customer each year.

The SBWMA Board is hereby authorized, on behalf of the Agency, to determine if future changes are required for the Residential On-Call Bulky Item Collection services described in Section 5.05 and abandoned waste Collection service described in Section 5.09. Such changes, if any, shall be implemented and incorporated into this Agreement in accordance with Section 15.12, Right of Agency to Make Changes in Services and Service Levels. If the SBWMA elects to implement an additional Bulky Item and abandoned waste Collection route, the route shall include two trucks and two drivers, and the annual cost for the route shall be that specified in Attachment U for Rate Year 2021 (subject to adjustment in accordance with the methodology set forth in Attachment K, if the new route is implemented in a later Rate Year). Each additional route approved by the SBWMA shall provide capacity for sixty (60) additional daily Bulky Item Collection and/or abandoned waste Collection services. In the event that the creation of a new route provides for more capacity than there is demand for the Bulky Item Collection services, Contractor shall permit additional collections of abandoned waste up to the total capacity.

Effective January 1, 2022, Contractor shall operate an additional Bulky Item and abandoned waste Collection route, for a total of four (4). Contractor shall include the additional costs set forth in Attachment U in Contractor's Application to determine Rates for Rate Year Twelve (2022). Such costs (being 2021 costs) shall be adjusted to 2022 costs in accordance with the methodology set forth in Attachment K. Such adjusted costs shall be added to Contractor's Compensation (in addition to any other adjustments required under this Agreement) for purposes of determining Rates for Rate Year Twelve (2022).

2.2 Abandoned Waste Clean-Up Collection Service. Section 5.09.A shall be amended to read as follows:

A. **General.** Contractor shall provide abandoned waste cleanup Collection service to Agency as provided herein. Contractor shall schedule up to a maximum of ~~thirty (30)~~ forty (40) abandoned waste Collection events per service day for the SBWMA Service Area. Contractor shall make every effort to collect abandoned waste within one (1) Business Day of being notified by Agency, SBWMA, Customer, or Contractor's vehicle drivers and route supervisors of the occurrence of abandoned waste or illegal dumping. Upon reaching the ~~maximum thirty (30)~~ forty (40) events, Collection of abandoned waste event shall be scheduled and performed by Contractor on the next available service day. This service shall require Contractor to Collect abandoned or illegally dumped Solid Waste, Recyclable Materials, and Organic Materials. This service does not include Collection of litter or litter abatement activities.

~~Contractor shall notify the SBWMA and Agency~~ Section 5.05.H describes a process for notification and consideration of program changes when the daily average number of On-Call Pick-Up events reaches ~~twenty-five (25)~~ two hundred twenty-five (225) events ~~where the daily average is calculated on a 1111 weekly basis. When this threshold occurs, Parties shall meet and confer to agree on 1112 a strategy for handling the volume of abandoned waste Collection events.~~ combined for Residential On-Call Bulky Item Collection service and abandoned waste Collection service, including On-Call Pick-ups provided at no charge and On-Call Pick-ups paid for by Customers, Owners, or property managers).

### 3. OVERAGE TAGS

#### 3.1 Collection of Excess Materials (Overages). Section 8.02.G shall be amended to read as follows:

Contractor shall direct its employees to Collect an Overage on two (2) occasions each Rate Year at no additional cost to Customer. Contractor must provide a notice to Customer documenting the Overage in order to count the Overage Collection towards the ~~allocated two~~ (2) per Rate Year for each Customer. Customers that place an Overage for Collection for a third and subsequent events may be assessed an Overage fee by Contractor if Contractor has directly contacted the Customer via a phone call, voice message or other means of communication to notify~~ing~~ them of the Overage Collected. Contractor shall bill Customer for a third and subsequent Overage events at Agency-approved Charges specified in Attachment Q. Contractor shall provide Customers the opportunity to request an Overage Collection service in advance. In such case, Contractor shall bill the Customer at the Agency-approved Charge specified in Attachment Q.

Contractor shall provide Customers the opportunity to subscribe to Overage Collection service, in advance, or purchase Overage ~~bag(s)-tag(s)~~ from the Contractor. Each Overage tag permits the Customer to set out one (1) thirty-two (32) gallon garbage bag of Solid Waste next to their Solid Waste Container on the Customer's regularly scheduled collection day, for Collection by Contractor. Contractor shall provide Customers the opportunity to purchase Overage tags through its Customer service department or electronically via Contractor's website. ~~The Overage bag(s) shall have markings identifying it as the Contractor's Overage bag.~~ Contractor shall mail or deliver Overage ~~bags tags~~ to Customers within three (3) Business days of Customer's request. The Charge for Overage ~~bags tags~~ is specified in Attachment Q and includes all aspects of purchasing the tags, printing, and distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be provided the opportunity to purchase Overage ~~bags tags~~ at Contractor's local office. The quantity of Overage ~~bags tags~~ per request from Customer shall be limited to five (5) per request.

If the Agency and/or Contractor receive numerous Complaints (as determined by the Agency) from Customers regarding Customer dissatisfaction with the requirement to purchase Overage ~~bags tags~~, the Agency reserves the right to require the Contractor to modify its Overage program to better serve its Customers and/or require the Customer to subscribe to additional Collection service.

### 4. CLARIFICATION AND ADMINISTRATIVE MODIFICATIONS

#### 4.1 The following changes shall be made to provide clarification and administrative modifications to the Agreement:

4.2 Right of Agency to Make Changes in Services and Service Levels. Section 15.12.A shall be amended to read as follows:

A. Agency may, without amending this Agreement, direct Contractor to cease performing one or more types of service described in Articles 5 or 6, or may direct Contractor to modify the scope of one or more such services, may direct Contractor to perform additional Solid Waste, Targeted Recyclable Materials, Organic Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries and Cell Phones or Plant Materials handling services, or may otherwise direct Contractor to modify its performance under any other Section of this Agreement. In addition, SBWMA may, without amendment of this Agreement, direct a change: (i) in the number of Waste Zero Specialists as provided in Section 7.04.A, ~~or a change~~ (ii) in Other Services as provided in Section 7.13, (iii) in the Residential On-Call Bulky Item Collection service described in Section 5.05, and/or (iv) in the abandoned waste Collection service described in Section 5.09. In the event of an SBWMA-directed change under items (iii) or (iv), the provisions of Section 11.06 shall apply, but with the SBWMA substituted in the place of Agency. In the event of any conflict between an Agency-directed change and an SBWMA-directed change, the SBWMA-directed change shall govern. Agency hereby authorizes the SBWMA, with the approval of the SBWMA Board, to do the following on behalf of Agency: (a) to establish the terms and conditions of any program or service changes under items (iii) or (iv) above, (b) to include any costs associated with an SBWMA-directed change in Contractor's Compensation and/or Pass-Through Costs, (c) to determine Agency's share of such costs and to allocate such share to Agency, and (d) to amend this Agreement as mutually agreed with Contractor to give effect to the foregoing. An SBWMA-directed change shall be deemed to be an Agency-directed change for purposes of this Agreement. Contractor shall promptly and cooperatively comply with such direction.

## 5. MISCELLANEOUS PROVISIONS

- 5.1 Recitals and Headings. The above recitals are incorporated herein by reference and are made a part of this Amendment One. However, headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Amendment One.
- 5.2 Entire Agreement. ~~This Agreement, including the attachments, represents the full and entire agreement between the Parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral. This Amendment One contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto. Except as expressly modified by this Amendment One, all other terms and conditions of the Agreement remain in full force and effect, unmodified, and apply to this Amendment One as though fully set forth herein.~~
- 5.3 Counterparts. This Amendment One may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.
- 5.4 Effectiveness. It shall be a condition precedent to the effectiveness of this Amendment One that at least eight (8) of the SBWMA's Member Agencies enter into Amendment One.

*[Remainder of this page intentionally left blank]*



IN WITNESS WHEREOF, Agency and Contractor have executed this Amendment One as of the day and year first above written.

CITY OF MENLO PARK

RECOLOGY SAN MATEO COUNTY

By: \_\_\_\_\_  
Starla Jerome-Robinson  
City Manager

By: \_\_\_\_\_  
Salvatore M. Coniglio  
CEO

ATTEST: \_\_\_\_\_  
Judi Herren  
City Clerk

By: \_\_\_\_\_  
Cary Chen  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
XXXXXX

**ATTACHMENT U**  
**RESIDENTIAL ON-CALL BULKY ITEM COLLECTION SERVICE**  
**AND ABANDONED WASTE COLLECTION SERVICE ROUTE COST**

<b>Bulky Item Collection Costs</b>		Additional BIC Route
		<b>2021 Dollars</b>
<b>Annual Cost of Operations</b>		
	Direct Labor-Related Costs	
	Wages for CBAs	\$269,064
	Benefits for CBAs	\$148,795
	Payroll Taxes	\$21,889
	Workers Compensation Insurance	<u>\$27,294</u>
	<b>Total Direct Labor Related-Costs</b>	<b>\$467,042</b>
	Direct Fuel Costs	\$20,748
	Other Direct Costs	\$20,223
	Depreciation	
	- Collection Vehicles	\$51,433
	- Containers	<u>\$0</u>
	<b>Total Depreciation</b>	<b>\$51,433</b>
	Allocated Indirect Costs excluding Depreciation	
	General and Administrative	\$0
	Operations	\$0
	Vehicle Maintenance	\$0
	Container Maintenance	<u>\$0</u>
	<b>Total Allocated Indirect Costs excluding Depreciation</b>	<b>\$0</b>
	<b>Total Allocated Indirect Depreciation Costs</b>	<b>\$0</b>
	<b>Total Annual Cost of Operations</b>	<b>\$559,446</b>
	<b>Profit</b>	<b>\$58,726</b>
	<b>Operating Ratio</b>	90.5%
	<b>Total Operating Costs before Pass-Through Costs</b>	<b>\$618,173</b>
	<b>Contractor Pass-Through Costs</b>	
	Interest Expense	\$13,198
	<b>Total Contractor Pass-Through Costs</b>	<b>\$13,198</b>
	<b>TOTAL BASE CONTRACTOR'S COMPENSATION</b>	<b><u>\$631,371</u></b>

Note - Collection Vehicle Depreciation and Interest Expense are flat beginning in the  
of implementation. Purchase price will inflate until the purchase date.



## STAFF REPORT

**City Council**  
**Meeting Date:** 5/25/2021  
**Staff Report Number:** 21-106-CC

**Consent Calendar:** **Adopt Resolution No. 6626 approving a third amendment to the South Bayside Waste Management Authority joint powers authority agreement for the purpose of updating and conforming provisions of the agreement**

### Recommendation

The recommendation is that City Council adopt Resolution No. 6626, Attachment A, approving a third amendment to the South Bayside Waste Management Authority (SBWMA) joint powers authority agreement (Agreement) for the purpose of updating and conforming provisions of the agreement.

### Policy Issues

City Council retains sole authority to enter into joint exercise of powers agreements and all amendments thereto. Joint powers authorities (JPA's) are established when two (2) or more public agencies agree to jointly exercise powers common to the agencies (California Government Code Section 6500 et seq.)

### Background

The City is a member of the SBWMA, a joint powers authority comprised of 11 agencies (Member Agencies) in San Mateo County. Each member agency enters into a franchise agreement with a solid waste hauler (Recology San Mateo) tailored to their individual service needs. SBWMA owns and operates the facility (transfer station) where the solid waste hauler unloads materials collected for processing to sort recyclables from landfill waste.

### Analysis

The recommended action, if approved by eight SBWMA member agencies, amends the Agreement to remove outdated language, clean up inconsistencies in use of defined terms, and bring the Agreement language into compliance with Government Code Section 6509.

SBWMA is a JPA which was created in 1999. Since that time, the JPA Agreement has been amended twice. By statute, JPA agreements should detail the JPA's:

- Purpose;
- Financial accountability; including its provision for a treasurer;
- Administration;
- Manner of exercising power; and
- Method for distribution of assets upon termination.



Recently, while drafting an update to the SBWMA's purchasing ordinance and associated policy for Board review, SBWMA staff noted that the JPA Agreement contains outdated language and does not call out the manner for exercising power as required by Government Code Section 6509. In order to correct this, SBWMA staff recommended that the SBWMA Board review proposed changes to the Agreement which would remove outdated language, clean up inconsistencies in use of defined terms, and bring the Agreement language into compliance with Government Code Section 6509. The amendments are non-substantive in nature. SBWMA approved the proposed changes at its February 27, 2020 meeting (Attachment B), and the individual Member Agencies are now being asked for their approval.

In order for the amendments to become effective, two-thirds or eight, Member Agencies must approve the changes. A redlined version of the "Third Amended and Restated Joint Exercise of Powers Agreement" is appended to this staff report as part of Attachment A, the resolution approving the amendment. All proposed new language is shown in blue and deleted language is shown with strikeouts for City Council reference. The recommended changes are summarized in Table 1.

Table 1: Proposed changes to the JPA agreement	
Agreement section	Proposed changes
Entire document	Edits throughout the Agreement so that the Member Agencies are consistently referred to as “Members.” Edits to correct non-substantive formatting and grammatical errors.
Recitals - Language to acknowledge the recommended amendment	Update to the Recitals to reflect the recommended amendment.
Section 7.2 - Addition of language designating the manner in which the JPA’s powers will be exercised	New language to Section 7.2 to comply with the requirements of Government Code Section 6509 by identifying one of the Member’s whose procedures and policies will be followed by the JPA. This designation will not enhance the substance of the powers which are jointly exercised by the Member Agencies through the JPA.  The recommendation is to designate the County of San Mateo as the agency whose procedures and policies will apply to the SBWMA. Should the County withdraw from the JPA, a new Member Agency would need to be designated. SBWMA does not anticipate any change to the JPA’s operations as a result of this designation.
Section 8.2 and 9.1 - Board seats	Edits to Sections 8.2 and 9.1 clarify that SBWMA Directors vacate their seats on the Board in the event that they no longer serve on their Member Agency’s governing body and that the Member’s alternate Director will serve until a new Director is named.
Section 8.7 - Identification of the JPA’s finance manager	Delete Section 8.7 as it requires that the Board select a finance director from one of the Member Agencies to serve as SBWMA’s finance director. New language to reflect the fact that SBWMA now has a finance manager who is responsible for the duties previously assigned to a Board appointed finance director.
Section 10.5 - Meeting minutes	Edits to Section 10.5 to reflect that the Board approves meeting minutes.
Section 12.3 – SBWMA records and accounts	Appoints SBWMA staff as a treasurer and outlines the role’s responsibilities.
Exhibit C - Revised definition of “revenue bonds”	Edits to update definition of “Revenue Bonds” in Exhibit C to account for the bonds issued in 2019.

The City attorney’s office has reviewed and approved Attachment A as to form.

**Impact on City Resources**

There is no impact on City resources.

**Environmental Review**

Approval of the proposed amendments to the JPA Agreement is a governmental organizational activity and is therefore exempt from California Environmental Quality Act (CEQA) review because it is not a project within the meaning of CEQA. CEQA Guideline 15378 defines "Project" for CEQA purposes; Section 15378

(b) states that Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Resolution No. 6626
- B. Hyperlink – February 27, 2020 SBWMA Board staff report: [rethinkwaste.org/wp-content/uploads/2020/02/5\\_022720\\_ADMIN-AND-FINANCE.pdf](https://rethinkwaste.org/wp-content/uploads/2020/02/5_022720_ADMIN-AND-FINANCE.pdf)

Report prepared by:  
Joanna Chen, Management Analyst I  
Nick Pegueros, Assistant City Manager

**RESOLUTION NO. 6626****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING THE THIRD AMENDED AND RESTATED JOINT EXERCISE OF  
POWERS AGREEMENT FOR THE SOUTH BAYSIDE WASTE MANAGEMENT  
AUTHORITY**

WHEREAS, the South Bayside Waste Management Authority (“SBWMA”) was formed under a Joint Exercise of Powers Agreement, pursuant to California Government Code § 6500 *et seq.*, on December 9, 1999, by a number of San Mateo County entities (the Member Agencies) to provide a regional approach to the collection and disposition of solid waste, recyclable materials, and organic materials; and

WHEREAS the SBWMA’s Member Agencies have amended and restated the Joint Exercise of Powers Agreement twice: on January 17, 2006, and June 19, 2019, respectively; and

WHEREAS, the most recently adopted version of the Joint Exercise of Powers Agreement is known as the Second Amended and Restated Joint Exercise of Powers Agreement (“Agreement”); and

WHEREAS, California Government Code Section 6509 provides that an agency created by a Joint Powers Agreement should be subject to the powers and limitations of one of its members to be designated in the Agreement, which the current Agreement does not do; additionally, the Agreement contains outdated provisions; and

WHEREAS, at the time the SBWMA was formed in 1999, it was comprised of twelve Member Agencies; recently, in December 2020, the Town of Atherton withdrew from the SBWMA, so it is currently comprised of eleven Member Agencies; and

WHEREAS, SBWMA staff has prepared amendments to the Agreement language addressing these matters; which are set forth in the “Third Amended and Restated Joint Exercise of Powers Agreement,” attached hereto as Exhibit “A”, and which are shown on the document by ~~strike through~~ and interlineation, and

WHEREAS, the SBWMA Board of Directors considered the proposed changes at its regularly scheduled meeting held on February 27, 2020, and adopted Resolution 2020-08 recommending that the Member Agencies approve the proposed amendments to the Agreement; and

WHEREAS, Article 17 of the Agreement requires that amendments to the Agreement be approved by 2/3 of the Member Agencies of the SBWMA, which is equal to eight of the eleven Members.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF MENLO PARK AS FOLLOWS:

1. The City Council hereby approves the Third Amended and Restated Joint Exercise of Powers Agreement, attached hereto as Exhibit A.
2. Adoption of the Third Amended and Restated Joint Powers Agreement is a governmental organizational activity and is therefore exempt from California Environmental Quality Act (CEQA) review because it is not a project within the meaning of CEQA. CEQA Guideline 15378

defines "Project" for CEQA purposes; Section 15378 (b) states that Project does NOT include:  
(5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on twenty-fifth day of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fifth day of May, 2021.

---

Judi A. Herren, City Clerk

**Third Amended and Restated**  
**Joint Exercise of Powers Agreement**  
**South Bayside Waste Management Authority**

This Third Amended and Restated Joint Exercise of Powers Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to the provisions of the Joint Exercise of Powers Act (Title I, Division 7, Article 1, §6500 et seq. of the California Government Code) relating to the joint exercise of powers among the County of San Mateo and those cities, ~~and towns~~ and special districts listed in Exhibit A and B, hereafter collectively called "AgenciesMembers."

**RECITALS**

A. **WHEREAS** the AgenciesMembers ~~heretofore~~ entered into a Joint Exercise of Powers Agreement on December 9, 1999 (the JPA Agreement), which was subsequently amended and restated on January 17, 2006 (the "First Amended and Restated JPA Agreement"), and then again on June 19, 2013 (the "Second Amended and Restated JPA Agreement"). The Members now desire to further amend and restate the JPA Agreement to update current terms and practices and clarify exercise of powers (the "Third Amended and Restated JPA Agreement"). ~~The JPA Agreement was first amended on June 4, 2002 to modify the definition of the Fiscal Year. The JPA Agreement was first amended and restated on January 17, 2006 to:~~ 1) ~~Establish the position of Executive Director;~~ 2) ~~Include items that require member agency approval;~~ 3) ~~Clarify member agency staff positions for Board membership;~~ and 4) ~~Have the Board annually select the Chair;~~ and

~~the JPA Agreement was second amended and restated on June 19, 2013 to modify the composition of the Board of Directors; and~~

B. **WHEREAS** the AgenciesMembers are responsible for the health and safety of the citizens within their geographic boundaries; and

C. **WHEREAS** the AgenciesMembers regulate Solid Waste, Recyclable Material and Plant Material Collection in areas under their jurisdiction and award Franchises for Collection to private organization(s), herein called "Collector(s)"; and

D. **WHEREAS** the AgenciesMembers find it in their mutual economic interest to address Solid Waste and Recycling issues on a regional level; and that the costs for planning and implementing Solid Waste and Recycling Programs will be based on a fair and equitable allocation system that considers the relative benefits to each AgencyMember and the additional cost of services provided to each AgencyMember; and

E. **WHEREAS** the AgenciesMembers have used and are committed to owning and using certain regional Facilities located in the City of San Carlos, which are part of the San Mateo County Integrated Waste Management Plan, as approved by the California Integrated Waste Management Board; and

F. **WHEREAS** the ownership and use of these regional Solid Waste Facilities provides economic benefits to the ratepayers of the AgenciesMembers; and

~~G. **WHEREAS** the California Integrated Waste Management Act (CIWMA) (California Public Resources Code, §40000 et seq.) requires that the Agencies reduce by fifty (50) percent the amount of Solid Waste they landfill by the end of the year 2000; and~~

~~H. WHEREAS the CIWMA requires that the Agencies prepare, adopt, and implement source reduction and recycling elements to meet the (50) percent reduction goal; and~~

~~I.G. WHEREAS the Agencies intend to~~ Members have coordinated their efforts to produce and share Solid Waste, Recyclable Material and Plant Material reports, including program and operational information derived from the operation of regional Facilities, as required by California Public Resources Code, §40000 et seq.; and

~~I.H. WHEREAS each Agency~~ Member has the authority to regulate ~~their~~ its Solid Waste, Recyclable Material, and Plant Material stream, including the Collection, Transfer, Transportation, and Processing thereof, and has the authority to establish rates for the conduct of such functions; and

~~I.K. WHEREAS Solid Waste from each Agency~~ Member is landfilled at the Ox Mountain Sanitary Landfill located off State Highway 92, approximately two miles east of Half Moon Bay; and

~~I.L. WHEREAS in the absence of a regional Solid Waste Transfer Facility, Solid Waste Collectors would individually have to travel to Ox Mountain to dispose of Solid Waste, which would increase (a) driving distances and times, (b) the size and cost of the Collection vehicles, (c) traffic and congestion on the highways, and (d) the wear and tear on the highways; altogether~~ which would altogether increase the costs to Solid Waste Collection ratepayers; and

~~M.K. WHEREAS each Agency has been a member of the South Bayside Waste Management Authority (SBWMA) under a Joint Exercise of Powers Agreement dated~~ Member and its constituents have realized these benefits since establishment of the joint powers authority on December 9, 1999 ~~and has since enjoyed the benefits of such membership, and in accordance with the terms of that agreement has directed~~ ing its Solid Waste to be Processed at the regional Facility; and

~~N.L. WHEREAS modifying the method of Solid Waste, Recyclable Material, and Plant Material Collection, Transfer and Transportation Processing and Disposal could cause disruptions in service to the~~ Member's ratepayers; and

~~O.M. WHEREAS California Government Code §6500 et seq. (Joint Exercise of Powers Act) permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities; and~~

~~P.N. WHEREAS the Agencies'~~ Members' use of regional Solid Waste, Recyclable Material and Plant Material Collection and Processing Facilities under the SBWMA provides a proven history of economic and environmental benefits to ~~its~~ their users; and

~~Q.O. WHEREAS the parties to this Agreement~~ Members wish to continue to possess ownership over these regional Solid Waste Facilities; and

~~R.P. WHEREAS each Agency~~ Member has the individual power to plan, acquire, construct, manage, regulate, operate, and control Facilities and operations for the Collection, Transfer, and Transportation, Processing and Disposal of Solid Waste, Recyclable Material, and Plant Material generated within its jurisdictional boundaries, as well as to create and issue Franchise agreements for such activities; and

~~S.Q. WHEREAS the Agencies have~~ the Members originally issued Revenue Bonds to pay for the purchase of ~~these~~ Facilities in March 2000 and refinanced the bonds in 2019; thereby reducing costs for SBWMA or the Member's ratepayers.

**NOW, THEREFORE BE IT RESOLVED** that the Agencies Members ~~do hereby~~

~~establish the South Bayside Waste Management Authority~~ agree to rescind all prior joint exercise of powers agreements and adopt this Third Amended and Restated Joint Exercise of Powers Agreement ~~for the purpose of~~ pursuant to which the SBWMA shall continue to own, finance, administering, and operating regional Facilities and for administering rates for Solid Waste and diversion programs ~~and do hereby agree~~ for the Members as follows:

### ARTICLE 1. DEFINITIONS

**1.1 Definitions.** Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit C to this Agreement, which is attached hereto and incorporated by reference.

### ARTICLE 2. PURPOSE

**2.1 Purpose.** This Agreement ~~is entered into pursuant to the Act to provide~~ is entered into pursuant to the Act to provide for the exercise of powers as provided therein, and to provide for the joint exercise of certain powers common to the ~~Agencies~~ Members. The purpose of this Agreement is to provide for the joint ownership, financing, administration, and operation of the Facilities, and for the joint planning, adoption, financing, administration, management, review, monitoring, enforcement, and reporting of Solid Waste, through Recyclable Material, and Plant Material Collection activities in the Service Area. By ~~entering~~ entering this joint powers authority, the ~~Agencies~~ Members earn economic benefits not realized when using alternate means of Transferring and Transportation Processing of Solid Waste, Recyclable Material and Plant Materials and Disposal of Solid Waste. ~~Further the establishment of~~ This joint powers authority provides for the economic viability and utilization requirement of the Facilities.

### ARTICLE 3. CREATION OF AUTHORITY

**3.1 Creation.** Pursuant to the Act, on December 9, 1999, the ~~Agencies hereby~~ Members created and established a public entity to be known as the "South Bayside Waste Management Authority" (SBWMA).

**3.2 Separate Entity.** The SBWMA ~~shall be~~ is a public entity separate from the ~~Agencies~~ Members, and separate from the SBTSA.

**3.3 Assets, Rights, and Liabilities.** The assets, rights, debts, liabilities, and obligations of the SBWMA shall not constitute assets, rights, debts, liabilities, or obligations of any of the ~~Agencies or the~~ Members of SBWMA. However, nothing in this Agreement shall prevent any ~~Agency~~ Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the SBWMA, provided that both the Board and that ~~Agency~~ Member's governing board approve such contract or assumption.

### ARTICLE 4. TERM

**4.1 Effective Date.** This Third Amended and Restated Agreement shall be ~~dated as of; and become~~ be effective on; the date of its ~~execution~~ it is executed by the last two-thirds (2/3) of the ~~Founding~~ Members as required by Article 17, Amendments, Section 17.1, Amendment Requirements (Effective Date).

**4.2 Term.** This Agreement shall continue ~~at least until December 31, 2019, or such further~~ for the period of time necessary to repay any revenue bonds issued by the SBWMA, and thereafter shall continue until terminated or dissolved by a vote taken in accordance with Section



10.8 of this Agreement. However, in no event shall the Members vote to terminate or dissolve the SBWMA if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of the SBWMA, including, without limitation indentures, resolutions, and letter of credit agreements.

## ARTICLE 5. BOUNDARIES

**5.1 Service Area.** The SBWMA shall exercise its powers within its Service Area boundaries, as they may change from time to time. The Service Area shall be the consolidated boundaries of the ~~Agencies~~ Members as defined in Exhibit C. If ~~an Agency~~ a Member withdraws from the SBWMA, the boundary of the SBWMA shall be modified to exclude the area of the withdrawing ~~Agency~~Member. Such withdrawal and redrawing of Service Area boundaries shall not prevent any Facilities from being located outside of the boundary of the SBWMA.

## ARTICLE 6. MEMBERSHIP REQUIREMENTS OF SBWMA

**6.1 Required Powers.** Each Member of the SBWMA must at all times have the following powers:

- a. The authority to grant Solid Waste Collection Franchises.
- b. The authority, commitment, and agreement to direct the flow of Solid Waste, Recycling and Plant Material generated within the Member's respective jurisdiction to those Facilities specified by the SBWMA, except as provided in Sections 2.08 and 2.09 of the Uniform Franchise Agreement, Exhibit D hereto, for a period of time ~~which shall minimally be until December 31, 2019, or such further period of time~~ necessary to repay any revenue bonds issued by the SBWMA.
- c. The authority to set rates sufficient to provide for the financing and operation of the SBWMA Facilities.
- d. The authority, by law, to ~~enter into~~ amend this Joint Powers Agreement (JPA).

**6.2 Founding Members.** ~~A~~The Founding Members of the SBWMA ~~shall be one who has joined on the formation of the SBWMA on~~ December 9, 1999. ~~Founding Members~~ and are listed as such in Exhibit A and B hereto.

**6.3 Membership.** A Member shall, on joining the SBWMA, elect whether to be an Equity Member or a Non-Equity Member.

- a. An Equity Member shall have all of the rights and liabilities of a Member of the SBWMA. ~~An Equity Member shall be a Founding Member who, on joining, elects to be an Equity Member, and shall include a New Member who agrees to~~ and shall pay the equity equalizing fees and payments imposed as a condition of membership. Only an Equity Member shall have the right to vote on any matter before the Board and on any matter to be voted on by a Member except as provided in Section 6.3(b).
- b. A Non-Equity Member shall not be required to pay an equity equalizing payment, and shall not have the rights and liabilities of Equity Members, particularly under Section 15 Withdrawal and Section 16 ~~on~~ Termination of the JPA. The Non-Equity Member shall, however, direct its flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities subject to the

exception in Exhibit D hereto, and comply with the terms of the JPA with respect to the flow of Solid Waste, Recyclable Material, and Plant Material. The Non-Equity Member shall be entitled to participate in Board Meetings and activities, and receive all notices and information. However; it shall not be entitled to vote on any matter before the Board, or on any other matter unless the right to vote is expressly provided for ~~the Non-Equity Member in~~ [Section 6.3\(d\)](#).

- c. Exhibit A hereto shall designate Equity Members and Exhibit B shall designate Non-Equity Members.

~~6.3 All Members.~~ [\(d\)](#) Equity Members and Non-Equity Members shall, during the term of this Agreement, equally have the right to direct the flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities. With respect to the Uniform Franchise Agreement all Equity and Non-Equity Members shall have the right to participate in Board deliberations and negotiations and to vote on all matters, including rates, that are contained therein.

## ARTICLE 7. POWERS

**7.1 SBWMA Powers.** The SBWMA is authorized, but is in no way required, to act in its own name on any or all of the following matters, as each Member could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions and regulations:

- a. Acquire, construct, finance, refinance, operate, regulate, and maintain Facilities.
- b. Acquire, improve, hold, lease, and dispose of real and personal property of all types.
- c. Enter into agreements to operate Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facilities.
- d. Plan, study, and recommend proper and appropriate Solid Waste, Recyclable Material, and Plant Material Transfer, Transport, and Processing management practices. Research and study issues related to Solid Waste Generation, Collection, Transfer, Processing, Diversion, and Disposal, including but not limited to source reduction, ~~re-use~~ [reuse](#), Recycling, and recovery.
- e. Resolve disputes between the public and any entities providing Solid Waste, Recycling Material, and Plant Material Transfer, Transportation, and Processing services.
- f. Plan, design, and implement programs that address CIWMA transfer, processing, and diversion requirements.
- g. Educate the public as to Solid Waste, Diversion, and Recycling matters.
- h. Provide for or enter into agreements to provide for financial, engineering, legal, audit, and any other professional services supporting any of the SBWMA's programs including, but not limited to, Solid Waste, Recyclable Material, and Plant Material Transfer, Transport, and Processing Facility operations and Disposal. Such agreements can be made with any Person, including any Member.
- i. Apply for, accept, and receive grants, gifts, donations, advances, and contributions.

- j. Hire agents and employees.
- k. Sue and be sued in its own name.
- l. Incur and discharge debts, liabilities, and obligations.
- m. Issue bonds or notes and associated covenants, for designated purposes, subject to the provisions and limitations of the California Government Code.
- n. Issue and receive loans.
- o. Establish rates and fees at Solid Waste, Recyclable Material, and Plant Material Transfer, Transport, and Processing Facilities.
- p. Require Members to pass-through the cost of the SBWMA's operations to the rates assessed on Facility users.
- q. Adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement.
- r. Enter into Franchise Agreements for use of the Transfer Station and payment of a Franchise fee.
- s. Require Members to direct all of their Solid Waste, Recyclable Materials, and Plant Materials generated and Collected by Collectors within their respective boundaries to the Facilities, except as provided in Exhibit D hereto, Sections 2.08 and 2.09.

7.2 Pursuant to California Government Code §6509, these powers are subject to the restrictions applicable to the County of San Mateo, so long as the County of San Mateo remains a Member. Should the County of San Mateo withdraw, the Members shall, at that time, designate another Member as required by California Government Code §6509.

~~7.1.17.3~~ The following powers require the approval of two-thirds of the Members as would be required under Article 17 for an amendment to this JPA Agreement:

- a. Acquisition of real property
- b. Disposal or transfer of any interest in real property
- c. Entering into or amending Franchise Agreements for the operation of the Facilities
- d. Issuance of bonds or notes, or the refinance of such bonds or notes.

## ARTICLE 8. GOVERNANCE

**8.1 Board of Directors.** The SBWMA shall be governed and administered by a Board of Directors composed of one Director from each Member. The Board shall exercise all powers and authority on behalf of the SBWMA. Each Member must select its Director ~~or~~ and an the Alternate Director's ~~designee~~ alternate from among the Member agency's elected governing body

**8.2 Tenure.** Each Director shall hold office from the first meeting of the Board after appointment by the Member until his or her successor is selected by the Member or until the Director no longer serves on the Member's governing body.

**8.3 Compensation.** Directors shall receive no compensation from the SBWMA for serving on the Board. The SBWMA may reimburse Directors for reasonable expenses necessarily incurred on the Board's behalf, with prior approval of the Board.

**8.4 Member Mergers.** If any Member merges with another public entity, the successor public entity shall have one (1) Director position on the Board.

**8.5 Chair.** The Board shall annually select a Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who shall serve without compensation at the pleasure of

the Board. The duties of the Chair include, but are not limited to the following:

- a. Conducting Board meetings;
- b. Reviewing and setting meeting agendas with the Executive Director; and
- c. Signing any and all SBWMA official documents.

**8.6 Vice Chair.** The Board shall annually select a Vice Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who serves without compensation at the pleasure of the Board. The Vice Chair shall act in the absence of the Chair, with full powers of the Chair.

~~**8.7 Finance Director.** The Board shall select, by a vote taken in accordance with Section 10.8 of this Agreement, a Finance Director from one of the Members to be Finance Director for the SBWMA, who serves at the pleasure of the Board. The duties of the Finance Director include, but are not limited to the following, all in accordance with prudent financial management and California law, including but not limited to California Government Code §6505 et seq.:~~

- ~~a. Reports to the Chair on any and all SBWMA financial matters.~~
- ~~b. Serves as the SBWMA's treasurer and controller.~~
- ~~c. Receives and accounts for any and all SBWMA revenues.~~
- ~~d. Makes any and all SBWMA investments using sound and prudent investment practices.~~
- ~~e. Disburses and accounts for any and all SBWMA funds.~~
- ~~f. Issues or causes to be issued all Revenue Bond payments, according to the payment schedule as part of the Revenue Bonds.~~
- ~~g. Maintains any and all reserves, as may be required by the Revenue Bonds or any other instruments.~~
- ~~h. Prepares within one hundred twenty (120) days after the close of each Fiscal Year, an annual financial report reflecting SBWMA financial activity, including activity associated with the operations of the Facilities, whether such operation is performed by the SBWMA directly or is contracted.~~
- ~~i. Prepares other financial statements and reports for the SBWMA as needed.~~
- ~~j. Causes the annual financial report to be audited by an independent Certified Public Accountant (CPA) currently licensed to practice in the State of California.~~
- ~~k. Presents the audit report, including the associated management letter, to the Board at the first scheduled Board meeting subsequent to the release of the audit report.~~

**8.78 Other Officers.** The Board may create or eliminate other officers not specifically mentioned in Sections 8.5-8.6 of this Agreement from time to time; as the Board deems necessary, upon majority vote. Such officers shall serve without compensation.

**8.89 Employee Status.** None of the officers, agents, or employees employed or hired by the SBWMA shall by reason thereof become officers, agents, or employees of any Member. The SBWMA may contract with any Member for any services, upon a vote in accordance with Section 10.8 of this Agreement; however, none of the Persons whose services are supplied by a Member shall by reason thereof become an employee of the SBWMA.

~~**8.910 Executive Director.** The position of Executive Director is created. The Executive Director is appointed by the Board and serves at the will of the Board. The duties of the Executive ~~director~~ Director include, but are not limited to the following:~~

- a. ~~Administers~~ Causing any and all meeting agendas, ~~including to be prepared in~~ compliance with noticing requirements ~~and meeting locations~~ as provided under California Government Code §54950-54962 (Brown Act).
- b. ~~Causes~~ Causing accurate minutes and records to be taken of all meetings in accordance with California law, including but not limited to California Government Code §54957.2 et seq.
- c. ~~Has authority to a~~Appointing, ~~remove~~ing, ~~promote~~ing, ~~demote~~ing, ~~supervise~~ing, and ~~determine~~ing compensation of any and all SBWMA employees in accordance with Board approved salary ranges.
- d. ~~Manages~~ing any and all SBWMA contracts or agreements, ~~including but not limited to, the Facilities operating agreement.~~
- e. ~~Approves~~ing any and all SBWMA payments in conformance with Board approved appropriations.
- f. ~~Attends~~ing all Board meetings.
- g. ~~Prepares~~ing and ~~submits~~ing to the Board an annual budget.
- h. ~~Performs~~ing such other duties as the Board shall require.

**8.910.1** The Executive Director shall be bonded with a corporate surety to be approved by the Board.

**8.910.2** The Executive Director shall receive such compensation as the Board shall from time to time determine.

## ARTICLE 9. VACANCIES

**9.1 Director Vacancies.** Should a vacancy occur on the Board ~~due to the separation from service by a Director from a Member, the person who is acting in the capacity of the former Director with the Member shall,~~ the Member's Alternate Director shall continue to temporarily assume the duties of the former Director until such time as the Member appoints a permanent Director. ~~Such temporary Director~~ During the temporary period, the Alternate Director shall have the full powers and authority of a ~~permanent~~ Director.

**9.2 Officer Vacancies.** Should a vacancy occur among any officer authorized in Article 8 of this Agreement, the Board shall elect a new officer at its next scheduled Board meeting.

## ARTICLE 10. MEETINGS

**10.1 Regular Meetings.** The Board shall schedule by Resolution regular monthly meetings during each Fiscal Year.

**10.2 Special Meetings.** Special meetings of the Board may be called in accordance with provisions of the California Government Code §54956.

**10.3 Notice of Meetings.** All meetings of the Board shall be held subject to the provisions of California Government Code §54950-54962 (Brown Act) and other applicable laws of the State of California.

**10.4 Meeting Location.** All meetings of the Board must be held within the Service Area at a location determined by the Chair, except that the Board may hold a special meeting outside the Service Area upon an affirmative vote in accordance with Section 10.8 of this Agreement.

**10.5 Minutes.** ~~The Chair shall cause the taking and keeping of m~~Minutes of all Board meetings shall be prepared and thereafter approved by the Board at a subsequent Board meeting.

Promptly after each meeting, the Chair shall cause a copy of the minutes to be forwarded to each Director, either electronically or in paper form.

**10.6 Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business of the Board, except that Directors constituting less than a quorum may adjourn any meeting.

**10.7 Voting Rights.** Each Member is entitled to cast one vote on any matter presented to the Board for a vote.

**10.8 Voting Requirement.** The vote of two thirds (2/3) of the Directors present shall constitute the act of the Board, unless otherwise provided in this Agreement.

**10.9 Conduct of Meetings.** Meetings of the Board shall be conducted by the Chair, or in the Chair's absence by the Vice Chair. In the absence of both the Chair and the Vice Chair, meetings shall be conducted by the Director in attendance who represents the largest Member by, with the largest population.

## ARTICLE 11. BYLAWS

**11.1 Bylaws.** The Board from time to time may adopt and amend bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are necessary and appropriate in order to carry out the SBWMA's purpose.

## ARTICLE 12. FUNDING

**12.1 Debts and Liabilities.** The SBWMA's debts, liabilities, and obligations shall not be debts, liabilities, or obligations of any of the Members, and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

**12.2 SBWMA Activities.** Unless otherwise authorized by the Board, all costs associated with SBWMA activities shall be paid by the Facilities' users. The SBWMA shall be solely responsible for determining the amount of any charge to recover these pass-through costs. The Members hereby agree to pass any such charge as approved by the SBWMA, to users as part of the Solid Waste, Recyclable Material, and Plant Material and Transfer and Transport and Processing rate, without reduction, limitation, offset or adjustment of any kind.

**12.3 SBWMA Records and Accounts.** The Executive Director shall appoint an SBWMA employee to serve as Treasurer. ~~The Finance Director~~ Treasurer shall maintain accurate and correct books of account showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers for SBWMA financial transactions. The Treasurer shall:

- a. Report to the Board on any and all SBWMA financial matters
- b. Serve as the SBWMA's treasurer and controller.
- c. Receive and account for any and all SBWMA revenues.
- d. Make any and all SBWMA investments as directed by the Board using sound and prudent investment practices.
- e. Disburse and account for any and all SBWMA funds.
- f. Issue or cause to be issued all Revenue Bond payments, according to the payment schedule as part of the Revenue Bonds.
- g. Maintain any and all reserves, as may be required by the Revenue Bonds or any other instruments.
- h. Prepare, within one hundred twenty (120) days after the close of each

Fiscal Year, an annual financial report reflecting SBWMA financial activity, including activity associated with the operations of the Facilities, whether such operation is performed by the SBWMA directly or is contracted.

- i. Prepare other financial statements and reports for the SBWMA, as needed.
- j. Cause the annual financial report to be audited by an independent Certified Public Accountant (CPA) currently licensed to practice in the State of California.
- k. Present the annual audit report, including the associated management letter, to the Board at the first scheduled Board meeting subsequent to the release of the annual audit report.

**12.4 Facilities Records and Accounts.** The ~~Finance Director~~ Treasurer shall maintain or cause to be maintained accurate and correct books of account of the Facilities' operations showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers.

**12.5 Revenue Bond Payments.** The revenue stream pledged to the Revenue Bonds may in no way be used for any purpose other than to make payment on the indebtedness associated with those bonds. Such revenues are not in any way considered revenues to the ~~Agencies~~ Members and may not be used for any other purpose unless and until such Revenue Bonds are defeased or repaid in full.

**12.6 Franchise Fee Payments.** Monthly, SBWMA shall distribute to the City of San Carlos, from funds received from Contractor, one twelfth (1/12th) of the annual franchise fee agreed to by the SBWMA and the City of San Carlos for the operation of the Facilities.

**12.7 Priority of Distribution of Funds Received by SBWMA.** Monthly, the SBWMA shall receive funds from the Contractor of the Facilities under Section 6.04 of the Agreement for the Operation of the South Bayside Waste Management Authority's Transfer Station and Recyclery. The SBWMA shall distribute the funds received in accordance with the following priority:

- a. Debt Service Payments.
- b. Contributions to Reserves.
- c. Management Costs.
- d. Payment of Franchise Fees to the City of San Carlos.
- e. Such other distribution as authorized by the Board.

### **ARTICLE 13. SBWMA ADMINISTRATION POWERS**

**131 Assertion of Authority.** The Members shall not engage in any action that would duplicate, circumvent, by-pass, or supersede the SBWMA's powers, as expressed in this Agreement.

**13.2 Facility Operator.** The Members agree that the SBWMA shall have sole authority to operate or contract for the operation of the Facilities, and have sole authority to direct the delivery of all or a portion of each Member's Solid Waste, Recyclable Material, and Plant Material to the Facilities, except as provided in Exhibit D hereto. No Member shall take any action in any manner inconsistent with the terms of this Agreement.

**13.3 Operating Records.** The SBWMA will cause the Facilities' ~~C~~contractor to maintain accurate, timely, and complete records of operations at the Facilities, as necessary to

comply with any CIWMA or other State requirements, or this Agreement.

**13.4 Operations Reporting.** The SBWMA shall cause the Facilities' Contractor to compile information and report on any of its Facilities operations, in accordance with the CIWMA and this Agreement.

**13.5 Solid Waste Reporting.** The SBWMA shall cause the Facilities' Contractor to compile and report to the CIWMA and other State of California agencies data on Solid Waste accepted at the Facilities, all on behalf of the Members.

**13.6 Require Compliance With Laws.** The SBWMA shall require the Facilities Contractor to operate said Facilities in compliance with all Federal, State, and local laws, Environmental Laws, guidelines, and regulations, as may exist, or as may exist from time to time.

**13.7 Bond Payment Review.** The SBWMA shall at least annually review the Revenue Bond payment history and payment projections to the end of bond repayment.

**13.8 Bond Management.** The SBWMA shall periodically consider defeasing the Revenue Bonds and refinancing any existing debt to the economic benefit of the Members, as market conditions allow.

**13.9 Bond Reserves.** The SBWMA shall maintain at least the minimum reserve fund requirements specified in the Revenue Bond covenants.

**13.10 Asset Reserves.** The SBWMA shall establish and maintain an asset replacement reserve fund at a level at least adequate to finance appropriate and ordinary asset replacement at the Facilities.

**13.11 Annual Inspection.** At least annually, the SBWMA shall inspect or cause to be inspected by a qualified and licensed civil engineer all of its Facilities including all property, land, equipment, and other items owned by the SBWMA.

**13.12 Attributing Solid Waste.** The SBWMA shall establish a fair and equitable method of attributing Solid Waste, Recyclable Materials, and Plant Materials to the Members that are delivered to the Facilities.

**13.13 Miscellaneous.** The SBWMA may operate programs, conduct analyses, and perform studies from time to time, all in support of the purposes under this Agreement, as the Board so approves.

**13.14 Member Cooperation.** Members agree to cooperate in the accumulation of information supporting goals approved by the Board, as provided in this Agreement.

#### **ARTICLE 14. PENALTIES**

**14.1 Apportionment of Penalties.** Any penalties assessed by regulatory authorities against the SBWMA shall be paid by the SBWMA.

#### **ARTICLE 15. WITHDRAWAL FROM SBWMA**

**15.1 Withdrawal Conditions.** A Member may not withdraw from the SBWMA unless and until that Member achieves the following:

- a. The liquidation in full of its proportion of any and all existing debts obligations, and liabilities incurred, earned, or expected to be earned by the date of withdrawal, including but not limited to the Revenue Bonds, as determined by the Board.
- b. The provision to the SBWMA of a written notice of intent to withdraw from the SBWMA at least six (6) months prior to the end of the current Rate Year,



specifying the date on which the Member intends to withdraw.

- c. The approval of such withdrawal by a four fifths (4/5) affirmative vote of Equity Members.

## ARTICLE 16. TERMINATION

**16.1 Termination Requirements.** This Agreement may only be terminated by consent of all Equity Members, and upon full and complete liquidation of all liabilities, including, but not limited to, the Revenue Bonds. Upon the date of termination (hereinafter "Termination Date"), payment of any and all obligations and division of any and all assets of the SBWMA shall be conducted subject to the then-applicable requirements of the law (currently California Government Code §6511 et seq.), pursuant to the following:

- a. In the event of termination of the SBWMA where there is a successor public entity that will conduct all of the activities of the SBWMA and will assume all of its obligations, any and all SBWMA assets and liabilities remaining upon termination of the SBWMA shall be transferred to the successor public agency.
- b. If there is no successor public agency that would conduct the SBWMA's activities, all assets and liabilities shall be apportioned to each Member in proportion to the contribution of each current Member's ratepayers' total contribution during the Term of this Agreement. A reference to ratepayers' contribution means payment of Collection fees under each ~~jurisdiction's~~ Member's respective Uniform Franchise Agreement.
- c. If there is a successor public agency that would conduct some of the SBWMA's activities, then the Board shall allocate the SBWMA's assets and liabilities between the successor public agency and the Members. In this case, the Members' portion of the allocation shall be allocated based on Section 16.1(b).
- d. In the event the SBWMA is terminated under circumstances falling within (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to the Members or any successor shall be final.
- e. The obligations of the SBWMA terminate on the Termination Date, and each Member shall pay all amounts owed to the SBWMA prior to that date. In the event of default by a Member with regard to payment of amounts due, the obligation to pay all sums due to the SBWMA shall survive and remain in full force after the Termination Date.
- f. By unanimous agreement of Equity Members, Equity Members may dispose of, divide, distribute, or return assets on a basis different from that established in this Section 16.1.

## ARTICLE 17. AMENDMENTS

**17.1 Amendment Requirements.** Subject to all legal obligations of the SBWMA, this Agreement may be amended by one or more supplemental agreements executed by a vote of two thirds (2/3) of all Equity and Non-Equity Members of the SBWMA.

**17.2 Signature Requirements.** Signatures shall not be required on any effective amendment by those Members, if any, whose Directors did not approve the amendment; however, such Members shall nonetheless be bound by the amendment as if it were approved by

all Members.

#### **ARTICLE 18. FILINGS**

**18.1 Filing with Secretary of State.** The Chair shall cause to be filed all required notices with the California Secretary of State, in accordance with California Government Codes §6503.5 and 53051.

#### **ARTICLE 19. NOTICES**

**19.1 Notices to Agencies Members.** All notices to the Agencies Members shall be deemed to have been given to the Agencies Members when mailed, postage prepaid by United States mail, or when hand delivered to the governing body of each Agency Member during usual business hours at the principal office, or to the person apparently in charge of that office.

**19.2 Notices to SBWMA.** All notices to the SBWMA shall be deemed to have been given to the SBWMA when mailed postage prepaid by United States mail, or when hand delivered to each of the Chair, Vice Chair, and Executive Director of the SBWMA during usual business hours at the principal office, or to the Person apparently in charge of that office

#### **ARTICLE 20. SUCCESSORS AND ASSIGNMENTS**

**20.1 Assignments.** This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member. No Member may assign any right or obligation hereunder without the written consent of all other Members.

#### **ARTICLE 21. SEVERABILITY**

**21.1 Severability.** If any provision of this Agreement or its application to any Person or circumstances is held invalid or illegal by a final judgment of a court of law in the State of California, the remainder of this Agreement and the application of the provisions to other Persons or circumstances shall not be affected.

#### **ARTICLE 22. ARTICLE HEADINGS**

**22.1 Headings.** All sections headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

**THEREFORE THE AGENCIES LISTED IN EXHIBITS A AND B HERETO AND EXECUTING THIS AGREEMENT BY SIGNING EITHER AS AN EQUITY MEMBER IN EXHIBIT A OR NON-EQUITY MEMBER IN EXHIBIT B HEREBY ENTER INTO THIS AGREEMENT.**

**EXHIBIT A  
EQUITY MEMBERS**

TOWN OF ATHERTON

\_\_\_\_\_  
BY:  
TITLE:

CITY OF BURLINGAME

\_\_\_\_\_  
BY:  
TITLE:

CITY OF FOSTER CITY

\_\_\_\_\_  
BY:  
TITLE:

CITY OF MENLO PARK

\_\_\_\_\_  
BY:  
TITLE:

CITY OF SAN CARLOS

\_\_\_\_\_  
BY:  
TITLE:

WEST BAY SANITARY DISTRICT

\_\_\_\_\_  
BY:  
TITLE:

CITY OF BELMONT

\_\_\_\_\_  
BY:  
TITLE:

CITY OF EAST PALO ALTO

\_\_\_\_\_  
BY:  
TITLE:

TOWN OF HILLSBOROUGH

\_\_\_\_\_  
BY:  
TITLE:

CITY OF REDWOOD CITY

\_\_\_\_\_  
BY:  
TITLE:

CITY OF SAN MATEO

\_\_\_\_\_  
BY:  
TITLE:

COUNTY OF SAN MATEO

\_\_\_\_\_  
BY:  
TITLE:

**EXHIBIT B**  
**NON-EQUITY MEMBERS**

**NONE**

## **EXHIBIT C DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified below in this Exhibit C.

### **Act**

"Act" means the California Joint Exercise of Powers Act (California Government Code §6500 et. seq.).

### ~~Agency/Agencies~~

~~"Agency/Agencies" means the public entities which are or have been Members of the SBTSA and/or the SBWMA.~~

### **Agreement**

"Agreement" means this joint exercise of powers agreement, as it may be amended from time to time.

### **Board**

"Board" means the governing Board of Directors of the SBWMA, comprising one Director from each of the Members, as described in Article 8 of this Agreement.

### **Chair**

"Chair" means the SBWMA Chair of the Board, as described in Section 8.5 of this Agreement.

### **CIWMA**

"CIWMA" means the California Integrated Waste Management Act of 1989 (California Public Resources Code §40000 et seq.), and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

### **CIWMA Board**

"CIWMA" means the California Integrated Waste Management Board, created under the provisions of the CIWMA, whose duties include implementing the CIWMA.

### **Collect/Collection**

"Collect/Collection" means to take physical possession, transport and remove Solid Waste, Recyclable Materials, and Plant Materials within and from the Service Area.

### **Collector**

"Collector" means a private organization which holds a franchise from an Agency for Solid Waste Collection.

### **Contractor**

"Contractor" shall mean the entity the SBWMA contracts with to operate the Facilities.

### **County**

"County" means the County of San Mateo, California

#### Director

“Director” means the appointed representative from each Member who serves on the governing Board of Directors.

#### Disposal

“Disposal” means the ultimate disposition of Solid Waste received by Collector at a landfill in Full Regulatory Compliance.

#### Diversion

“Diversion” means the separation of materials from the overall Solid Waste stream and whose disposition is for reuse or Recycling and not landfill disposal.

#### Effective Date

“Effective Date” means the effective date of on which this Agreement, ~~which is December 9, 1999~~ is executed by two-thirds (2/3) of the Equity Members, as provided in Section 4.1.

#### Environmental Laws

“Environmental Laws” means all federal and state statutes; and all county, local, and Agency ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6902 et seq.; the Federal Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §1601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; the California Integrated Waste Management Act, California Public Resources Code §40000 et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

#### Executive Director

“Executive Director” means the person appointed by the Board as the executive officer and director of the SBWMA.

#### Facility/Facilities

“Facility/Facilities” means any plant or site, existing or planned, owned or leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement. As of the Effective Date, the Facilities are the San Carlos Transfer Station and the San Mateo Recyclery, located at 225, 229, and 333 Shoreway Road, in San Carlos, California.

#### Fiscal Year

“Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

#### Founding Member

“Founding Member” means any one of the public entities listed in Exhibit A and B attached hereto.

#### Franchise

“Franchise” means the special right granted by the Agencies to operate a public utility for Solid Waste Collection and Processing services within the Service Area.

#### Full Regulatory Compliance

“Full Regulatory Compliance” means compliance with all applicable permits for a Facility such that the Contractor will at all times maintain the ability to fully comply with its obligations under this Agreement.

#### Legislation

“Legislation” means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may hereafter be adopted which constitutes law or regulation.

#### Member

“Member” means any one of the public entities listed in Exhibit A (Equity Members) or Exhibit B (Non-Equity Members) attached hereto, and any public entity that becomes a New Member in accordance with Section 6.3 of this Agreement.

#### Person

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, special purpose district, town, city, county, state, or the United States.

#### Plant Materials

“Plant Materials” means a subset of Recyclable Materials consisting of grass cuttings, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six [6] inches in diameter), and similar organic materials generated at residential, commercial, industrial, and institutional properties within the Service Area, separated and set out for Collection, processing, and Recycling. Plant Materials does not include materials not normally produced from gardens or landscapes, such as, but not limited to, palm fronds, brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, and oil. Diseased plants and trees are also excluded from Plant Materials.

#### Process/Processing

“Process/Processing” means the Recycling, reuse, reformation, reconstituting, or otherwise manipulation of Solid Waste in preparation for its ultimate use or disposal.

#### Rate Year

“Rate Year” means the period commencing on January 1 and ending on the following December 31.

#### Recyclable Materials

“Recyclable Materials” means discarded materials that are re-used, re-manufactured, or processed.

#### Recycling

“Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting discarded materials which meet the quality standards necessary to be re-used, re-manufactured, or processed. The Collection, transportation, or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

#### Revenue Bonds

“Revenue Bonds” means ~~those certain revenue bonds titled “South Bayside Waste Management Authority (San Mateo County, California) Solid Waste System Revenue Bonds, Series 2000,” and issued in the amount of \$20,090,000 on March 1, 2000.~~ Enterprise Revenue Bonds issued to finance or refinance costs of improvements to the Facilities and related costs. As of the execution of the Third Amendment and Restatement of this Agreement, the two most recent of these issuances, which were simultaneously approved, were known as the South Bayside Waste Management Authority Solid Waste Enterprise Refunding Revenue Bonds, Series 2019A and the South Bayside Waste Management Authority Solid Waste Enterprise Bonds, Series 2019B.

#### SBWMA

“SBWMA” means the South Bayside Waste Management Authority, a joint powers authority created under Government Code §6500 et seq. by this Agreement.

#### SBTSA

“SBTSA” means the South Bayside Transfer Station Authority, a joint powers authority created in 1982.

#### Service Area

“Service Area” means the collective territory within, and, if applicable, outside the Member's boundaries with respect to which the Member exercises franchising authority for the Collection of Solid Waste, Recyclable Materials, and Plant Materials which territory is shown on a map on file in the office of the Chair, to which reference is hereby made for the description of said area.

#### Solid Waste

“Solid Waste” means all putrescible and nonputrescible solid, semisolid, and liquid wastes, as defined in California Public Resources Code §40191, as that section may be amended from time to time. For the purposes of this Agreement, solid Waste does not include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive waste, medical waste, Recyclable Materials, or Plant Materials.

#### Term

“Term” means the period of time specified in Article 4 of this Agreement.

#### Transfer

“Transfer” means the process of transferring Solid Waste from collection vehicles to transfer vehicles.



### Transport

“Transport” means the transportation of Solid Waste in either collection or transfer vehicles.

### Uniform Franchise Agreement

“Uniform Franchise Agreement” means the franchise agreement negotiated by the SBWMA with a selected contractor, for the Collection of Solid Waste, Recyclable Materials, and Plant Materials in each Agency, as amended. At the time of the Third Amendment and Restatement of this Agreement, the contractor was Recology San Mateo.

## EXHIBIT D

### EXCEPTIONS TO THE SBWMA POWER TO DIRECT MEMBERS' SOLID WASTE, RECYCLABLE MATERIALS, AND PLANT MATERIALS TO THE FACILITIES

The following sections are excerpts from the Uniform Collection Agreement adopted by SBWMA member entities and details the exceptions to the SBWMA's power to direct Members' Solid Waste, Recyclable Materials, and Plant Materials to the Facilities:

**2.07 Scope of Franchise.** Subject to Section 2.08, the Franchise granted to Contractor shall be exclusive for all Solid Waste, residential Recyclable Materials and residential Plant Materials generated in the Service Area, except where otherwise precluded by Federal, State and local laws and regulations or where other current programs provide for Collection and handling of Household Hazardous Waste.

**2.08 Limitations to Scope.** The Agreement for the Collection, transportation, processing, and Disposal of Solid Waste, residential Recyclable Materials, and residential Plant Materials granted to Contractor shall be exclusive except as to the following materials listed in this Section. The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials and Plant Materials listed below from being delivered to and Collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from Agency which is otherwise required by law:

- a. Other recyclers shall maintain the right to charge a fee, to Collect without a fee, to accept donated Recyclable Materials and to pay the service recipient for Recyclable Materials for the Collection of Source Separated Recyclable Materials and Plant Materials from commercial, industrial, multi-family and institutional generators located in the Service Area. For the purposes of this Agreement, Source Separated loads are loads that consist of less than 10% by weight or volume of Solid Waste, whichever is less. It will be the responsibility of Contractor to provide enforcement of this provision. If Contractor can document that other recyclers are servicing Collection Containers that contain less than 90% Source Separated Recyclable Materials or Plant Materials, it shall report the location and the name of the recycler to the Agency and the SBWMA, along with Contractor's evidence of the violation of the exclusiveness of this Agreement
- b. Solid Waste, Recyclable Materials, and Plant Materials, which are removed from any Premises by the Waste Generator, and which are transported personally by the Owner or occupant of such Premises (or by his or her employees or a contractor whose removal of the Solid Waste, Recyclable Materials and/or Plant Materials are incidental to the service being performed.
- c. Recyclable Materials and Plant Materials which are Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable

- organizations;
- d. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;
  - e. Plant Materials removed from a Premises by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service and for no additional or separate fee;
  - f. Non-putrescible Waste from roll-off/debris boxes;
  - g. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
  - h. By-products of sewage treatment, including sludge, sludge as grit and screenings; and,
  - i. Hazardous Waste and Designated Waste regardless of its source.

This grant to Contractor of an exclusive right and privilege to Collect, transport, or process and dispose of Solid Waste, certain residential Recyclable Materials, and certain residential Plant Materials shall be interpreted to be consistent with state and federal laws, now and during the term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future interpretations of current law or new laws, regulations, interpretations or trends limit the ability of Agency to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that Agency shall not be responsible for any lost profits or losses claimed by Contractor to arise out or limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

## **2.09 Additional Services and Modifications to Service.**

**2.09.1 General.** Agency may direct Contractor to perform additional services (including new diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, targeted routing, different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which Agency may direct. Contractor shall be entitled to an adjustment in its compensation in accordance with Article 6 for providing such additional or modified services.

**2.09.2 New Diversion Programs.** Contractor shall present; within 30 days of a request to do so by Agency, a proposal to provide additional or expanded diversion services. At a minimum, the proposal shall contain a complete description of the following:

- a. Collection methodology to be employed (equipment, manpower, etc.).
- b. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- c. Labor requirements (number of employees by classification).
- d. Type of materials containers to be utilized.
- e. Provision for program publicity/education/marketing.

- f. Estimate of the tonnage to be diverted and the methodology for determining that diverted tonnage.
- g. Five-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

**2.09.3 Agency's Right to Permit Others to Provide Services.** Contractor acknowledges and agrees that Agency may permit other Persons besides Contractor to provide additional Solid Waste services not otherwise contemplated under Section 2.07 and 2.08 of this Agreement. If Contractor and Agency cannot agree on terms and conditions of such services in one hundred twenty (120) days from the date when Agency first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that Agency may permit Persons other than Contractor to provide such services.



## STAFF REPORT

### City Council

Meeting Date:

5/25/2021

Staff Report Number:

21-107-CC

Consent Calendar:

**Receive and file the general fund operations report for the quarter ended March 31, 2021**

### Recommendation

City staff recommends that City Council receive and file the general fund operations report for the quarter ended March 31, 2021.

### Policy Issues

City Council adopts an annual budget in advance of each fiscal year, and City staff transmit periodic financial updates on the general fund.

### Background

At their June 16 meeting, City Council adopted a balanced budget reflecting expenditure reductions totaling \$14.08 million compared to the prior year. The adopted budget considered the best information available to City staff at the time and embraced the budgetary principle that Menlo Park must balance its budget for fiscal year 2020-21 the way residents are required to balance their household budgets. City Council authorized minimal use of reserves for economic uncertainty in fiscal year 2020-21. In November 2020 and again in January 2021, City Council amended the budget, incorporating new information about revenues and reactivating some services, particularly in the community development department.

### Analysis

The City's financial position is detailed in Attachment A and summarized below:

- For the quarter ended March 31, 2021, the City's finances demonstrated a significant decline in revenue compared to the same period in the prior year as anticipated in the budget. Due to the substantial reduction in expenditures, revenues slightly exceeded expenditures through the end of the quarter.
- For the balance of fiscal year 2020-21, City staff forecast that the amended budget will remain balanced with some additional capacity for additional expenditures should City Council direct service enhancements.

### Impact on City Resources

There is no impact on City resources.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Hyperlink – General fund financial update for the quarter ended March 31, 2021:  
[stories.opengov.com/menlopark/published/8a\\_Kq6vFF](https://stories.opengov.com/menlopark/published/8a_Kq6vFF)

Report prepared by:  
Dan Jacobson, Assistant Administrative Services Director



## STAFF REPORT

### City Council

Meeting Date:

5/25/2021

Staff Report Number:

21-111-CC

### Consent Calendar:

**Authorize the city manager to execute an agreement with the County of San Mateo for continued provision of animal control services for a five-year term beginning July 1, 2021**

### Recommendation

Staff recommends that the City Council authorize the city manager to execute an agreement with the County of San Mateo (the County) for continued provision of animal control services for a five-year term beginning July 1, 2021, and directs the city manager to execute the agreement.

### Policy Issues

On May 6, 2014, the City Council unanimously approved the memorandum of agreement regarding cost sharing for construction of a new County-owned animal care shelter with the added condition that the City look into other service providers as the Silicon Valley Animal Control Authority (SVACA), the City of Palo Alto, or others that offer the same or better service.

The animal control contract (Attachment A) before the City Council tonight was developed in concept and reviewed by a working group of county managers, city managers' and other interested city participants (for example some police departments' personnel.) The San Mateo County City Manager's Association (SMCCMA) has also established a standing committee to do an in-depth review of the contracts, performance audits, cost sharing formulas, and strategic direction for provision of countywide animal control services. The SMCCMA committee was directly involved with the County during contract negotiations and had a seat at the table with Peninsula Humane Society & SPCA (PHS) and the County negotiating the final outcome.

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

### Background

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

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

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

**Analysis**

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

On March 4, 2021, the proposals were evaluated by a review committee comprised of nine reviewers including a deputy county manager, a San Mateo County fiscal officer, five reviewers from various San Mateo Cities, and subject matter experts from Los Angeles and San Bernardino. The evaluation determined that both proposals were acceptable, however, PHS scored higher overall.

Contract negotiations with PHS started March 24. The negotiating team included the county manager, County Counsel, the County animal control manager, and six City representatives. The contract has been presented to each City as a total package, with no discretion for contract modification by any of the individual Cities. Negotiations were amicably concluded April 3, 2021, with the following agreements:

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

Amount: \$32,548,989.91

Table 1						
	Year 1 budget	Year 2 budget	Year 3 budget	Year 4 budget	Year 5 budget	Grand
Budget category	Total	Total	Total	Total	Total	Total
Personnel	\$3,432,241	\$3,529,662	\$3,635,552	\$3,744,618	\$3,856,957	\$18,199,031
Fringe	\$1,120,627	\$1,152,435	\$1,187,008	\$1,222,618	\$1,259,296	\$5,941,983
Operating expenses	\$1,139,500	\$1,162,290	\$1,185,536	\$1,209,247	\$1,233,431	\$5,930,004
Equipment	\$78,200	\$79,764	\$81,359	\$82,986	\$90,058	\$412,368
Subcontracts	\$387,080	\$373,222	\$379,486	\$385,876	\$392,393	\$1,918,057
Other costs	\$31,643	\$30,108	\$30,515	\$28,679	\$26,602	\$147,547
<b>Total expenditures</b>	<b>\$6,189,291</b>	<b>\$6,327,480</b>	<b>\$6,499,456</b>	<b>\$6,674,024</b>	<b>\$6,858,739</b>	<b>\$32,548,990</b>

**Impact on City Resources**

Costs for the County animal services agreement are already included in the police department’s annual operating budget. Staff has included appropriate funding in the proposed budget for fiscal year 2021-22.

The City of Menlo Park share of the total contract in fiscal year 21-22 is 4.59 percent with the City’s percentage share (and the share for all cities) being revisited annually. The number of service calls and sheltering animals generated by each city is tracked, and the average of the last three years’ data is used to set the upcoming



year's costs for member cities and for the County. Each city's (and unincorporated County) three-year average usage data is weighted 41 percent for field services and 59 percent for shelter services.

Fiscal year	Amount
2021-22	\$284,088
2022-23	\$290,431
2023-24	\$298,325
2024-25	\$306,338
2025-26	\$314,816

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061 (b)(3) as it will not result in any direct or indirect physical change in the environment.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

- A. Animal control agreement

Report prepared by: David Norris  
Chief of Police

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

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

**WITNESSETH**

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

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

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

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

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

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

**1. Exhibits and Attachments**

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

Exhibit A— Contract Areas

Exhibit B— Proportionate Share of Cost

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

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

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

**2. Definitions**

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

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

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

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

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

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

### 3. **Each City's Responsibilities**

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

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

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

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

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

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

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

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

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

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

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

the rates and in the manner specified below.

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

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

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

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

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

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

**4. County Responsibilities**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**5. General Provisions**

5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.

5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society and SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

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

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

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

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

5.3 **Animal Shelter.**

The Parties acknowledge:

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

control services as set forth in Attachment 1.

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

5.4 **Facilities & Equipment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

In the case of County, to:

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

Address: 225-37<sup>th</sup> Avenue San Mateo, CA 94403

Telephone: 650.573.2623

Email: lmorton-feazell@smcgov.org

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

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

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

Dated: \_\_\_\_\_

**COUNTY OF SAN MATEO**

\_\_\_\_\_  
President, Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF ATHERTON**

\_\_\_\_\_  
Town of Atherton, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BELMONT**

\_\_\_\_\_  
City of Belmont, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BRISBANE**

\_\_\_\_\_  
City of Brisbane, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BURLINGAME**

\_\_\_\_\_  
City of Burlingame, Clerk

\_\_\_\_\_  
By



Dated: \_\_\_\_\_

ATTEST:

**TOWN OF COLMA**

\_\_\_\_\_  
Town of Colma, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF DALY CITY**

\_\_\_\_\_  
City of Daly City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF EAST PALO ALTO**

\_\_\_\_\_  
City of East Palo Alto, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF FOSTER CITY**

\_\_\_\_\_  
City of Foster City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF HALF MOON BAY**

\_\_\_\_\_  
City of Half Moon Bay, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF HILLSBOROUGH**

\_\_\_\_\_  
Town of Hillsborough, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF MENLO PARK**

\_\_\_\_\_  
City of Menlo Park, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF MILLBRAE**

\_\_\_\_\_  
City of Millbrae, Clerk

\_\_\_\_\_  
By



Dated: \_\_\_\_\_

ATTEST:

**CITY OF PACIFICA**

\_\_\_\_\_  
City of Pacifica, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF PORTOLA VALLEY**

\_\_\_\_\_  
Town of Portola Valley, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF REDWOOD CITY**

\_\_\_\_\_  
City of Redwood City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN BRUNO**

\_\_\_\_\_  
City of San Bruno, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN CARLOS**

\_\_\_\_\_  
City of San Carlos, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN MATEO**

\_\_\_\_\_  
City of San Mateo, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SOUTH SAN FRANCISCO**

\_\_\_\_\_  
City of South San Francisco, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF WOODSIDE**

\_\_\_\_\_  
Town of Woodside, Clerk

\_\_\_\_\_  
By



**EXHIBIT A**

**CONTRACT AREAS**

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

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

**EXHIBIT B**  
**PROPORTIONATE SHARE OF COST**

FY 2021-22 Proportionate Share of Cost:

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

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

Agreement No. \_\_\_\_\_

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

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

\* \* \*

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

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

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

**1. Exhibits and Attachments**

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

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

**2. Services to be performed by Contractor**

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

**3. Payments**

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

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

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

**4. Term**

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

**5. Termination**

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

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

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

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

**6. Contract Materials**

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

**7. Relationship of Parties**

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

**8. Hold Harmless and Indemnification**

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

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

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

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

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

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

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

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

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

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

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

**11. Compliance With Laws**

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

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

**g. Reporting; Violation of Non-discrimination Provisions**

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

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



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

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

**h. Compliance with Living Wage Ordinance**

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

**13. Compliance with County Employee Jury Service Ordinance**

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

**14. Retention of Records; Right to Monitor and Audit**

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

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

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

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

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

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

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

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

**18. Electronic Signature**

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

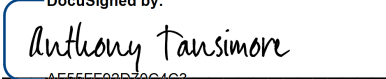
**19. Payment of Permits/Licenses**

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

\* \* \*

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

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

<p>DocuSigned by:    <small>AF66FF02B70C403...</small>          Contractor Signature</p>	<p>5/6/2021   4:03 PM PDT          Date</p>	<p>Anthony Tansimore          Contractor Name (please print)</p>
---	---	--

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Exhibit A

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

### **I. COMMON GOALS**

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

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

### **II. POLICIES AND PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. SHELTER SERVICES**

#### **A. Receiving animals**

**Contractor will:**

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

#### **B. Care of animals**

**Contractor will:**

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

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

**C. Owner-surrendered animals**

**Contractor will:**

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

**D. Identifying animals**

**Contractor will:**

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

**E. Evaluating animals**

**Contractor will:**

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



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

#### **F. Length of stay of animals**

##### **Contractor will:**

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

#### **G. Rabies testing/exposure**

##### **Contractor will:**

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

#### **H. Disposal of dead animals**

##### **Contractor will:**

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

#### **I. Transferring animals into County Shelter**

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

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

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

#### **J. Working with partner groups**

**Contractor will:**

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

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

**Contractor will:**

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

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

#### **L. Keeping County Shelter clean and disinfected**

**Contractor will:**

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

#### **M. Providing enrichment**

**Contractor will:**

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

**N. Euthanasia**

**Contractor will:**

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

**O. Owner-requested euthanasia**

**Contractor will:**

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

**P. Documentation**

**Contractor will:**

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

**Q. Adoption of animals**

**Contractor may:**

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

**Contractor will:**

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

## **IV. FIELD SERVICES**

### **A. Respond to field service calls**

#### **Contractor will:**

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

### **B. Priority for Field Activities**

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

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

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

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

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

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

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

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

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

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

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

7. Provide a master schedule for Animal Control staff.

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

**Contractor will:**

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

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

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

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

#### **D. Citations**

##### **Contractor will:**

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

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

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

#### **E. Impoundment of animals**

##### **Contractor will:**

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



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

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

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

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

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

#### **F. Transport of sick, injured animals**

**Contractor will:**

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

**G. Field euthanasia**

**Contractor will:**

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

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

**Contractor will:**

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

**I. Removal of dead animals**

**Contractor will:**

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

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

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

#### **J. Quarantine of animals**

##### **Contractor will:**

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

#### **K. Dispatch**

##### **Contractor will:**

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

## **V. VETERINARY MEDICAL SERVICES**

#### **A. Provide veterinary care for animals**

##### **Contractor will:**

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

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

#### **B. Veterinarian medical licensing/registration**

**Contractor will:**

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

#### **C. Medical examination, treatment, and medication**

**Contractor will:**

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

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

## VI. OPERATIONS

### A. Personnel

#### 1. Staffing

**Contractor will:**

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

#### 2. Contract Funding of Staff

**Contractor will:**

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

#### 3. Training

**Contractor will:**

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

#### 4. Volunteer Program

**Contractor will:**

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

#### **B. V.6.4. Vehicles**

##### 1. Acquiring /Replacement

**Contractor will:**

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

##### 2. Vehicle Maintenance and Repair

**Contractor will:**

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

#### **C. Procurement**

##### 1. Inventory

**Contractor will:**

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

2. Computer Hardware and Software

**Contractor will:**

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

b) Maintain an inventory of purchased hardware and software.

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

3. Operating Supplies

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

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

**D. Administration**

1. Financial systems

**Contractor will:**

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

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

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

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

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

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

## 2. Financial Audit & Operational Audit

### **Contractor will:**

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

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

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

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

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

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



### 3. Documentation

**Contractor will:**

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

### 4. Quality Improvement

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

## **E. Public services**

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

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

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

**Contractor will:**

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

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

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

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

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

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

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

**Contractor will:**

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

**G. Issuing licenses**

**Contractor will:**

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

## **H. Software**

### **Contractor will:**

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

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

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

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

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

## **I. Disaster response**

### **Contractor will:**

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

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

**J. Mutual Aid**

**Contractor will:**

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

**K. Recovery**

**Contractor will:**

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

**VII. REPORTING**

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

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

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

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

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



## VIII. PERFORMANCE MEASURES

### Incentive Performance Measures

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

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

### **Non-Incentive Performance Measures**

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

**Exhibit B**

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

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

**A. Budget**

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

**B. Incentive Money**

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

**C. Cost Overruns**

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

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

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

#### **D. Modifications to the Budget or Payments**

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

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

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

#### **E. Budget Monitoring and Exceptions**

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

#### **F. Method of Payment and Invoicing**

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

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

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

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

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

a) Invoices are to be sent to:

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

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

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

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

**G. Signature Claims Certification and Program Integrity**

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_  
Agency \_\_\_\_\_"

**Exhibit C**  
**Excluded Services**

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

**Exhibit D**  
**Contract Areas**

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

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



**Exhibit E**  
**Fees to be Collected for Services Provided**

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

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

1. Licensing revenue is to be itemized by jurisdiction and category type in a format provided by the County.

a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

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

1. All redemption charges as shown in San Mateo County Ordinance 6.04.290 (b) with the following limitation:

a) Impound charges and board costs for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;

b) Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and

c) Animal rescue costs on private property.

2. All surrender, euthanasia and dead on arrival disposal fees, as shown in San Mateo County Ordinance 6.04.290 (c).

3. Quarantine fee – Home, as shown in San Mateo County Ordinance 6.04.290 (d).

4. Dangerous Animal Permit – permit, inspection, and signage fees, as shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

5. Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).

6. Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).

7. Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).

8. Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).

9. Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.

10. Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

### **C. Uncollectable Fees**

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

**Exhibit F**  
**Five-Year Budget (PROPOSED IN RFP)**

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

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

**I. DEFINITIONS**

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

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

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

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

## **II. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

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

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

### **III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

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

### **IV. OBLIGATIONS OF COUNTY**

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

### **V. PERMISSABLE REQUESTS BY COUNTY**

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

### **VI. DUTIES UPON TERMINATION OF AGREEMENT**

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

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

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

## **VII. MISCELLANEOUS**

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

**Attachment I**  
**Fingerprinting Certification Form**

**DATE:** July 1, 2021

**AGREEMENT WITH:** Peninsula Humane Society & SPCA

**FOR:** Peninsula Humane Society & SPCA

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

**NAME:** Anthony Tansimore

**TITLE:** President

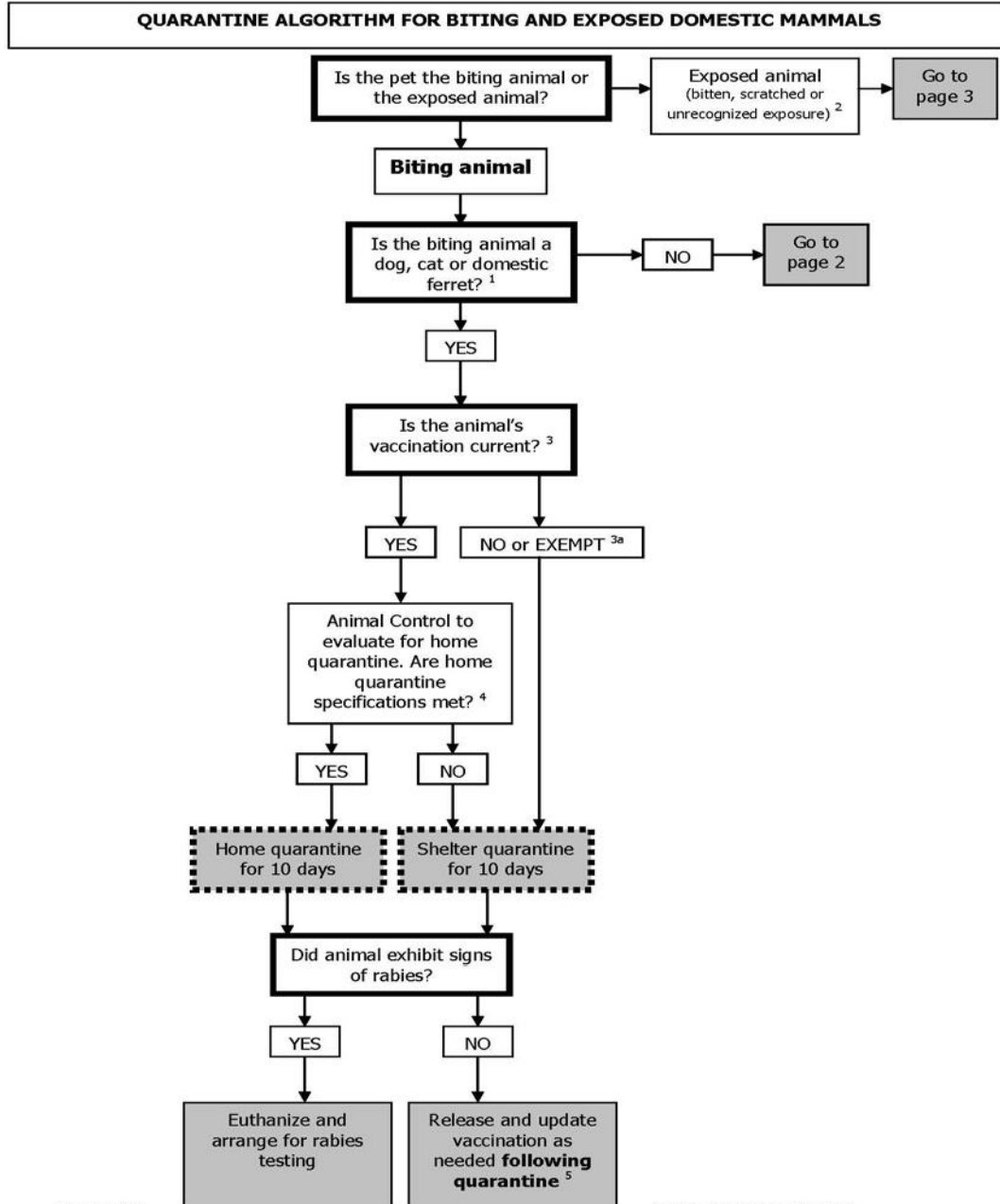
**SIGNATURE:**

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*Anthony Tansimore*  
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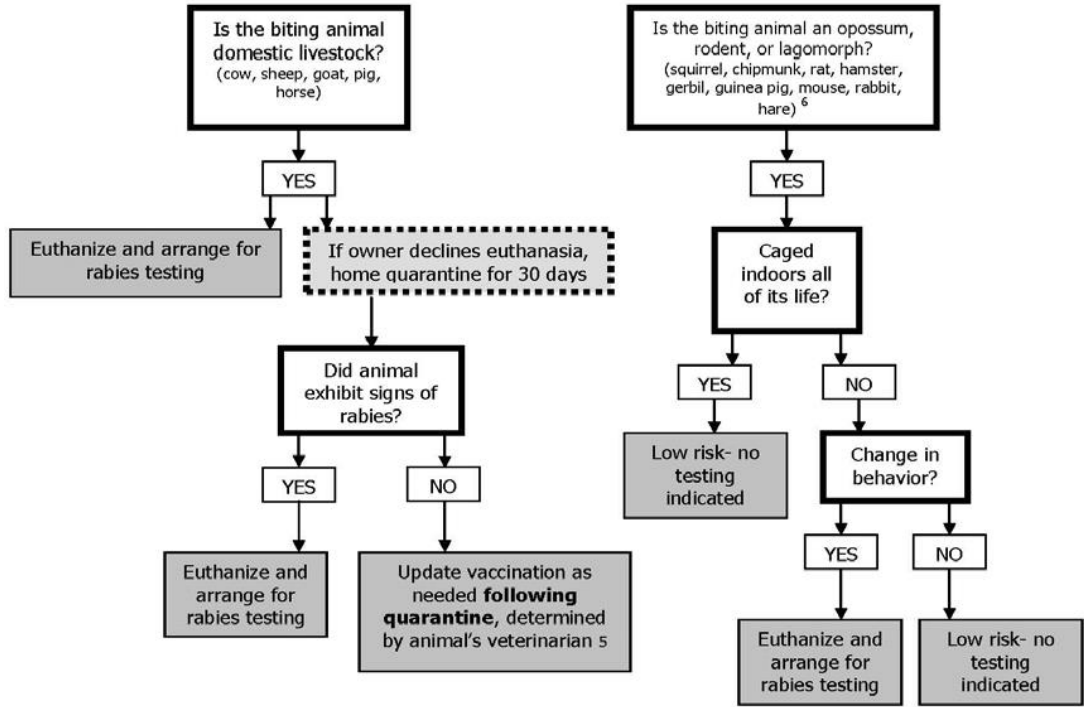
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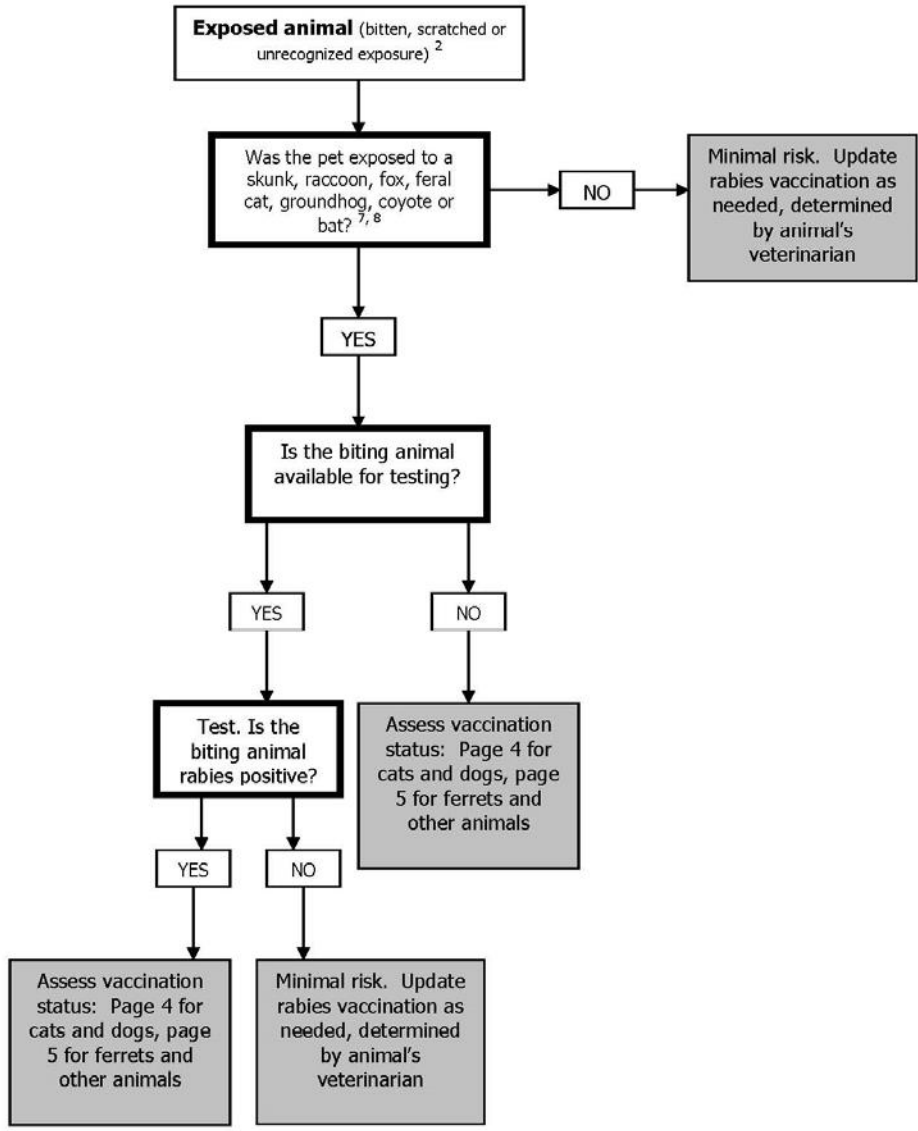
### Attachment J Rabies Algorithm



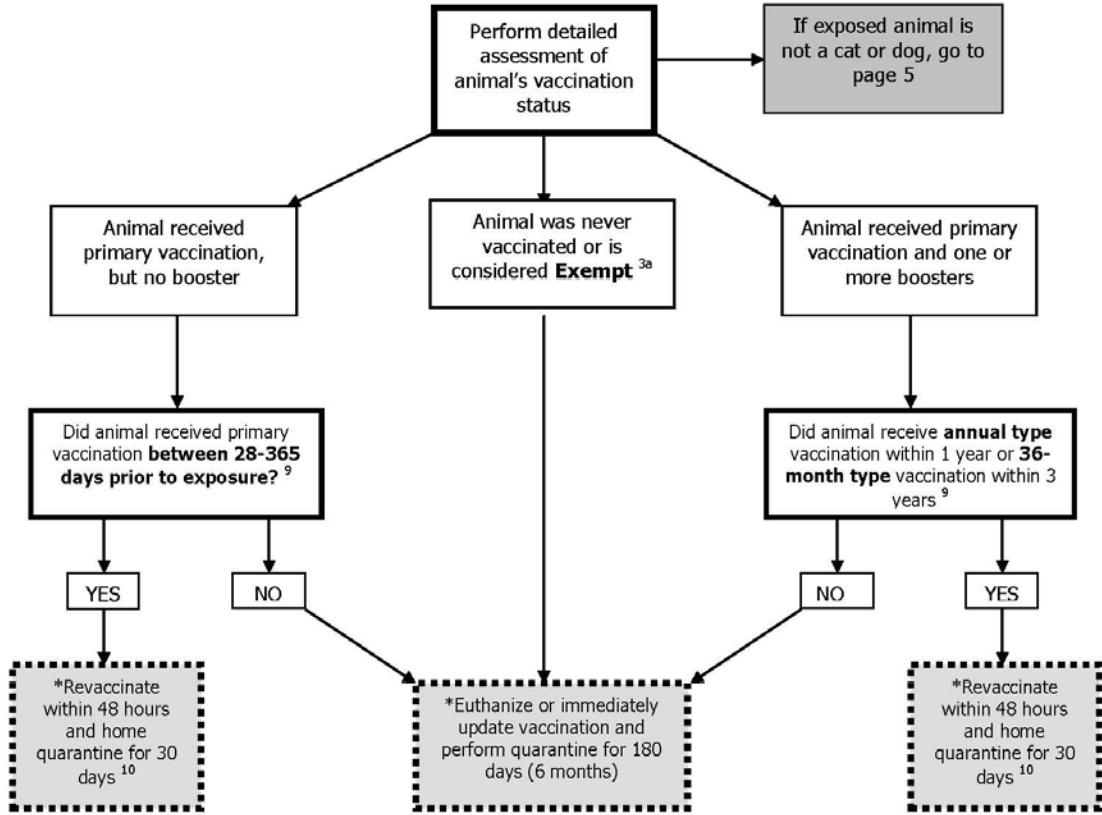
**QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS**



**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL**

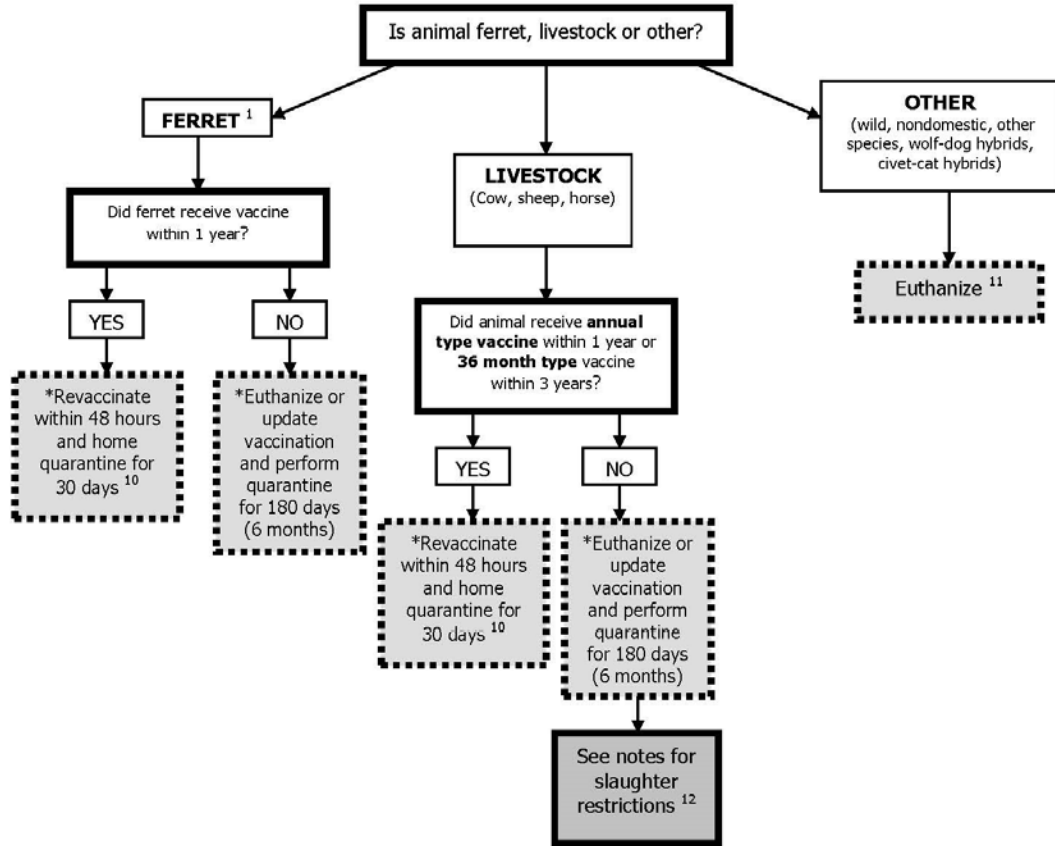


**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS**



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

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



**NOTES**

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

Legend

	Quarantine action
	Other action
	Question
	Answer

**Attachment K**  
**Animal Shelter Facility Use and Maintenance Agreement**



**Animal Shelter Facility  
Use and Maintenance Agreement**

Between

The County of San Mateo as "County"

and

Peninsula Humane Society & SPCA as "Contractor"

for

The Animal Shelter Facility

12 Airport Blvd, San Mateo CA 94401



## Section I. General Provisions

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

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

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

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

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

**E. Indemnification and Insurance**

**1. Hold Harmless & Indemnification**

- (i) Contractor shall hold harmless and indemnify the County, and each participating city as listed in the Animal Shelter Service Agreement as third party beneficiaries, their officers, agents, and employees from all claims related to performance of this Agreement and/or use, operation, maintenance or repair of the Shelter by Contractor or its employees, contractors or agents including suits or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County or Contractor's agents, officers or employees; (2) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of County or Contractor or its agents, officers, or employees; or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and/or which result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. This obligation shall survive the termination of this Agreement for any claims arising during its term.
  
- (ii) The County shall hold harmless and indemnify Contractor, its officers, agents, and employees from all claims caused by the conduct of the County, or its agents, officers or employees, including but not limited to suits or actions of every name, kind and description, brought for, or on account of: (1) any and all claims related to the construction, and/or repair of the shelter by the County, whether such claims are based on performance or performance of an obligation, and whether such claims are based on conduct that happened before and/or after Contractor took possession of the Shelter; (2) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County's agents, officers or employees; (3) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of the County or its agents, officers, or employees;

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

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

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

## **2. Property Damage Coverage**

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

## **3. Liability Insurance**

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

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

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

**4. Workers' Compensation and Employer's Liability Insurance**

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

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

**5. Miscellaneous Insurance Provisions**

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

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

**6. Certificate of Insurance**

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

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

**7. Force Majeure**

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

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

## Section II. Contract Information

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

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

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

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

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

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

## Section III. Baseline Services

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

### A. General Shelter Facility

#### 1. **Preventive Maintenance and Routine Repairs**

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

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

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

**2. Contractor Obligation to Notify of Needed Repairs or Maintenance**

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

**3. Emergency Repairs**

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

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

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

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



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

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

**5. Utilities**

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

**6. Signage**

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

**7. Pest Control**

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

**8. Disaster Response**

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

**9. Skilled Craft Services**

**i. Carpentry**

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

**ii. Lock Work**

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

**10. Grounds Services**

**i. Landscaping**

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

**11. Custodial and Janitorial Services**

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

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

## Section IV. Additional Services

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

### A. Carpentry

New:

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

Building and/or custom fabrication:

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

### B. Electrical

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

### C. Lock Work

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

- New installation (result of new construction or remodeling)

**D. Other**

- Directional signs for departmental areas
- General construction site cleanup

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

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

## Section V. Excluded Services

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

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

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

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

## Section VI. Additional Responsibilities

### A. Facilities Services Responsibilities

1. **For routine maintenance of systems, Facilities Services will**
  - (i) Provide the Contractor with advance schedule to the extent practicable
  - (ii) Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)
  - (iii) Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.
  
2. **For other than routine scheduled maintenance**
  - (i) Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.
  - (ii) Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):
    - a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).
    - b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)
    - c) Critical or emergent work will be completed at time of investigation.
    - d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.
    - e) Contractor will notify Facilities Services of its review of the repair once completed.
    - f) All communication between Contractor and Facilities Services will be copied to PHPP.
    - g) Facilities Services will leave the work areas safe and clean of any debris caused by the repairs upon completion of the task.

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

**B. Contractor is to:**

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

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

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



## Section VII. Service Level Costs

### A. Invoicing/payment of Facilities Maintenance Work

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

### B. Additional services;

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

## **Section VIII. Billing Procedures and Tracking Information**

### **A. Tracking Information**

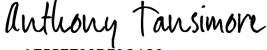
1. Because a large percentage of work performed by Facilities Services is associated with building systems and structures, baseline services are tracked by building rather than by individual department. Facilities Services staff will record labor and material costs for each activity performed in a building,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

### **B. Building Manuals, Drawings, Training**

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

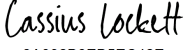
**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**


**For Peninsula Humane Society & SPCA:**

<p>DocuSigned by:    <small>AF55EE82D70C4C3...</small></p> <hr/> <p>Contractor Signature</p>	<p>5/3/2021   9:31 AM PDT</p> <hr/> <p>Date</p>	<p>Anthony Tansimore  President</p>
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**For County:**

<p>DocuSigned by:    <small>3A092B8EB5EC42E...</small></p> <hr/> <p>Purchasing Agent Signature  (Department Head or  <b>Authorized</b> Designee)  County of San Mateo</p>	<p>5/3/2021   12:33 PM PDT</p> <hr/> <p>Date</p>	<p>Cassius Lockett, PhD.  Director of Public Health, Policy and Planning  County of San Mateo</p>
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<p>DocuSigned by:    <small>4673E02C362D494...</small></p> <hr/> <p>Purchasing Agent Signature  (Department Head or  <b>Authorized</b> Designee)  County of San Mateo</p>	<p>5/3/2021   2:17 PM PDT</p> <hr/> <p>Date</p>	<p>Kevin Sporer  Facilities Deputy Director  Gary Behrens  Facilities Services Manager  County of San Mateo</p>
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**Attachment L**  
**Peninsula Humane Society Holidays**

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

**Attachment M**  
**County-Owned Radio Equipment**

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

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

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

\* \* \*

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

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

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

**1. Exhibits and Attachments**

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

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

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

**2. Payments**

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

**3. Term**

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

**4. Termination**

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

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

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

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

**5. Contract Materials**

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

**6. Relationship of Parties**

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

**7. Hold Harmless**

**a. General Hold Harmless**

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

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

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

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

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

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

## **8. Assignability and Subcontracting**

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

## **9. Insurance**

### **a. General Requirements**

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

### **b. Workers' Compensation and Employer's Liability Insurance**

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

### **c. Liability Insurance**

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



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

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

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

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

#### **10. Compliance With Laws**

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

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

#### **11. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

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

##### **b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

**g. Reporting; Violation of Non-discrimination Provisions**

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

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

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

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

#### **h. Compliance with Living Wage Ordinance**

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

#### **12. Compliance with County Employee Jury Service Ordinance**

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

#### **13. Retention of Records; Right to Monitor and Audit**

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

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

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

**14. Merger Clause; Amendments**

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

**15. Controlling Law; Venue**

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

**16. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

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

Telephone: 214.821.3100 x515  
Facsimile: 214.821.3106  
Email: [crichey@petdata.com](mailto:crichey@petdata.com)

**17. Electronic Signature**

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

**18. Payment of Permits/Licenses**

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

\* \* \*

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

For Contractor: PETDATA, INC.

Christopher A. Richey  
Contractor Signature

April 12, 2019  
Date

Christopher A. Richey  
Contractor Name (please print)



COUNTY OF SAN MATEO

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

Resolution No. 076668

Date: 6/4/19

ATTEST:

Phil Collopy

By:  
Clerk of Said Board

## Exhibit A

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

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

1. Data Entry & Processing
  - a. Process correspondence from pet owners including, but not limited to, issuing tags.
  - b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.
  - c. Provide data entry of both new and renewal licenses and vaccination information.
  - d. Implement procedures for verification of information submitted.
  - e. Ensure complete, unduplicated, and accurate information.
  - f. Process, collect, and provide receipts for animal licensing fees.
  - g. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
  - h. Provide customer service including communication with citizens, veterinarians, and designated County staff.
  
2. Veterinarians & Other Authorized Registrars
  - a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)
  - b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.
  
3. Animal License Tags
  - a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
  - b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.
  
4. Electronic Payments & Banking
  - a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
  - b. Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.
  - c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
    - i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
    - ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
    - iii. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

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

5. Communication & Access

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

6. Reporting

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

7. Additional Services

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

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

County agrees to provide the following to Contractor:

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



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

## Exhibit B

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

A. Fixed Fees:

One-year license: \$4.28 per license

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

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

Replacement tags: \$4.28 per tag

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

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

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

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

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

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

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

D. Additional Service Fees

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

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

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

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

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

One-year license: \$4.28 per license

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

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

Replacement tags: \$4.28 per tag

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

July 7, 2020

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

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

Dear Robert,

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

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

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



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

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

Sincerely,



Mike Callagy  
San Mateo County, County Manager

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



## ATTACHMENT A

### MEMORANDUM OF AGREEMENT

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

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

#### RECITALS

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

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



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

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

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

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

To City:

To County:

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

Dated: September 9, 2014

  
\_\_\_\_\_

Clerk of the Board

COUNTY OF SAN MATEO

  
\_\_\_\_\_

Resolution #073369

ATTACHMENT B

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

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

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

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

Agenda item L4  
Lauren Berger

Hello, my name is Lauren Berger and I was appalled to read about Preeti Sharma's dog Sparky's horrific death in Palo Alto Online, and the protocol she had to not only endure, but pay for. Making the victim pay \$350 to even attempt justice and \*protect the community\* on top of emergency medical bills and death or injury of a beloved family member is just wrong. Not to mention the PHS failing to protect the community despite all the evidence from three victims, two of whom had died. PHS seems more focused on protecting the attacker than the victims and the greater community. The attacking dog should not have been allowed to attack again and again without repercussion, killing and seriously injuring other people's family members. This is completely irresponsible of the city of Menlo Park. If Menlo Park had taken the first attack seriously, Sparky would still be alive today and other animals and their Menlo Park families would have been spared from trauma.

Last year my dog was attacked and I was seriously injured by an aggressive dog in Palo Alto, and I was so grateful to Jeanette at Palo Alto Animal Control and the Capt. Perron at the hearing for taking it seriously. Jeanette found and interviewed witnesses and they took the attacking dog into custody until the hearing, where they declared him a dangerous dog and banned him from the city. It was like a dark cloud lifting when I knew we \*and our neighbors\* wouldn't run into the dog or his irresponsible owner again, and I was so grateful that justice was served. What we went through was traumatizing and I can't even imagine if I'd lost my dog. How devastating.

I read that Palo Alto Animal Control works for Los Altos and Los Altos Hills as well — perhaps Menlo Park could contract with them as well. It is not acceptable for the city to continue to contract with PHS.

## Agenda item L4 Preeti Sharma, resident

After having killed 2 pets on the street and viciously attacked another, the animal prowls the neighborhood unattended and unleashed. He ends up at the porch couple blocks from where he lives. Two cats and a dog live in this house in front of which he stands. This is the result of a systemic failure. How can such an animal be allowed to roam then neighborhood freely. This happens continually and came up at the hearing. As a result of continual neglect of such behavior now the animal spins out of control even on a leash at the sight of a small pet. Had a hearing taken place for the 2 previous attacks my Sparky would likely be safe.

I insisted on a hearing with the city as opposed to a civil law suit since I figured the city has the interest of the community in mind in taking any decision. This really is the core difference between the 2 hearings. However the decision letter reads "All relevant factors were considered in a light favorable to the attacking animal ". This should read : " All relevant factors will be considered in the interest of keeping the neighborhood safe going forward" . A civil suit is capable of awarding compensation for the loss and medical expenses. I did not expect that from a city hearing but I did expect the neighborhood to be a safer place. Which it was provably not. This reflects a deep seeded lack of understanding of their roles as animal control officers and county employees.

All bites should go to a hearing, this helps keep records straight, does not necessarily require involvement from owners who may be too distraught dealing with the aftermath of the attack .This is required for community safety. Additionally having to pay \$350 is highly undesirable.

I think at this time the city should consider other options it may have w.r.t their cost and quality of service.

In the Palo Alto 2021 budget doc <https://www.cityofpaloalto.org/civicax/filebank/documents/79371>

I found the following points noteworthy :

1. Page 365 talks of Key Performance Measures(the pdf page number, not the page number written on the page itself): Goal to respond within 45 minutes to animal control requests/calls was met 90% of time. How does PHS compare and what are the goals? They did not respond in the case when Cleo was loose in our neighborhood.
2. Page 366: resident satisfaction with animal control services. Do we have similar data for PHS published anywhere ?

Costs of the two (or any other) options need to be considered in light of these benefits before coming to a final decision .  
I thank you for taking the time to read my email in the interest of the current and future small pets in Menlo Park.

Agenda item L4

Stephanie Zeller, resident

Given the lack of sufficient procedures and reasonable action by animal control in response to incidents of dog attacks in my neighborhood (the Willows), I urge the council to consider all options for animal control in Menlo Park at this time.

Agenda item L4  
Fiona Walker, resident

I am shocked by the disparity in animal services between Menlo Park and our neighboring city of Palo Alto. That a victim should be required to pay a fee for a hearing in Menlo Park, while in Palo Alto there is none. I'm even more shocked that a dog who is known by many neighbors to be extremely dangerous can be permitted to remain in our neighborhood with no consequences following multiple attacks resulting in injuries or deaths to other animals. Is it only after a person is attacked that there are actual consequences for dangerous animals? Our current animal control services are dangerously inadequate and I urge you to consider other options.



## STAFF REPORT

### City Council

Meeting Date:

5/25/2021

Staff Report Number:

21-108-CC

Consent Calendar:

Adopt Resolution No. 6627, preliminary approval of the engineer's report for the Menlo Park Landscaping Assessment District, and Resolution No. 6628, intention to order the levy and collection of assessments for the Landscaping Assessment District for fiscal year 2021-22

## Recommendation

Staff recommends that the City Council:

1. Adopt Resolution No. 6628, the preliminary approval of the engineer's report for the Landscaping Assessment District for fiscal year 2021-22, which proposes: an increase to the tree assessment by approximately three percent, resulting in \$86.29 per single family equivalent per year and an increase to the sidewalk assessment by approximately three percent, resulting in \$46.10 per single family equivalent per year (Attachment A); and
2. Adopt Resolution No. 6637, the intention to order the levy and collection of assessments for the Landscaping Assessment District for fiscal year 2021-22 pursuant to the Landscaping and Lighting Act of 1972 (Attachment B) and set the date for the public hearing for June 22, 2021.

## Policy Issues

If the City Council does not order the levy and collection of assessments, the impact on City general fund resources would be approximately \$1,090,000 (the total amount of the proposed tree and sidewalk assessments) or the programs to repair sidewalks, maintain street trees, and sweep streets would be suspended.

## Background

The Landscaping Assessment District provides funding for the maintenance of street trees, street sweeping and sidewalk repairs due to street tree root damage throughout the City.

### Tree maintenance

Between 1960 and 1982, the City had a three-person tree crew to care for City parks, medians and street trees. At that time, the tree crew trimmed street trees as requested by residents. There was no specific long-term plan in place to address tree maintenance. As the street trees grew, it took considerably more effort per tree to provide proper care and the City did not have the resources to keep up with the required maintenance needs.

The voters approved Measure N in 1982 as an advisory measure to the City Council regarding formation of the City Landscaping Assessment District. The Landscaping Assessment District was formalized in 1983 to provide proper street-tree maintenance. Programmatic changes have occurred over the past 38 years to address new regulations and maintain the existing tree canopy. Proper care of the tree canopy continues to

be identified as a priority by residents, the Environmental Quality Commission and the City Council. In 1998, the City expressed concern regarding the declining health of the trees, of which 80 percent were classified as mature trees. Due to the lack of City resources to maintain older trees, there was a growing concern that most of the street trees would fail around the same time. Consequently, the City moved forward in adopting proactive measures to minimize the risk of failure by replacing mature unhealthy trees with younger healthier trees.

In 1998, the City went through a Proposition 218 ballot measure which was approved by voters. The approval of the ballot measure resulted in an increased assessment and increase of the tree trimming/evaluation schedule to once every five years from once every seven years. In addition, the City implemented a reforestation program with a portion of the Landscaping Assessment District funds in fiscal year 2008-09.

#### Street sweeping

Street sweeping is performed throughout the City to remove debris for aesthetic, bicycle and pedestrian safety, and health reasons, as well as compliance with stormwater regulations to improve water quality. Street sweeping work has been performed by contract services since 1992.

#### City tree-damaged sidewalk repair

As trees mature, their extensive network of roots inevitably break through the sidewalk resulting in uplift. Without a proactive saw cutting and/or sidewalk removal and replacement program, the sidewalks will continue to deteriorate and become tripping hazards and more costly to repair over time.

Before 1990, property owners and the City split the cost of repairing damaged sidewalks by City street trees. Each year, the City entered into individual agreements with approximately 200 property owners to conduct these repairs. The annual cost was a financial burden to some residents on fixed incomes and burdensome for the City to administer; therefore, the City established an assessment for sidewalk repair in 1990 to make the program more cost-effective and efficient to operate. Other damage to sidewalks not caused by city trees remains the responsibility of the adjacent property owner to repair, per municipal code section 13.08.

### **Analysis**

Each fiscal year, the City Council directs the preparation of an engineer's report, budgets and proposed assessments before the assessments can be levied. The engineer's report establishes the foundation and justification for the continued collection of the landscape assessments for fiscal year 2021-22. On January 26, 2021, the City Council adopted resolution No. 6609 describing the improvements and directing the preparation of an engineer's report for the Landscaping Assessment District for fiscal year 2021-22. In developing the engineer's report, staff and the consultant reviewed the existing budget and operating needs to maintain street trees and sidewalk repair requirements at the current level of service. The proposed budgets and findings from the engineer's report are described below.

#### Approval of engineer's report

SCI Consulting Group has completed the preliminary engineer's report (Attachment C) for the Landscaping Assessment District, which includes the proposed fiscal year 2021-22 budget. The budget covers tree maintenance, the City's street sweeping program, and the sidewalk repair program. The report describes in detail the method used for apportioning the total assessment among properties within the Landscaping Assessment District. This method involves identifying the benefit received by each property in relation to a single-family residence.



### Tree maintenance assessment

Staff has contracted with West Coast Arborists since 2004 to perform tree grid trimming, planting and removal, and emergency services as necessary. The grid trimming, which consists of the majority of work performed by West Coast Arborists, involves the pruning of a set number of trees on an annual basis. Currently, the City performs tree grid pruning on a five-year cycle. The grid pruning strategy is common practice within municipal arboriculture, as it becomes cost effective to maintain the trees on a regular basis. When pruning is deferred for longer periods, fast growing trees can become prone to limb failure and hazards, requiring more expensive measures in the long run.

On September 10, 2014, the City Council approved a five-year contract with authorization to extend the contract term for up to five additional years with West Coast Arborists for tree maintenance. The contract with West Coast Arborists expires June 30, 2024. For fiscal year 2021-22, West Coast Arborists requested a 3.8 percent increase. This increase is generally consistent with annual engineering news record cost escalation in the San Francisco-San Jose Bay Area each year and an increased demand for tree services due to maintenance being performed by utility companies in response to wildfire risk near electric lines. The Tree Maintenance Program expenditures include the contract for grid tree pruning services, debris removal (includes street sweeping), general operating expenses, vehicle and equipment maintenance and the salaries and benefits associated with the staff time required to manage the program and work on street trees.

The street sweeping contractor, Contract Sweeping Services Inc., is under a five-year contract expiring in June 30, 2023. The contract identifies rates for each fiscal year, and the identified increase for fiscal year 2021-22 is three percent. Currently, a combination of San Mateo County Measure M funds and the landscape assessment fund street sweeping contract services. The Measure M funding, administered by the City/County Association of Governments of San Mateo County, was approved by the voters of San Mateo County in 2010. It imposes an annual fee of 10 dollars on registered motor vehicles for congestion and water pollution mitigation programs. Measure M funding is anticipated to increase by \$3,000 in fiscal year 2021-22.

As shown in Table 1, a fund balance of approximately \$388,000 is projected to be carried over from fiscal year 2020-21. The program revenues and expenditures are roughly equivalent, as the program has continued to progressively catch up on deferred tree maintenance the past several years.

Table 1: Tree maintenance assessments Proposed fiscal year 2021-22 budget	
Projected beginning fund balance	\$388,037.23
Estimated revenues:	
Tree assessment revenue	\$774,768.57
General fund contribution	\$265,000.00
Measure M funds	\$146,000.00
<b>Total</b>	<b>\$1,185,768.57</b>
Estimated expenses:	
Street tree maintenance	\$785,171.33
Debris removal (including street sweeping services)	\$299,841.40
Administration and County assessment fees	\$107,150.00
<b>Total</b>	<b>\$1,192,362.73</b>
Projected ending fund balance	\$381,443.07

Table 2 summarizes the proposed rates for parcels with and without street trees. The assessment for properties without street trees, but in close proximity to parcels with street trees, is 50 percent of the tree assessment due to the direct benefit of the nearby trees.

Table 2: Annual tree assessment rates Proposed fiscal year 2021-22 (3% increase)		
Property type	Properties with trees	Properties without trees
Single family	\$86.29 per parcel	\$43.15 per parcel
R-2 zone, in use as single family	\$86.29 per parcel	\$43.15 per parcel
Condominium/townhouse	\$77.66 per unit \$388.30 max. per project	\$38.83 per unit \$194.15 max per project
Other multifamily	\$69.03 per unit \$345.16 max per project	\$34.52 per unit \$172.58 max. per project
Commercial	\$86.29 per 1/5 acre \$431.45 max. per project	\$43.15 per 1/5 acre \$209.1 max. per project
Industrial	\$86.29 per 1/5 acre \$431.45 max. per project	\$43.15 per 1/5 acre \$209.1 max. per project
Parks, educational	\$86.29 per parcel	\$43.15 per parcel
Miscellaneous, other	\$0.00 per parcel	\$0.00 per parcel

Sidewalk assessment

The sidewalk repair program includes sidewalk, curb, gutter and parking strip repair and replacement due to damage cause by street trees. In fiscal year 2021-22, the program has a proposed \$550,000 budget. The program is comprised of two separate contracts, one for sidewalk saw cutting (\$100,000) and the other for sidewalk replacement (\$450,000.) Significant cost increases in this contract are not expected for fiscal year 2021-22. Under the saw cutting program, the City retains a contractor to address minor tripping hazards,

which are fixed by performing horizontal saw cuts rather than removing the entire sidewalk section. Since the City adopted this approach, it has reduced the need for complete concrete removal, which has resulted in significant cost savings and environmental benefits by reducing waste and need for new raw materials for concrete over the years.

For the sidewalk replacement program, the City Council awarded a multiyear contract to Golden Bay Construction November 11, 2015. Significant cost increases in this contract are not expected for fiscal year 2021-22. However, despite increased funding and service levels the last two years, the annual sidewalk replacement needs continue to exceed the budgeted amount and a backlog of requests still exists. While the program has made progress reducing the number of backlogged locations, approximately 35 locations identified from previous years remain. With incoming requests currently averaging 30 to 40 locations per year, the backlog would be completed in approximately two years. Staff is recommending approximately three percent increase to the sidewalk repair assessment to continue addressing the program backlog in fiscal year 2021-22. At this funding level, approximately 45 to 60 repairs can be performed per year.

Table 3: Sidewalk, curb, gutter, parking strip assessment rates Proposed fiscal year 2021-22 (3% increase)	
	Assessment rate
Parcels with trees	
Sidewalks, curbs, gutters	\$46.10 (per parcel)
Parking strips and gutters	\$46.10 (per parcel)
Curbs and/or gutters only	\$30.89 (per parcel)
No improvements	\$15.21 per parcel)
Miscellaneous, other	\$0.00 (per parcel)
Parcels without trees	
Parcels with or without improvements	\$15.21 (per parcel)
Miscellaneous, other	\$0.00 (per parcel)

Table 4: Sidewalk assessments Proposed fiscal year 2021-22 budget	
Projected beginning fund balance	\$50,972.37
Estimated revenues:	
Sidewalk assessment revenue	\$313,348.15
General fund contribution	\$300,000.00
<b>Total</b>	<b>\$613,348.15</b>
Estimated expenses:	
Sidewalk, curb, gutter parking strip repair/replacement	\$550,000.00
<b>Total</b>	<b>\$550,000.00</b>
Projected ending fund balance	\$114,320.52

**Assessment**

The assessments are subject to an annual adjustment based on the engineering news record construction cost index (CCI) for the San Francisco Bay Area. The maximum authorized assessment rate for fiscal year 2021-22, based on current and accumulated unused CCI increases reserved from prior years is summarized in Table 5 below. These increases are legally permissible without additional ballot proceedings. The comparison assessments for single-family properties with City trees and sidewalks levied in fiscal year 2020-21 and the proposed rates for fiscal year 2021-22 are shown in Table 5.

While the ongoing cost of maintenance of trees and sidewalks has significantly increased since the inception of the Landscaping Assessment District, the City has tried to minimize rate increases. Incremental rate increases combined with monies allocated from the general fund ensures the maintenance program remains proactive while maintaining a balanced funding approach.

<b>Assessment</b>	<b>Fiscal year 2020-21 rate</b>	<b>Percent increase</b>	<b>Fiscal year 2021-22 rate</b>	<b>Amount increase</b>	<b>Maximum allowable assessment</b>
Tree assessment	\$83.64	3.17%	\$86.29	\$2.65	\$121.10
Sidewalk assessment	\$44.68	3.17%	\$46.10	\$1.42	\$54.07

If the City Council approves the attached resolutions, staff will publish a legal notice of the assessment public hearing at least 10 days before the hearing, which is tentatively scheduled for June 22, 2021. Once the assessments are confirmed and approved, the levies will be submitted to the County Controller for inclusion onto the property tax roll for fiscal year 2021-22.

**Impact on City Resources**

Funding for the entire tree maintenance, street sweeping and sidewalk repair programs under the Landscaping Assessment District come from a variety of sources, including the carry-over of unspent funds from prior years, annual tax assessment revenues, and contributions from the general fund. If the City Council does not order the rate increase, levy and collection of assessments, the impact on City general fund resources would be \$1,088,116.73 (the total amount of the proposed tree and sidewalk assessments) or the program to repair sidewalks, maintain street trees, and sweep streets would be suspended.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it has no potential for resulting in any direct or indirect physical change in the environment.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours before the meeting.

**Attachments**

- A. Resolution No. 6627, preliminary approval of the engineer's report
- B. Resolution No. 6628, intention to order the levy and collection of assessments
- C. Engineer's report dated May 2021

Report prepared by:

Esther Jung, Assistant Engineer

Reviewed by:

Christopher Lamm, Assistant Public Works Director

**RESOLUTION NO. 6627****RESOLUTION OF PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT  
FOR THE CITY OF MENLO PARK LANDSCAPING DISTRICT FOR FISCAL  
YEAR 2020-21**

WHEREAS, on the twenty-sixth day of January, 2021, the Menlo Park City Council did adopt Resolution No. 6609, describing improvements and directing preparation of the Engineer's Report for the City of Menlo Park Landscaping District (District) for Fiscal Year 2021-22, pursuant to provisions of Article XIID of the California Constitution and the Landscaping and Lighting Act of 1972, in said City and did refer the proposed improvements to SCI Consulting Group and did therein direct SCI Consulting Group to prepare and file with the Clerk of said City a report, in writing, all as therein more particularly described, under and in accordance with Section 22565, *et. seq.*, of the Streets and Highways Code and Article XIID of the California Constitution; and

WHEREAS, said SCI Consulting Group prepared and filed with the City Clerk of said City a report in writing as called for in Resolution No. 6609 and under and pursuant to said Article and Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof, should be modified in any respect.

NOW, THEREFORE, BE IT RESOLVED THAT IT IS HEREBY FOUND, DETERMINED, and ORDERED, AS FOLLOWS:

1. That the plans and specifications for the existing improvements and the proposed new improvements to be made within the District contained in said report, be, and they are hereby, preliminarily approved;
2. That the Engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance, and servicing thereof, and of the incidental expenses in connection therewith, contained in said report be, and each of them is hereby, preliminarily approved;
3. That the diagram (Exhibit A) showing the exterior boundaries of the District referred to and described in said Resolution No. 6609 and the lines and dimensions of each lot or parcel of land within said District as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report be, and it is hereby, preliminarily approved;
4. That the proposed continued assessment of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in said District in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto, as contained in said report be, and they are hereby, preliminarily approved; and

5. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to said Resolution No. 6609.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-fifth of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

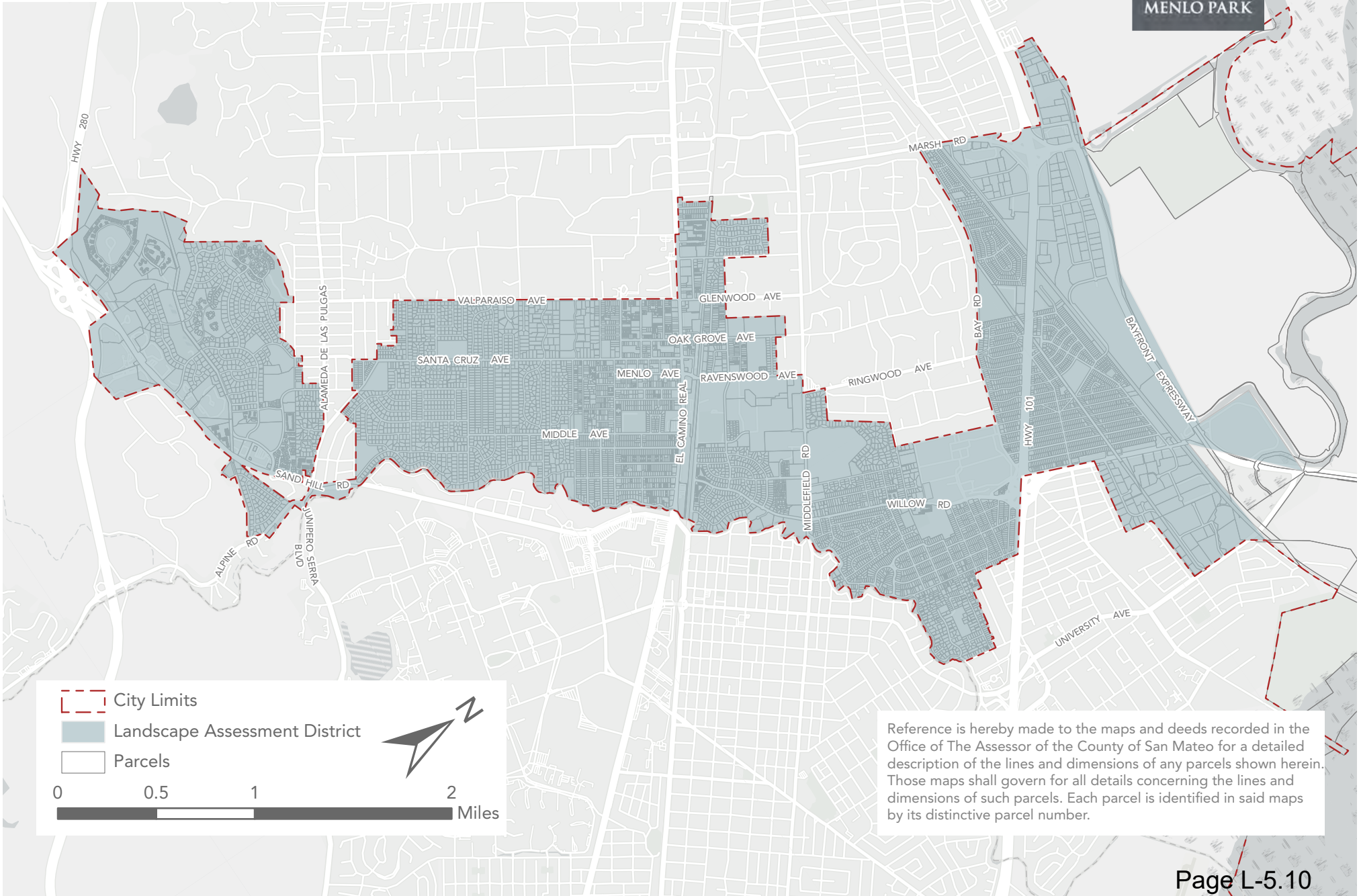
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fifth of May, 2021.

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Judi A. Herren, City Clerk

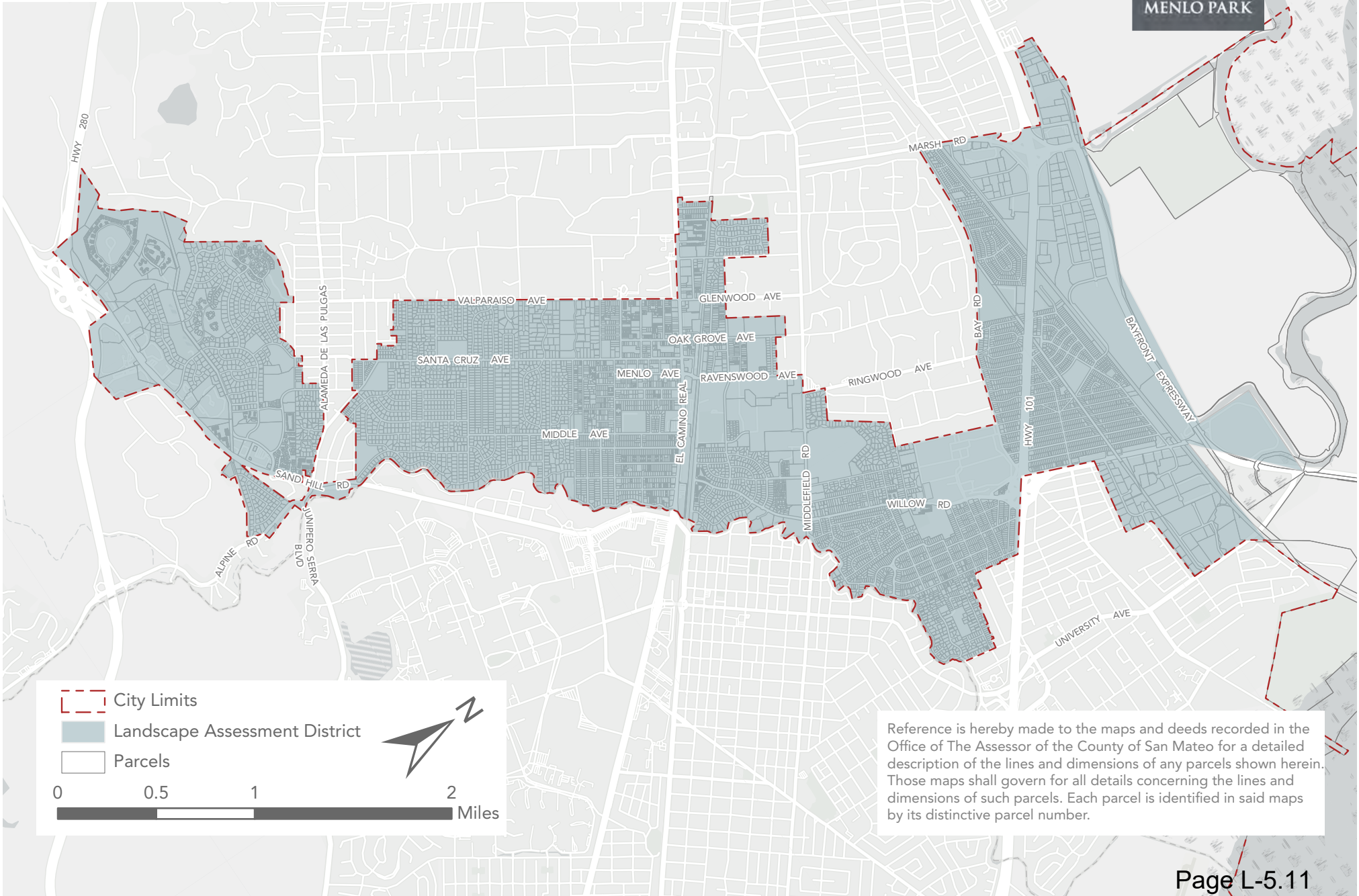


# Landscape Assessment District





# Landscape Assessment District



Reference is hereby made to the maps and deeds recorded in the Office of The Assessor of the County of San Mateo for a detailed description of the lines and dimensions of any parcels shown herein. Those maps shall govern for all details concerning the lines and dimensions of such parcels. Each parcel is identified in said maps by its distinctive parcel number.

**RESOLUTION NO. 6628****RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO ORDER THE CONTINUATION AND COLLECTION OF ASSESSMENTS FOR THE CITY OF MENLO PARK LANDSCAPING DISTRICT FOR FISCAL YEAR 2021-22 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972**

WHEREAS, pursuant to Resolution No. 6609 describing improvements and directing the preparation of the Engineer's Report for Fiscal Year 2021-22 for the City of Menlo Park Landscaping District, adopted on January 26, 2021, by the City Council of Menlo Park; and

WHEREAS pursuant to provisions of Article XIID of the California Constitution and the Landscaping and Lighting Act of 1972, SCI Consulting Group for said City has prepared and filed with the City Clerk of this City the written report called for under and in accordance with Section 22565, *et. seq.*, of the Streets and Highways Code and Article XIID of the California Constitution; and

WHEREAS, by said Resolution No. 6609, which said report has been submitted and preliminarily approved by this City Council in accordance with said Article and Act.

NOW, THEREFORE, BE IT RESOLVED, THAT IT IS HEREBY FOUND, DETERMINED, and ORDERED, AS FOLLOWS:

1. In its opinion, the public interest and convenience require, and it is the intention of this City Council, to order the continuation and collection of assessments for Fiscal Year 2021-22 pursuant to the provisions of Article XIID of the California Constitution and the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, for the construction or installation of the improvements, including the maintenance or servicing, or both, thereof, more particularly described in Exhibit A hereto attached and by reference incorporated herein;
2. The cost and expense of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon the assessment district designated as "City of Menlo Park Landscaping District" (District) the exterior boundaries of which District are the composite and consolidated area as more particularly described on a map thereof on file in the office of the Clerk of said City, to which reference is hereby made for further particulars. Said map indicates by a boundary line the extent of the territory included in the District and the general location of said District;
3. Said Engineer's Report prepared by SCI Consulting Group, preliminarily approved by this City Council, and on file with the Clerk of this City, is hereby referred to for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the District;
4. The authorized maximum assessment rates for the District include an annual adjustment by an amount equal to the annual change in the Engineering News Record Index, not to exceed 3.00 percent per year, plus any uncaptured excesses. Assessment rates for the tree portion of the assessments are proposed to increase during Fiscal Year 2021-22 by 3.17 percent. Including the authorized annual adjustment, the maximum authorized assessment rate for street tree maintenance for Fiscal Year 2021-22 is \$121.10 per single family equivalent benefit unit, and the assessment rate per single family equivalent benefit

unit for Fiscal Year 2021-22 is \$86.29 which is less than the maximum authorized rate. Assessment rates for the sidewalk repairs portion of the assessments are proposed to increase during Fiscal Year 2021-22 by 3.17 percent. Including the authorized annual adjustment, the maximum authorized assessment rate for sidewalk maintenance for Fiscal Year 2021-22 is \$54.07 per single family equivalent benefit unit, and the assessment rate per single family equivalent benefit unit for Fiscal Year 2021-22 is \$46.10, which is less than the maximum authorized rate;

5. Notice is hereby given that Tuesday, the twenty-second day of June, 2021, at the hour of 5:00 p.m., or as soon thereafter as the matter may be heard, by virtual meeting available, at which time and place interested persons may participate and be heard on, and the same are hereby appointed and fixed as the time and place for a Public Hearing by this City Council on the question of the continuation and collection of the proposed assessment for the construction or installation of said improvements, including the maintenance and servicing, or both, thereof, and when and where it will consider all oral statements and all written protests made or filed by any interested person at or before the conclusion of said hearing, against said improvements, the boundaries of the assessment district and any zone therein, the proposed diagram or the proposed assessment, to the Engineer's estimate of the cost thereof, and when and where it will consider and finally act upon the Engineer's Report;
6. The Clerk of said City is hereby directed to give notice of said Public Hearing by causing a copy of this resolution to be published once in *The Examiner*, a newspaper circulated in said City, and by conspicuously posting a copy thereof upon the official bulletin board customarily used by the City for the posting of notices, said posting and publication to be had and completed at least ten (10) days prior to the date of public hearing specified herein; and
7. The Office of the Public Works Director of said City is hereby designated as the office to answer inquiries regarding any protest proceedings to be had herein, and may be contacted during regular office hours at the Civic Center, 701 Laurel Street, Menlo Park, California, 94025, or by calling (650) 330-6740.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-fifth day of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fifth of May, 2021.

---

Judi A. Herren, City Clerk

### **City of Menlo Park Landscaping District**

Maintaining and servicing of street trees, including the cost of repair, removal or replacement of all or any part thereof, providing for the life, growth, health, and beauty of landscaping, including cultivation, trimming, spraying, fertilizing, or treating for disease or injury, the removal of trimmings, rubbish, debris, and other solid waste, and water for the irrigation thereof, and the installation or construction, including the maintenance and servicing thereof, of curbs, gutters, sidewalks, and parking strips.



CITY OF  
MENLO PARK

**CITY OF MENLO PARK**  
**LANDSCAPING ASSESSMENT DISTRICT**

**ENGINEER'S REPORT**

FISCAL YEAR 2021-22

MAY 2021

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND  
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

**SCIConsultingGroup**

4745 MANGELS BLVD.

FAIRFIELD, CALIFORNIA 94534

PHONE 707.430.4300

FAX 707.430.4319

WWW.SCI-CG.COM



**CITY OF MENLO PARK**

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**MENLO PARK CITY COUNCIL**

Mayor Drew Combs  
Vice Mayor Betsy Nash  
Council Member Cecilia Taylor  
Council Member Jen Wolosin  
Council Member Ray Mueller

**CITY MANAGER**

Starla Jerome-Robinson

**DEPUTY CITY MANAGER**

Justin Murphy

**CITY CLERK**

Judi Herren

**CITY ATTORNEY**

Nira Doherty

**ENGINEER OF WORK**

SCI Consulting Group  
Lead Assessment Engineer, John Bliss, M.Eng., P.E.

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## INTRODUCTION

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### ASSESSMENT BACKGROUND

Between 1960 and 1982, the City of Menlo Park had one three-person crew to care for approximately 9,000 City trees. As the trees grew, it took considerably more time per tree to provide proper care. Consequently, one tree crew was unable to perform the necessary work to maintain all of the street trees in proper condition. The Landscape Assessment District was originally formed in 1983 for the purpose of levying annual special assessments in order to properly maintain street trees in the City of Menlo Park. Currently, there are approximately 11,000 street trees that are maintained by the assessments.

Prior to 1990, property owners and the City would split the cost of repairing sidewalks damaged by City trees. The City would annually enter into an agreement with approximately 200 individual property owners. The one-time cost was a financial burden to some residents on fixed incomes. In order to make the program more cost-effective and less of a financial burden for property owners, an assessment for repair of sidewalks/parking strips due to City street-tree related damages was established in 1990.

The increased cost of the necessary work made the assessment amounts levied in Fiscal Year 1997-98 insufficient for adequately maintaining the City's street trees, curbs, gutters and sidewalks. An increase in the assessments was required to provide funding for continued tree maintenance and sidewalk repairs. However, with the passage of Proposition 218 on November 6, 1996, assessments can only be raised after the City conducts an assessment ballot proceeding and the ballots submitted in opposition to the assessments do not exceed the ballots in favor of the assessments. (Each ballot is weighted by the amount of assessment for the property it represents.)

### ASSESSMENT PROCESS

In 1998, the City conducted an assessment ballot proceeding for increased tree maintenance and sidewalk repair assessments pursuant to the requirements of Article XIID of the California Constitution (Proposition 218) and the Landscaping and Lighting Act of 1972. The proposed tree maintenance assessments for fiscal year 1998-99 were \$64.28 per single family equivalent unit and the proposed sidewalk repair assessments were \$28.70 per single family equivalent. The proposed maximum assessments also included an annual assessment cost escalator tied to the annual change in the Engineering News Record Construction Cost Index for the San Francisco Bay Area ("ENR Index"). These proposed assessments were supported by 73% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on June 16, 1998 by its Resolution Number 4840-D, the City Council levied the new assessments.

### ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

In each subsequent year for which the assessments will be continued, the City Council must direct the preparation of an Engineer's Report, budgets and proposed assessments for the

upcoming fiscal year. After the Engineer's Report is completed, the City Council may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Council.

The maximum authorized assessment rate, as increased each year by the change in the ENR Index, is the maximum assessment rate that can be levied in the given fiscal year without approval from property owners in another assessment ballot proceeding. In fiscal year 1998-99, the assessments were levied at the maximum rate for that fiscal year. Since this first fiscal year after the ballot proceeding, the assessments for tree maintenance have been levied below the maximum authorized rate, and the assessment rate for sidewalk repairs has not been increased above the original rate.

From December 2019 to December 2020, the ENR Index increased 3.17%. The maximum amount assessments can be increased annually is the ENR Index plus any uncaptured excess reserved from prior years, to a maximum increase to the ENR not to exceed 3%.

Based on accumulated excess reserves from prior years, the maximum authorized rates for fiscal year 2021-22 are \$121.10 for trees and \$54.07 for sidewalks without another ballot proceeding. (No additional ballot proceeding is required because the maximum authorized assessment rates, including the annual adjustments in these rates, were approved in the 1998 ballot proceeding. The actual rate levied in any given fiscal year can be revised up, with an annual maximum increase of 3%, or down, by any amount that does not cause the actual rates levied to exceed the maximum authorized assessment rates.)

The City reduced the assessment rate for tree maintenance in fiscal year 2000-01 and increased the assessment rate in fiscal years 2002-03, 2005-06 through 2009-10, 2014-15, and 2016-17 through 2020-21. In other fiscal years it was not necessary to increase the rate, due to sufficient reserve funds carried forward from prior fiscal years, combined with general benefit contributions. For fiscal year 2021-22 the proposed assessments for tree maintenance are proposed to increase 3.17% from fiscal year 2020-21, and the assessments for sidewalk maintenance are proposed to increase 3.17%. The proposed rates are \$86.29 per Single Family Equivalent (SFE) for tree maintenance and \$46.10 per SFE for sidewalk maintenance. The comparison of actual rates levied in fiscal year 2020-21 and the proposed rates for fiscal year 2021-22 are shown below.

#### **Sidewalk Maintenance**

<b>FY 2020-21 Rate</b>	<b>ENR Increase Applied</b>	<b>FY 2021-22 Rate</b>	<b>Increase</b>
\$44.68	3.17%	<b>\$46.10</b>	\$1.42

#### **Tree Maintenance**

<b>FY 2020-21 Rate</b>	<b>ENR Increase Applied</b>	<b>FY 2021-22 Rate</b>	<b>Increase</b>
\$83.64	3.17%	<b>\$86.29</b>	\$2.66

If the Council approves this Engineer's Report and the continuation of the assessments by resolution, a notice of assessment levies must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 22, 2021. At this hearing, the Council will consider approval of a resolution confirming the continuation of the assessments for fiscal year 2021-22. If so confirmed and approved, the assessments will be submitted to the County Controller for inclusion on the property tax roll for Fiscal Year 2021-22.

## LEGAL ANALYSIS

### PROPOSITION 218

This assessment is consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996 and is now Article XIII C and XIII D of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

The original assessment existed prior to the passage of Proposition 218. Although the original assessment is also consistent with Proposition 218, the California judiciary has generally referred to pre-Proposition 218 assessments as "grandfathered assessments" and held them to a lower standard than post Proposition 218 assessments.

### SILICON VALLEY TAXPAYERS ASSOCIATION, INC. v SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

### DAHMS v. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the

California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e., 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

#### **BONANDER V. TOWN OF TIBURON**

On December 31, 2009, the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

#### **BEUTZ V. COUNTY OF RIVERSIDE**

On May 26, 2010 the 4<sup>th</sup> District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

#### **GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

#### **COMPLIANCE WITH CURRENT LAW**

This Engineer’s Report is consistent with the requirements of Article XIII C and XIII D of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer’s Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer’s Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

## PLANS & SPECIFICATIONS

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Following is a description of the Services that are provided for the benefit of property in the Assessment District. Prior to the residential development in Menlo Park, the Level of Service on these improvements was effectively zero. The formula below describes the relationship between the final level of improvements, the baseline level of service (pre-development) had the assessment not been instituted, and the enhanced level of improvements funded by the assessment.

<b>Final Level of Service</b>	=	<b>Baseline Level of Service (≈zero, pre-development)</b>	+	<b>Enhanced Level of Service</b>
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The City of Menlo Park maintains street trees, sidewalks, curbs, gutters, and parking strips throughout the City.

The proposed improvements to be undertaken by the City of Menlo Park and financed by the levy of the annual assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. The said improvements consist of maintaining, trimming, disease treatment, and replacement of street trees; street sweeping to remove debris; and the repair and replacement of damaged sidewalks, curbs, gutters, and parking strips damaged by street trees throughout the City of Menlo Park.

## METHOD OF ASSESSMENT

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This section of the Engineer's Report includes an explanation of the benefits to be derived from the maintenance, repair, and replacement of street trees, sidewalks, curbs, gutters, and parking strips throughout the City, and the methodology used to apportion the total assessment to properties within the Landscaping Assessment District.

The Landscaping Assessment District consists of all Assessor Parcels within the boundaries of the City of Menlo Park as defined by the County of San Mateo tax code areas. The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Landscaping Assessment District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

### DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to properties. This benefit is received by property over and above any general benefits and such benefit is not based on any one property owner's use of the amenities or a property owner's specific demographic status. With reference to the requirements for assessment, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Article XIID, Section 4 of the California Constitution has confirmed that assessments must be based on the special benefit to property:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the installation, maintenance and servicing of landscaping and lighting improvements to be provided with the assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from maintenance and improvements such as those within by the District. These types of special benefit are summarized as follows:

- A. PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE ASSESSMENT DISTRICT.
- B. ACCESS TO IMPROVED LANDSCAPED AREAS WITHIN THE ASSESSMENT DISTRICT.
- C. IMPROVED VIEWS WITHIN THE ASSESSMENT DISTRICT.
- D. ENHANCED ENVIRONMENT BECAUSE OF THE VIGOROUS STREET TREE PROGRAM FOR OWNERS OF PROPERTY IN THE LANDSCAPING ASSESSMENT DISTRICT.
- E. INCREASED SAFETY AGAINST TRIPPING AND OTHER HAZARDS CAUSED BY CRACKED OR DAMAGED SIDEWALKS, CURBS AND GUTTERS.
- F. ENHANCED DESIRABILITY OF THE PROPERTY.
- G. REDUCED LIABILITY FOR LANDSCAPE MAINTENANCE.

In this case, the recent the SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that landscaping improvements are a direct advantage and special benefit to property that is proximate to landscaping that is improved by an assessment:

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

## BENEFIT FACTORS

The special benefits from the Improvements are further detailed below:

### PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE ASSESSMENT DISTRICT

Only the specific properties within close proximity to the Improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the Improvements would not be provided and the landscaping areas in the Assessment District would be degraded due to insufficient funding



for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits, but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

#### **ACCESS TO IMPROVED LANDSCAPED AREAS WITHIN THE ASSESSMENT DISTRICT**

Since the parcels in the Assessment District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

#### **IMPROVED VIEWS WITHIN THE ASSESSMENT DISTRICT**

The City, by maintaining these landscaped areas, provides improved views to properties in the Assessment District. The properties in the Assessment District enjoy close and unique proximity, access and views of the Improvements; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District. The Landscaping Assessment District provides funding to maintain and protect these public resources and facilities of the City. For example, the assessments provide funding to trim and maintain the street trees to maintain them in a healthy condition. This benefits properties by maintaining and improving the public resources in the community.

In order to allocate the proposed assessments, the Engineer begins by identifying the types of special benefit arising from the maintenance, repair, and replacement of the aforementioned facilities and that would be provided to property within the District. These types of special benefit are as follows:

#### **ENHANCED ENVIRONMENT BECAUSE OF THE VIGOROUS STREET TREE PROGRAM FOR OWNERS OF PROPERTY IN THE LANDSCAPING ASSESSMENT DISTRICT.**

Residential properties benefit from the enhanced environment provided by a vigorous program to install and maintain the street trees at a level beyond that followed by other cities throughout the County. The increased use of street trees provides an atmosphere of beauty beyond the norm. The improvements to the trees will be available to residents and guests of properties within the District.

Non-residential properties also will benefit from these improvements in many ways. The use of street trees softens the environment making it more pleasant for employees during commute time and at breaks from their work. These improvements, therefore, enhance an employer's ability to attract and keep quality employees. The benefits to employers ultimately flow to the property because better employees improve the employment prospects for companies and enhanced economic conditions benefit the property by making it more valuable.

#### **INCREASED SAFETY AGAINST TRIPPING AND OTHER HAZARDS CAUSED BY CRACKED OR DAMAGED SIDEWALKS, CURBS AND GUTTERS.**

An aggressive inspection program identifies hazardous conditions in sidewalks, curbs and gutters caused by street trees and allows for these conditions to be repaired on a timely basis. Timely repair of hazardous conditions greatly improves the overall safety of the environment, thereby providing for safer use of property.

#### **ENHANCED DESIRABILITY OF THE PROPERTY**

The assessments will provide funding to improve the City's street tree program, raising the quality to a more desired level, and to ensure that the sidewalks, curbs, and gutters remain operable, safe, clean and well maintained. Such improved and well-maintained facilities enhance the overall desirability of property. This is a benefit to residential, commercial and industrial properties.

#### **REDUCED LIABILITY FOR LANDSCAPE MAINTENANCE**

The assessments will reduce the liability for landscape maintenance to street trees and other improvements. This is a benefit to residential, commercial and industrial properties.

### **GENERAL VS. SPECIAL BENEFIT**

Article XIII D of the Constitution specifies that only special benefits are assessable, and that the City must separate the general benefits from the special benefits conferred on any parcel. The complete analysis of special benefits and their allocation are found elsewhere in this report. For the Landscaping Assessment District, the City has identified a general benefit and has separated it from the special assessments.

The City's maintenance of street trees and sidewalk facilities provides a general benefit to the community and to the general public to some degree. The measure of this general benefit is the enhancement of the environment and safety provided to the greater public at large. This general benefit can be measured by the proportionate amount of time that the City's sidewalks and street trees are used and enjoyed by the greater public at large<sup>1</sup>. It is reasonable to assume that approximately 1/4 or 25% of the usage and enjoyment of the improvements is by the greater public. Therefore, approximately 25% of the benefits conferred by the improvements are general in nature.

The City's total budget for maintenance and improvement of its trees and sidewalk facilities is \$1,742,362. Of this total budget amount, the City will contribute \$300,000 from sources other than the assessments for sidewalk repair and \$265,000 for street tree maintenance. These contributions by the City, as well as \$146,000 in funds from Measure M, total \$711,000, equating to approximately 40.8% of the total budget for maintenance and more than offset the cost of the general benefits resulting from the improvements.

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<sup>1</sup> . The greater public at large is generally defined as those who are not residents, property owners, customers or employees within the City, and residents who do not live in close proximity to the improvements.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer's Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer's Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

## **METHOD OF ASSESSMENT**

The second step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel. The "benchmark" property is the single family detached dwelling, which is one Single Family Equivalent, or one SFE.

As stated previously, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, on a specific property owner's occupancy of property, or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who enjoy the special benefits described above, use and enjoy the City's trees and sidewalks, and control property values by placing a value on the special benefits to be provided by the improvements. In other words, the benefits derived to property are related the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is an indicator of the relative level of benefit received by the property.

## **ASSESSMENT APPORTIONMENT - STREET TREES**

### **PROPERTIES WITH STREET TREES**

All improved residential properties that represent a single residential dwelling unit and have a street tree on or fronting the property are assigned 1.0 SFE. All single-family houses with tree(s) and those units in R-2 zones that are being used as single-family dwellings (with trees) are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the relative number of people who reside in multi-family residential units compared to the average number of people who reside in a single-family home. The population density factors for the County of San Mateo from the 1990 US Census (the most recent data available when the Assessment was established) are depicted below. The SFE factors for condominium, townhouse, and multi-family parcels, as derived from relative dwelling unit population density, are also shown below.

FIGURE 1 – RESIDENTIAL ASSESSMENT FACTORS

<i>Property Type</i>	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor*</i>
Single Family Residential	412,685	140,248	2.94	1.0
Condominium/Townhouse	54,284	19,331	2.81	0.9
Multi-Family Residential	158,004	65,981	2.39	0.8

Source: 1990 Census, San Mateo County

The SFE factor for condominium, townhouse, and multi-family parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single-family residential home. Multi-family units are assessed at 0.80 per unit up to a maximum of 4.0 SFE per parcel (maximum of 5 units multiplied by 0.80). Condominium and townhouse parcels are assessed at 0.90 per unit, up to a maximum of 4.5 SFEs per development (maximum of 5 units multiplied by 0.90).

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single-family residential property and the average commercial/industrial property. The average size of a parcel for a single-family home in the District is approximately 0.18 acres, and such single-family property has an SFE value of 1.0. Using the equivalence of benefit on a land area basis, improved commercial and industrial parcels of approximately 0.20 acres or less would also receive an SFE benefit factor of 1.0. Commercial and industrial parcels in excess of a fifth of an acre in size are assigned 1.0 SFE per 0.20 acre or portion thereof, and the maximum benefit factor for any commercial/industrial parcel is 5.0 SFE.

Vacant parcels are also benefited from the street tree improvement and maintenance program. An example of a benefit is enhancement of the visual appeal that will accrue to a vacant parcel from the presence or proximity of the community's street trees based on its future potential use. Undeveloped property also benefits from the installation and maintenance of street trees, because if the property is developed during the year, the street trees will be available to the developed property. The relative benefit to vacant property is determined to be generally equal to the benefit to a single-family home property. Therefore, vacant property with street tree(s) are assessed 1 SFE.

### PROPERTIES WITHOUT STREET TREES

The special benefit factors conferred on property can be defined by the benefits conferred to properties with and without street trees. The types of benefits conferred to all property in the community include protection of views, screening, and resource values and enhanced desirability of the property. A higher level of special benefits is conferred directly on parcels with street trees because these parcels obtain additional benefits from well-maintained, healthy trees fronting the property. The types of special benefits that are increased for properties with street trees include enhanced levels of safety, desirability, unique proximity, access and views of resources and facilities from healthy trees on the property. Therefore, individual properties without street trees but in close proximity to parcels with street trees receive a direct benefit from the street trees and should pay 50% of the rate for a similar property with street trees. Such properties are assigned an SFE benefit factor that is 50% of that for a similar property with street trees.

### ASSESSMENT APPORTIONMENT - SIDEWALK PROGRAM

The benefits to property for sidewalks, curbs, gutters and parking strips are closely related to a parcel's proximity to these improvements and the parcel's proximity to street trees. Street trees are the most common cause of sidewalk problems. Therefore, the highest benefit from the proposed sidewalk improvements is to properties with street trees and sidewalks, curbs and gutters, or street trees and parking strips and gutters, because without the maintenance work, these improvements would degrade more quickly, which would affect the parcel's appearance and safety. It is estimated that 1/3 of the special benefits are conferred to property with street trees and sidewalks or parking strips. Another 1/3 of the special benefits are conferred to property with street trees and curbs and gutters. Special benefit factors are also conferred on property without street trees or adjoining sidewalk, curb, gutter and/or parking strip improvements that are in close proximity to these types of improvements. It is estimated that the remaining 1/3 of the special benefit factors from the Sidewalk Program are conferred to these parcels that are in close proximity to the improvements but that do not have improvements directly adjacent to their property.

Consequently, properties with street trees and sidewalks or parking strips and curbs and gutters or valley gutters are assigned a benefit factor of 1 SFE. Properties with street trees, curbs and gutters are assigned a benefit factor of 0.67 SFE. If there are street trees but no improvements along the frontage of a parcel, or no street trees on a parcel, its benefit is 1/3 or 0.33 SFE.

### ASSESSMENT APPORTIONMENT - OTHER PROPERTIES

Improved, publicly owned parcels that are used for residential, commercial or industrial purposes are assessed at the rates specified previously. Other improved public property; institutional property and properties used for educational purposes, typically generate employees on a less consistent basis than other non-residential parcels. Moreover, many of these parcels provide some degree of on-site amenities that serve to offset some of the benefits from the District. Therefore, these parcels, with or without street trees, receive minimal benefit and are assessed an SFE factor of 1 for street tree assessments and an SFE factor of 1 for sidewalks, curbs and gutter assessments.

All properties that are specially benefited have been assessed. Agricultural parcels without living units, public right-of-way parcels, well, reservoir or other water rights parcels, unimproved open space parcels, watershed parcels and common area parcels generally provide recreational, open space and/or scenic benefits to the community. As such, they tend to provide similar benefits as provided by the improvements in the District. Any benefits they would receive from the landscaping maintenance are generally offset by the equivalent benefits they provide. Moreover, these parcels typically do not generate employees, residents or customers. Such parcels are, therefore, not specially benefited and are not assessed.

## APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Public Works Director of the City of Menlo Park or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Public Works Director or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Director or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of San Mateo for collection, the Public Works Director or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Public Works Director or his or her designee shall be referred to the City Council of the City of Menlo Park and the decision of the City Council of the City of Menlo Park shall be final.

FIGURE 2 – TREE MAINTENANCE ASSESSMENTS

<i>Property Type</i>	<i>2021-22 Assessment Rates</i>	
<i>Parcels with Trees</i>	<i>Assessment Rate</i>	
Single Family	\$86.29	(per Parcel)
R-2 Zone, in use as single family	\$86.29	(per Parcel)
Condominium/Townhouse	\$77.66	(per Unit, \$388.3 max. per Project)
Other Multi-family	\$69.03	(per Unit, \$345.16 max. per Project)
Commercial	\$86.29	(per 1/5 acre, \$431.450 max. per Project)
Industrial	\$86.29	(per 1/5 acre, \$431.450 max. per Project)
Parks, Educational	\$86.29	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)
<i>Parcels without Trees</i>		
Single Family	\$43.15	(per Parcel)
R-2 Zone, in use as single family	\$43.15	(per Parcel)
Condominium/Townhouse	\$38.83	(per Unit, \$194.15 max. per Project)
Other Multi-family	\$34.52	(per Unit, \$172.58 max. per Project)
Commercial	\$43.15	(per 1/5 acre, \$215.73 max.)
Industrial	\$43.15	(per 1/5 acre, \$215.73 max.)
Parks, Educational	\$43.15	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)

FIGURE 3 – SIDEWALK, CURB, GUTTER, PARKING STRIP ASSESSMENTS

<i>Parcels with Trees</i>	<i>2021-22 Assessment Rates</i>	
Sidewalks, curbs, gutters	\$46.10	(per Parcel)
Parking strips and gutters	\$46.10	(per Parcel)
Curbs and/or gutters only	\$30.89	(per Parcel)
No improvements	\$15.21	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)
<i>Parcels without Trees</i>		
Parcels with or without improvements	\$15.21	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)

Note: All total combined tree and sidewalk assessment amounts are rounded to the lower even penny.

## ASSESSMENT

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WHEREAS, on February 11, 2020 the City Council of the City of Menlo Park, County of San Mateo, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIII D of the California Constitution (collectively "the Act"), adopted its Resolution Initiating Proceedings for the Levy of Assessments within the Landscaping Assessment District;

WHEREAS, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of said proposed improvements therein contained, reference is hereby made for further particulars;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the City Council of said City of Menlo Park, hereby make the following assessment to cover the portion of the estimated cost of said improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for said improvements and the expense incidental thereto, to be paid by the Landscaping Assessment District for the fiscal year 2021-22 is generally as follows:

FIGURE 4 – SUMMARY COST ESTIMATE

	<i>F.Y. 2021-22 Budget</i>
Street Tree Program	\$ 785,371.33
Street Sweeping	\$ 299,841.40
Sidewalk Program	\$ 550,000.00
Incidental Expenses	\$ 107,150.00
<b>TOTAL BUDGET</b>	<b>\$1,742,363</b>
Plus:	
Projected Fund Balance	\$ 495,763.59
Less:	
City Contribution for General Benefits	(\$711,000.00)
Contribution from Carry-Over Fund Balances	\$ (439,009.60)
<b>NET AMOUNT TO ASSESSMENTS</b>	<b>\$ 1,088,116.72</b>



As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of said Landscaping Assessment District. The distinctive number of each parcel or lot of land in the said Landscaping Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incidental thereto, upon the parcels and lots of land within said Landscaping Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is made upon the parcels or lots of land within the Landscaping Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

The assessment is subject to an annual adjustment tied to the Engineering News Record (ENR) Construction Cost Index for the San Francisco Bay Area, with a maximum annual adjustment not to exceed 3%. Any change in the ENR in excess of 3% shall be cumulatively reserved as the "Unused ENR" and shall be used to increase the maximum authorized assessment rate in years in which the ENR is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the ENR plus any Unused ENR as described above. The initial, maximum assessment rate balloted and established in Fiscal Year 1998-99 was \$64.28 per single family equivalent benefit unit for tree maintenance, and \$28.70 per single family equivalent benefit unit for sidewalk maintenance.

Based on the preceding annual adjustments, the maximum assessment rate for Fiscal Year 2020-21 was \$83.64 for tree maintenance and \$44.68 for Sidewalk maintenance. The change in the ENR from December 2019 to December 2020 was 3.17%. Therefore, the maximum authorized assessment rate for Fiscal Year 2021-22 has been increased from \$117.57 to \$121.10 per single family equivalent benefit unit for tree maintenance, and from \$52.49 to \$54.07 per single family equivalent benefit unit for sidewalk maintenance. However, the estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2021-22 at the rate of \$86.29 per single family equivalent benefit unit for tree maintenance, which is less than the maximum authorized assessment rate and is a 3.17% increase over the rate assessed in the previous fiscal year. The proposed assessment rate for fiscal year 2021-22 for sidewalk maintenance is \$46.10 per single family equivalent benefit unit, which is also less than the maximum authorized assessment rate and is a 3.17% increase over the rate assessed in the previous fiscal year.

Property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the ENR adjustment schedule. As a result, the assessment may continue to be levied annually

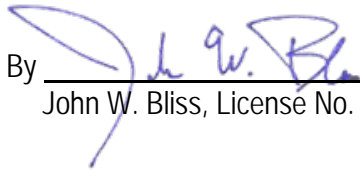
and may be adjusted by up to the maximum annual ENR adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of San Mateo for the fiscal year 2021-22. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2021-22 for each parcel or lot of land within the said Landscaping Assessment District.

May 21, 2021

Engineer of Work

By  \_\_\_\_\_  
John W. Bliss, License No. C52091



## FIGURE 5 – ENGINEER’S COST ESTIMATE, FISCAL YEAR 2021-22

Fiscal Year 2021-22  
CITY OF MENLO PARK LANDSCAPING ASSESSMENT DISTRICT  
ENGINEER’S COST ESTIMATE

A. Tree Maintenance		
Salaries & Benefits	\$	399,896.33
Operating Expense	\$	44,275.00
Fixed Assets & Capital Outlay	\$	20,200.00
Vehicle & Equipment Maintenance	\$	15,000.00
Professional Services (Tree Spraying, Tree Trimming, Misc.)	\$	306,000.00
Subtotal - Tree Maintenance	\$	785,371.33
B. Debris Removal		
Salaries & Benefits	\$	73,841.40
Street Sweeping Contract	\$	226,000.00
Subtotal - Debris Removal	\$	299,841.40
C. Sidewalk, Curb, Gutter, Parking Strip Repair/Replacement		
Construction Costs	\$	550,000.00
Design & Inspection	\$	-
Subtotal - S/W,C,G, & PS Repair/Replace	\$	550,000.00
Subtotal Tree/Debris/Reforestation/Sidewalk	\$	1,635,212.73
D. Incidentals		
Indirect Costs & Administration	\$	92,150.00
County Collection Fees	\$	15,000.00
Subtotal - Incidentals	\$	107,150.00
<b>Total Cost</b>	<b>\$</b>	<b>1,742,362.73</b>

**Engineer's Cost Estimate, Fiscal Year 2021-22 (continued)**

Projected Fund Balance	\$ 495,763.59
Tree Maintenance Ending Fund Balance	\$ (388,037.23)
Less General Fund Contribution	\$ (265,000.00)
Measure M	\$ (146,000.00)
Sidewalk Fund Ending Balance	\$ (50,972.37)
Less General Fund CIP Contribution to Sidewalk Fund	\$ (300,000.00)
<b>Net to Assessment</b>	<b>\$ 1,088,116.73</b>

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Revenue

Single Family Equivalent Benefit Units - Trees	8,978.66									
Single Family Equivalent Benefit Units - Sidewalks	6,797.14									
	<table border="0"> <tr> <td></td> <td align="center"><u>2021-22</u></td> <td align="center"><u>2020-21</u></td> </tr> <tr> <td>Assessment Rate for Tree Fund/ SFE</td> <td align="right">\$86.29</td> <td align="right">\$83.64</td> </tr> <tr> <td>Assessment Rate for Sidewalk Fund/ SFE</td> <td align="right">\$46.10</td> <td align="right">\$44.68</td> </tr> </table>		<u>2021-22</u>	<u>2020-21</u>	Assessment Rate for Tree Fund/ SFE	\$86.29	\$83.64	Assessment Rate for Sidewalk Fund/ SFE	\$46.10	\$44.68
	<u>2021-22</u>	<u>2020-21</u>								
Assessment Rate for Tree Fund/ SFE	\$86.29	\$83.64								
Assessment Rate for Sidewalk Fund/ SFE	\$46.10	\$44.68								
Revenue for Tree Fund	\$774,768.57									
Revenue for Sidewalk Fund	\$313,348.15									
<b>Total Revenue *</b>	<b>\$1,088,116.73</b>									

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\* Total revenue is slightly less than SFEs times the assessment rate because all combined assessments are rounded down to the even penny.

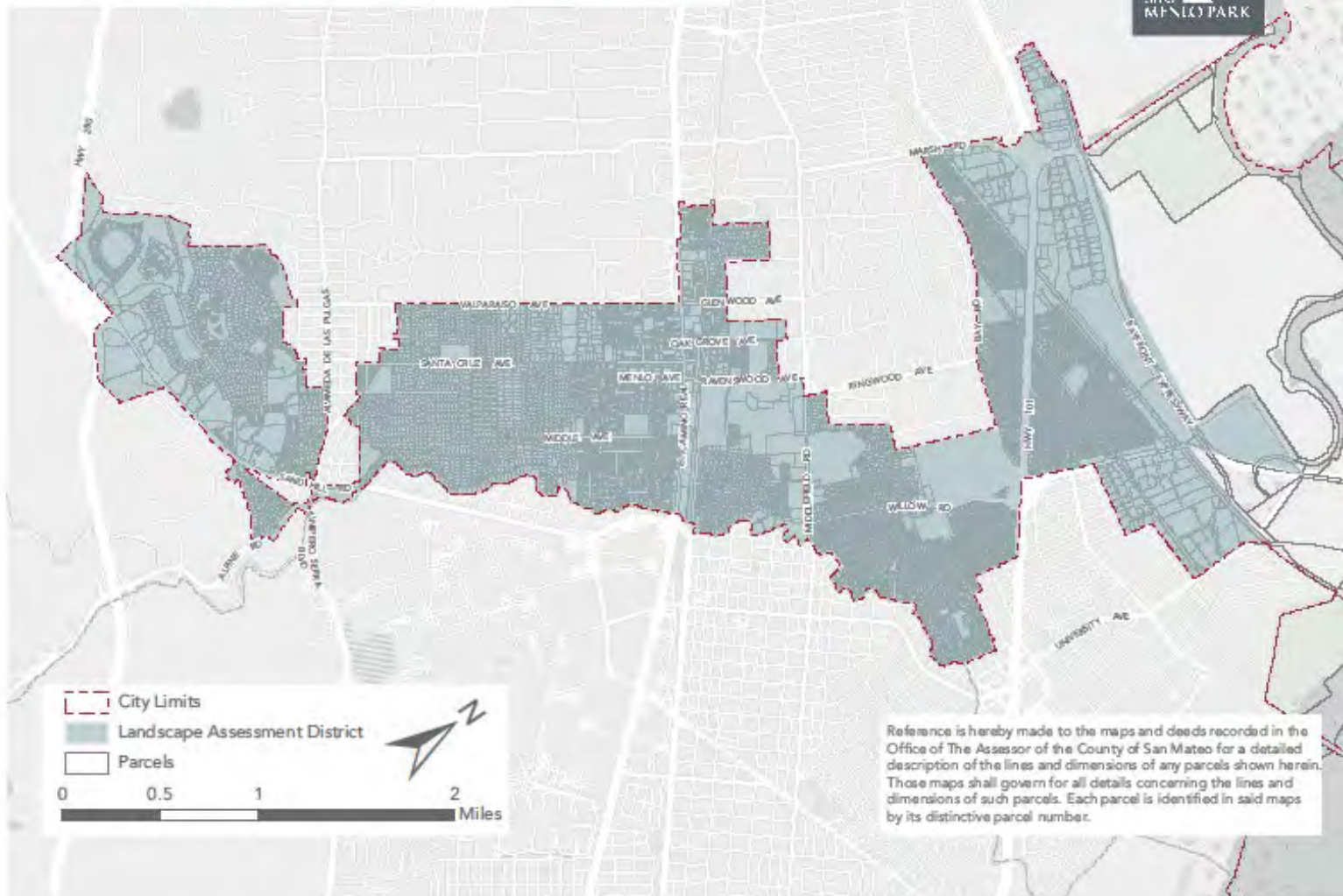
## ASSESSMENT DIAGRAM

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The Landscaping Assessment District includes all properties within the boundaries of the City of Menlo Park.

The boundaries of the Landscaping Assessment District are displayed on the following Assessment Diagram.

# Landscape Assessment District



**APPENDIX A – ASSESSMENT ROLL, FY 2021-22**

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the City Clerk of the City of Menlo Park, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.



## STAFF REPORT

### City Council

Meeting Date:

5/25/2021

Staff Report Number:

21-113-CC

Public Hearing:

**Adopt Resolution No. 6630 adopting the 2020 Urban Water Management Plan and Water Shortage Contingency Plan**

### Recommendation

Staff recommends that the City Council adopt Resolution No. 6630 (Attachment A) adopting the 2020 Urban Water Management Plan (UWMP) and the Water Shortage Contingency Plan (WSCP.)

### Policy Issues

Menlo Park Municipal Water (MPMW) is a city-owned water service provider for a portion of the City of Menlo Park. The City Council acts as the governing body for MPMW and is responsible for ensuring the financial stability of the water system including setting customer rates, approving capital plans and other expenditures, and declaring a drought (by adopting a drought stage as outlined in the WSCP, which is included in the UWMP.)

### Background

MPMW supplies water to approximately half of the City to approximately 19,000 residents through almost 4,400 service connections. MPMW purchases all of its water from the San Francisco Public Utilities Commission (SFPUC.)

#### Urban water management plan (UWMP)

California Water Code, §10610-10656 and §10608 requires that urban water suppliers that either provide over 3,000 acre-feet of water annually or serve more than 3,000 service connections prepare UWMPs every five years. Some of the main topics required in the UWMP include:

- Water supply reliability – Assessment of water source reliability over a 20-year planning period considering future demands, growth, and population to ensure that adequate water supplies are available to meet existing and future water needs
- Water service reliability and drought risk assessment – Conduct a dry-year water reliability assessment for up to five consecutive dry years.
- Water shortage contingency plan – A WSCP consisting of six drought stages (up to 10 percent, up to 20 percent, up to 30 percent, up to 40 percent, up to 50 percent, and greater than 50 percent reductions.)

On April 21, 2020, the City Council approved an agreement with EKI Environment & Water, Inc. (EKI) to develop the 2020 UWMP and WSCP. The City must adopt both the 2020 UWMP and the 2020 WSCP and submit them to the Department of Water Resources (DWR) by July 1 in order to be eligible for state grants, loans and drought assistance. The new water rates adopted by the City Council May 11 include drought surcharges corresponding to the proposed WSCP's six drought stages.



On April 13, the City Council held a study session to discuss the draft 2020 UWMP and WSCP (Attachment B.) At that meeting, the general manager of the Bay Area Water Supply and Conservation Agency (BAWSCA) presented information on the Bay-Delta Plan and SFPUC's water service reliability data provided to BAWSCA agencies for inclusion in their UWMPs.

The State Water Board oversees the San Francisco Bay/Sacramento-San Joaquin Delta Estuary Water Quality Control Plan (also known as the Bay-Delta Plan) which establishes water quality control measures and flow requirements for beneficial uses in the watershed. Updating the Bay-Delta Plan began in 2009, and the State approved it in December 2018. It requires keeping 30 to 50 percent of watershed runoff in the lower San Joaquin River and three tributaries – Tuolumne, Merced and Stanislaus rivers – from February to June to help increase salmon population, thus reducing the amount of water for San Francisco and BAWSCA agencies. The Bay-Delta Plan is scheduled to go into effect in 2023. When the Bay-Delta Plan is implemented, SFPUC will be able to meet the Wholesale Customers' projected water demands, except in drought years when supply shortages are anticipated. Drought years are described as "single" or "multiple" dry years to reflect the severity and duration of a drought. Implementing the Bay-Delta Plan will require rationing in all single dry years and multiple dry years. To help offset long-term impacts, SFPUC is actively pursuing an Alternative Water Supply Program to provide new regional and local water supply and storage projects.

Also at the April 13 meeting, the City's consultant, EKI, explained how they developed the draft 2020 UWMP and WSCP. During normal non-drought years, MPMW is expected to have adequate water supplies to meet projected demands through 2040. SFPUC's water service reliability data with the Bay-Delta Plan shows that MPMW could see SFPUC supply shortages in single dry years or multiple dry years upward of 50 percent.

Following that meeting, EKI incorporated feedback from the City Council (clarifying that MPMW is required to include SFPUC water service reliability data into the 2020 UWMP) and prepared the draft 2020 UWMP and WSCP (Attachment C.) Staff posted the draft documents on the City's webpage May 3, published an article in the weekly digest, and emailed local government agencies and other water suppliers in the area that the draft documents were available for public review

The City Council also expressed interest in holding a workshop to learn more about the State Water Resources Control Board's (SWRCB) adopted 2018 Bay-Delta Plan, the proposed Tuolumne River Voluntary Agreement in lieu of the Bay-Delta Plan, and non-governmental organization (NGO) viewpoints, including those of the Tuolumne River Trust. Staff is working on determining next steps and schedule for this request, but this effort can follow adoption of the UWMP as described further below.

## **Analysis**

### Water supply reliability

During normal non-drought years, MPMW is expected to have adequate water supplies to meet its projected demands through 2040. Table 1 shows MPMW's projected demands through 2040, which includes population and employment growth from the City's general plan, and accounts for reductions in potable water demand with the development of recycled water in partnership with West Bay Sanitary District (WBSD.) Projected demands are less than MPMW's Individual Supply Guarantee (ISG) from SFPUC, which under normal (non-drought) conditions will be able to meet ISGs with its contracted agencies.

Table 1: Projected water demands					
20-year projections	2020	2025	2030	2035	2040
MPMW ISG (million gallons, mgd)	4.456	4.456	4.456	4.456	4.456
MPMW projected demand (mgd)	2.869	3.549	3.682	3.864	4.06
Percent of total ISG	64.40%	79.70%	82.60%	86.70%	91.10%

Additional growth anticipated from upcoming planning efforts, including the latest regional housing needs allocations from the Association of Bay Area Governments and the City’s housing element update, will include an additional evaluation of water supply needs as part of the environmental review.

Water service reliability and drought risk assessment

MPMW must include SFPUC water supply information in its UWMP, as per California Water Code §10631, *“An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier’s plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water...”*

Between the end of January and the April 13 study session, SFPUC provided multiple sets of supply reliability to BAWSCA agencies for inclusion in their respective UWMPs. Each set improved on the previous data set provided and included several scenarios based on different variables. After SFPUC released each data set, BAWSCA held a workshop for agencies to review the data and ask questions. It was clear that each agency would need to decide to include the SFPUC water service reliability data to include in the main body of their UWMP, and whether to mention other data provided in the text or appendix.

MPMW’s draft 2020 UWMP includes the scenario being used in SFPUC’s draft UWMP in accordance with the above referenced water code section. All other BAWSCA agencies surveyed are doing the same in their respective UWMPs. Uncertainties remain: it is unknown if the SWRCB will adopt a voluntary agreement in the future, and SFPUC’s supply reliability data does not account for implementation of SFPUC’s Alternative Water Supply Program. BAWSCA will continue to work closely with the SFPUC to ensure the success and timely implementation of the Alternative Water Supply Program and hold SFPUC accountable to meet their wholesale customer’s contractual obligations. Should conditions change that would affect the SFPUC water service reliability data, MPMW can update the UWMP accordingly prior to the next 5-year UWMP cycle.

In addition, SFPUC’s Tier Two Plan which outlines how water reductions are allocated for individual agencies was not designed for shortages greater than 20 percent. BAWSCA provided a temporary refined methodology in this situation that allocates SFPUC supplies as an equal percent reduction applied across all agencies, the best available way to calculate the reductions at this time. This allocation method is only temporary as the preliminary basis for the 2020 UWMP water service reliability analysis, and does not in any way imply agreement by BAWSCA member agencies as to the exact allocation methodology. BAWSCA member agencies will begin discussions later this year about jointly developing an allocation method in the event that SFPUC is not able to deliver its contractual supply volume, and its cutbacks exceed 20 percent. This process could take two years, as all the BAWSCA agencies will have to adopt the revised Tier Two allocation method for it to go into effect.

The data presented in the April 13 study session has not changed and are shown in Tables 2 and 3.

Table 2: SFPUC Percent cutback to the wholesale customers based on projected future demands					
20-year projections	2020	2025	2030	2035	2040
Normal non-drought years	0%	0%	0%	0%	0%
Consecutive first dry year	0%	-36%	-36%	-36%	-37%
Consecutive second dry year	0%	-45%	-45%	-46%	-46%
Consecutive third dry year	-47%	-45%	-45%	-46%	-46%
Consecutive fourth dry year	-47%	-45%	-45%	-46%	-52%
Consecutive fifth dry year	-47%	-45%	-45%	-50%	-52%

Note: In the UWMP, these BAWSCA percent cutbacks will be applied to water use within MPMW's service area.

Table 3: MPMW supply reliability and drought cutbacks					
5-year projections	2021	2022	2023	2024	2025
Demand for BAWSCA drought allocations (mgd) <sup>1,2</sup>	2.92	2.93	2.93	2.93	2.93
Available supply with Bay-Delta Plan (mgd)	2.92	2.76	1.55	1.55	1.55
% Drought cutback <sup>3</sup>	0%	-6%	-47%	-47%	-47%

Notes:

1. MPMW's individual supply guarantee (ISG) is 4.456 mgd.
2. BAWSCA used MPMW's fiscal year 2021-2022 projected demands (2.93 mgd) to calculate drought allocations, and applied the same cutbacks for subsequent dry years.
3. In the UWMP, these BAWSCA percent cutbacks will be applied to water use within MPMW's service area.

**Impact on future development**

The 2020 UWMP identifies that there is sufficient capacity within the City's individual supply guarantee (ISG) with SFPUC to meet the demand of the MPMW service area as proposed in the City's current general plan. While the SFPUC service reliability data associated with available water supply during dry years identifies necessary water reductions, the proposed plan would not preclude or prevent the City from adding housing within the MPMW service area

Areas outside the MPMW service areas such as downtown and the surrounding California Water Service Company service area would be subject to water supply availability identified within their UWMP. As part of the City's Housing Element update, the environmental review will evaluate the increase in planned housing units' potential impact on all water availability within the City.

**Water shortage contingency plan (WSCP)**

The WSCP outlines proposed actions (City responses and corresponding regulations/prohibitions) for each of the required six drought stages. It provides flexibility for the City Council to incorporate additional regulations/prohibitions based on any future emergency water regulations adopted by the State Water Board or drought-related actions imposed by SFPUC.

Attachment D shows proposed shortage response actions for each of the six drought stages, including

State Water Board mandatory regulations that are currently in effect. Staff has coordinated the proposed response actions with California Water Service Company to ensure that similar messaging can be delivered citywide in the event of actions being implemented.

### Next steps

The staff recommended action to adopt Resolution No. 6630 adopting the UWMP does not represent a position on the Bay-Delta Plan or any alternative, rather compliance with the guidelines set forth in the water code. All other BAWSCA agencies surveyed will be including SFPUC water service reliability data. This includes Palo Alto, the only BAWSCA agency that has taken a position supporting the Bay-Delta Plan. Should conditions change that would affect the SFPUC water service reliability data, MPMW can update the UWMP accordingly prior to the next 5-year UWMP cycle. This is an approach that other BAWSCA agencies surveyed are planning on taking.

The deadline to submit the 2020 UWMP and WSCP to the Department of Water Resources is July 1. While the City would not be penalized if it does not submit on time, any grant funding would be jeopardized including a \$500,000 grant for automated water meter reading infrastructure that staff secured this spring.

If the City Council adopts the resolution approving the 2020 UWMP and WSCP, staff will submit the final adopted plans to the Department of Water Resources by July 1. Staff will also provide a copy to the California State Library (as required by the water code) and notify local agencies and water customers (e.g., water bills, annual water quality report, digest article) that the final documents are available on the City's webpage.

### **Impact on City Resources**

No additional appropriations or resources are required to finalize the 2020 UWMP and WSCP. If the City Council does not adopt the 2020 UWMP and WSCP, the City may not be eligible to receive the \$500,000 grant for automated water meter reading infrastructure.

### **Environmental Review**

Adoption of the 2020 Urban Water Management Plan and Water Shortage Contingency Plan are categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15307 of the CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources.)

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Staff also posted the draft documents on the City's webpage on May 3, published an article in the weekly digest, published newspaper notices on May 7, 2021 and May 14, 2021 and emailed local government agencies and other water suppliers in the area that the draft documents were available for public review.

### **Attachments**

- A. Resolution No. 6630 to adopt the 2020 UWMP and WSCP
- B. Hyperlink – April 13, 2021, Staff Report #21-071-CC, Study Session on the 2020 UWMP and WSCP: [menlopark.org/DocumentCenter/View/27878/G1-20210413-CC-Urban-water-mgmt-plan](https://menlopark.org/DocumentCenter/View/27878/G1-20210413-CC-Urban-water-mgmt-plan)
- C. Hyperlink - Urban Water Management Plan - [menlopark.org/watermanagementplan](https://menlopark.org/watermanagementplan)

Staff Report #: 21-113-CC

D. Proposed WSCP drought stages and shortage response actions

Report prepared by:  
Pam Lowe, Senior Civil Engineer

Report reviewed by:  
Christopher Lamm, Assistant Public Works Director

**RESOLUTION NO. 6630****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN AND WATER  
SHORTAGE CONTINGENCY PLAN**

WHEREAS, the Urban Water Management Planning Act (Water Code Section 10610 – 10656 and 10608) requires every urban water supplier to prepare an Urban Water Management Plan ("UWMP"), the primary function of which is to support the suppliers' long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs; and

WHEREAS, the City's Menlo Park Municipal Water is an urban water supplier serving approximately 19,000 water customers; and

WHEREAS, the Water Shortage Contingency Plan ("WSCP") is included as a chapter of the UWMP and provides an action plan for a drought or catastrophic water supply; and

WHEREAS, the City's last Urban Water Management Plan was prepared in 2016; and

WHEREAS, the Urban Water Management Planning Act requires periodic review of the UWMP at least once every five years, followed by any amendments or changes to the UWMP that are indicated by that review; and

WHEREAS, an updated Urban Water Management Plan must be adopted by the City Council by July 1, 2021 and filed with the California Department of Water Resources within 30 days of adoption; and

WHEREAS, recent amendments to the Urban Water Management Planning Act require an updated Water Shortage Contingency Plan must be adopted by the City Council by July 1, 2021 and filed with the California Department of Water Resources within 30 days of adoption; and

WHEREAS, the City hired EKI Environmental & Water, Inc. ("EKI") to develop Menlo Park Municipal Water's ("MPMW") 2020 UWMP and WSCP; and

WHEREAS, MPMW receives all of its water from the San Francisco Public Utilities Commission (SFPUC); and

WHEREAS, the SFPUC has provided supply reliability data with the 2018 Bay-Delta Plan Amendment based on projected demands which reduces available supplies by almost 50 percent starting in year 2023 during dry years; and

WHEREAS, the Bay Area Water Supply and Conservation Agency ("BAWSCA") provided a temporary refined methodology that allocates SFPUC supplies as an equal percent reduction applied across all agencies when SFPUC shortages are greater than 20 percent. This allocation method is only temporary as the preliminary basis for the 2020 UWMP supply reliability analysis, and does not in any way imply an agreement by BAWSCA member agencies as to the exact allocation methodology; and

WHEREAS, the City has prepared and circulated a draft Urban Water Management Plan and Water Shortage Contingency Plan for public review, and properly noticed a public hearing regarding said plan held by the City Council on May 25, 2021; and

WHEREAS, the Menlo Park City Council considered the Urban Water Management Plan and Water Shortage Contingency Plan, staff report, and all public testimony on May 25, 2021;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK HEREBY RESOLVES, as follows:

1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.
2. The City Council adopts the 2020 Urban Water Management Plan.
3. The City Council adopts the 2020 Water Shortage Contingency Plan.
4. The City Council finds that adoption of the 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15307 of the CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources).

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on twenty-fifth day of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fifth day of May, 2021.

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Judi A. Herren, City Clerk

**Proposed WSCP Drought Stages and Shortage Response Actions**

Shortage Level	Reduction	Shortage Response Actions	Prohibitions / Regulations
No Drought	None		<ol style="list-style-type: none"> <li>1. Hoses must be equipped with a shut-off valve for washing vehicles, sidewalks, walkways, or buildings.</li> <li>2. Ornamental fountains shall use only re-circulated or recycled water.</li> <li>3. Potable water shall not be applied in any manner to any driveway, sidewalk, or other hard surface except when necessary to address immediate health or safety concerns.</li> <li>4. Potable water shall not be used to water outdoor landscapes in a manner that causes more than incidental runoff onto non-irrigated areas, walkways, roadways, parking lots, or other hard surfaces.</li> <li>5. Potable water cannot be applied to outdoor landscapes during and up to 48 hours after measurable rainfall.</li> <li>6. Potable water shall not be used to irrigate ornamental turf on public street medians.</li> <li>7. Hotels and motels shall provide guests an option whether to launder towels and linens daily. Hotels and motels shall prominently display notice of this option in each bathroom using clear and easily understood language.</li> <li>8. Restaurants and other food service operations shall serve water to customers only upon request during a period for which the Governor has issued a proclamation of a state of emergency.</li> <li>9. Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period.</li> <li>10. Recreational water features shall be covered when not in use.</li> <li>11. Single-pass cooling systems on new construction shall not be allowed.</li> <li>12. Other measures as may be approved by the State Water Resources Control Board or City Council Resolution.</li> </ol>
1	Up to 10%	<ol style="list-style-type: none"> <li>1. Initiate public outreach to inform customers that there is a water shortage emergency.</li> <li>2. Implement Stage 1 drought surcharge.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with “no drought” restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Newly constructed homes and buildings must irrigate with drip or microspray only.</li> <li>3. Other measures as may be approved by City Council Resolution.</li> </ol>



Shortage Level	Reduction	Shortage Response Actions	Prohibitions / Regulations
2	Up to 20%	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 1.</li> <li>2. Increase public outreach for added restrictions and prohibitions, and to provide information regarding fines or penalties for non-compliance.</li> <li>3. Coordinate with BAWSCA, SFPUC, and other Menlo Park water agencies (California Water Service, O'Connor Cooperative Water Tract, East Palo Alto, Palo Alto Park Mutual Water Company).</li> <li>4. Evaluate if participation in BAWSCA's subscription water conservation programs can be increased.</li> <li>5. Train City staff and billing contractor customer service representatives how to respond to customer calls, reports and complaints.</li> <li>6. Evaluate options to capture water during routine flushing of water mains.</li> <li>7. Implement Stage 2 drought surcharge.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with Stage 1 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Irrigating outdoor ornamental landscapes or turf with potable water is limited to no more than two (2) days per week on a schedule established by the Director and posted on the City's website, except for hand watering. Water customers may be granted an exception upon review and approval of a Drought Response Plan by the Public Works Director pursuant to such policies and procedures as may be established by the Public Works Director provided that such plan results in an equivalent or greater reduction in water use.</li> <li>3. Hand watering must be with a continuously monitored hose fitted with an automatic shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use or monitored.</li> <li>4. Other measures as may be approved by City Council Resolution.</li> </ol>
3	Up to 30%	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 2.</li> <li>2. Increase public outreach for added restrictions and prohibitions, and to provide information how to report water waste to the City.</li> <li>3. Increase public outreach to the top 10% water users in each customer category.</li> <li>4. Coordinate with Police code enforcement to investigate water waste reports.</li> <li>5. Request cooperation from Menlo Park Fire District to reduce fire training water use.</li> <li>6. Implement Stage 3 drought surcharge.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with Stage 2 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Permits for construction of new pools shall include a requirement that potable water shall not be used to fill new pools.</li> <li>3. Vehicles may only be washed at vehicle washing facilities using recycled or recirculating water.</li> <li>4. Other measures as may be approved by City Council Resolution.</li> </ol>

Shortage Level	Reduction	Shortage Response Actions	Prohibitions / Regulations
4	Up to 40%	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 3.</li> <li>2. Increase public outreach for added restrictions and prohibitions.</li> <li>3. Increase public outreach to the top 20% water users in each customer category.</li> <li>4. Evaluate staff resources. May include hiring temporary staff or training additional City staff to assist with customer service and enforcement.</li> <li>5. Reevaluate routine flushing of water mains except when necessary to address immediate health or safety concerns.</li> <li>6. Consider increasing fines for multiple violations.</li> <li>7. Implement Stage 4 drought surcharge.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with Stage 3 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Irrigating outdoor ornamental landscapes or turf with potable water is limited to no more than one (1) day per week on a schedule established by the Director and posted on the City's website, except for hand watering. Water customers may be granted an exception upon review and approval of a Drought Response Plan by the Public Works Director pursuant to such policies and procedures as may be established by the Public Works Director provided that such plan results in an equivalent or greater reduction in water use.</li> <li>3. Potable water shall not be used for construction or dust control.</li> <li>4. Potable water shall not be used for commercial vehicles that provide street washing, sweeping or cleaning.</li> <li>5. Other measures as may be approved by City Council Resolution.</li> </ol>
5	Up to 50%	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 4.</li> <li>2. Increase public outreach for added restrictions and prohibitions.</li> <li>3. Increase public outreach to the top 30% water users in each customer category.</li> <li>4. Implement water waste patrols and increase enforcement.</li> <li>5. Halt installations of new potable water meters (temporary or permanent) or meter upgrades except if a valid, unexpired building permit has been issued for the project; or the project is necessary to protect the public's health, safety, and welfare.</li> <li>6. Halt issuing statements of immediate ability to serve or provide potable water service.</li> <li>7. Consider increasing fines for multiple violations.</li> <li>8. Develop water budgets for all accounts.</li> <li>9. Use emergency groundwater well(s).</li> <li>10. Implement Stage 5 drought surcharge.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with Stage 4 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Water use shall not exceed water budgets established for each customer.</li> <li>3. Hand watering outdoor ornamental landscapes is only allowed between designated hours, as determined by the Public Works Director.</li> <li>4. Turf irrigation is prohibited at all times, including artificial turf.</li> <li>5. Existing irrigation systems shall not be expanded.</li> <li>6. Other measures as may be approved by City Council Resolution.</li> </ol>

Shortage Level	Reduction	Shortage Response Actions	Prohibitions / Regulations
6	Greater than 50%	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 5.</li> <li>2. Increase public outreach for added restrictions and prohibitions.</li> <li>3. Increase public outreach to the top 40% water users in each customer category.</li> <li>4. Halt installations of new potable water meters (temporary or permanent) even if a valid, unexpired building permit has been issued for the project.</li> <li>5. Consider increasing fines for multiple violations.</li> <li>6. Increase water budget reduction requirements.</li> <li>7. Implement other short-term emergency actions from the Emergency Response Plan.</li> <li>8. Implement Stage 6 drought surcharge.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with Stage 5 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Hand watering outdoor ornamental landscapes is prohibited at all times.</li> <li>3. Other measures as may be approved by City Council Resolution.</li> </ol>

Agenda item M1  
Jay Siegel, resident

My name is Jay Siegel and I'm a resident of Sharon Heights in the Menlo Park Water District. Tonight, I want to comment on the impact of the tiered rates in the Water Shortage Contingency Plan.

The city in its April 2021 draft presentation of the Urban Water Management Plan contains Table 9.1. Category 3 of the water demand management measures is Conservation Pricing where the Target Sectors in that table are listed as SF (single-family), MF (multi-family), CII (commercial, industrial, & institutional), and IRR (irrigation/landscaping), essentially all customer segments. This is blatantly wrong. First, the tiers are based on family water use and tier 3 is defined as excess outdoor watering. Thus, the tiered pricing structure is relevant only to families. Secondly, in practice, all customers NOT living in single-family residences end up in tier 3 each month and are charged, in effect, a single price. It is virtually impossible for multi-family residences to end the month in tier 2, let alone tier 1. Families living in apartments and condominiums end up in tier 3 NOT for excessive outdoor watering but as a result of having a single meter. And furthermore, how can tiers defined by family water usage be relevant for businesses, schools, churches, and commercial enterprises? Thus, the only target sector that is relevant for conservation pricing is single family residences. That table needs to be corrected.

Most importantly, the water district must not use the pricing tiers as a tool for enforced water reduction. But, the March Final Water Rate Study does exactly this. Table 3.12 lists the required reductions of water consumption for each tier in percentages. In the case of a stage 3 drought emergency, the required reductions are 2% for Tier 1, 5.5% for tier 2, and 40.3% for tier 3. Families living in multi-family residences, and thus in tier 3, will be required to reduce water usage by over 7 times more than tier 1 and 2 families living in single residences not to mention the impact on businesses and schools. Clearly, tier 3 is much more than excessive outdoor watering. When we have a drought emergency and need to require significant reduction in water consumption, I urge the water district to treat all families equally, whether they happen to live in single residences, apartments, or condominiums.

Thank you for listening.



# URBAN WATER MANAGEMENT PLAN PUBLIC HEARING

May 25, 2021 – Chris Lamm, BAWSCA, EKI





## REQUESTED DIRECTION



Adopt Resolution No. 6630 adopting the 2020 Urban Water Management Plan and Water Shortage Contingency Plan.

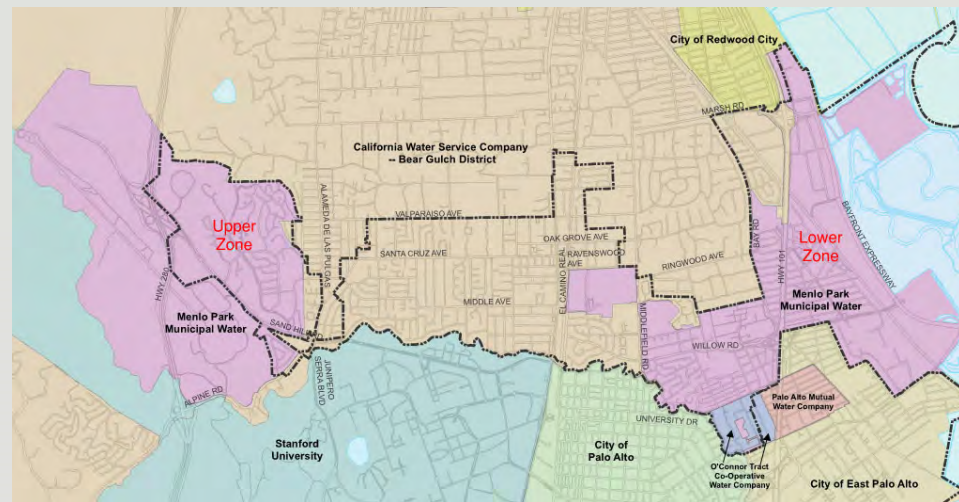
1. Adopt 2020 Urban Water Management Plan
  - Water supply reliability
  - Water service reliability and drought risk assessment
  
2. Adopt 2020 Water Shortage Contingency Plan
  - Proposes City actions and corresponding regulations/prohibitions for each of the 6 required drought stages



# MENLO PARK MUNICIPAL WATER



- 100% supply purchased from San Francisco Public Utilities Commission (SFPUC)
- Approx. 4,400 service connections
- Water service for half of the city
- SFPUC supply guarantee 4.456 MGD during non-drought periods





## URBAN WATER MANAGEMENT PLAN TIMELINE



- April 2020 City hires EKI to develop the 2020 UWMP and WSCP
- August 2020 State releases draft UWMP guidelines
- March 2021 State finalizes UWMP guidelines
- April 13 City Council study session
- May 3 Draft plans available on the City's website. Staff notifies municipal customers and local agencies (water bills, emails, weekly digest, newspaper notices)
- May 25 City Council public hearing to adopt plans
- July 1 Submit plans to the State. Final plans available on the City's website. Staff will notify municipal customers and local agencies.





# SUPPLY RELIABILITY



- Sufficient supplies during normal non-drought years through 2040
- Projected demands are less than MPMW’s supply guarantee from SFPUC
- Includes population/employment growth from the City’s general plan, and accounts for recycled water in partnership with West Bay Sanitary District
- Additional growth from Housing Element update will evaluate water supply needs

**Table 1: Projected water demands**

<b>20-year projections</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>
MPMW ISG (million gallons, mgd)	4.456	4.456	4.456	4.456	4.456
MPMW projected demand (mgd)	2.869	3.549	3.682	3.864	4.06
Percent of total ISG	64.4%	79.7%	82.6%	86.7%	91.1%



## WATER SERVICE RELIABILITY AND DROUGHT RISK ASSESSMENT



- Per the CA Water Code, MPMW must include SFPUC's water supply information in its UWMP
- SFPUC provided several scenarios of supply reliability, and each BAWSCA agency needed to decide what to include in their UWMP
- SFPUC included supply reliability with the Bay-Delta Plan in their draft UWMP
- MPMW and other BAWSCA agencies are following SFPUC by including supply reliability with the Bay-Delta Plan in their UWMPs based on projected demands



## WATER SHORTAGE CONTINGENCY PLAN REQUIRED DROUGHT STAGES



Drought Stage	Shortage Level	Shortage Response Actions
No Drought	N/A	<ul style="list-style-type: none"><li>Water waste prohibitions effective at all times</li></ul>
1	Up to 10%	<ul style="list-style-type: none"><li><u>Declaration by the City Council</u> upon the determination that the SFPUC or another governing authority (e.g., the State) has required a voluntary or mandatory reduction due to water supply shortages or an emergency.</li><li>Includes implementation of mandatory restrictions on end uses, as well as agency actions and potential supply augmentation.</li><li>Each stage allows the City Council the flexibility to approve other measures (prohibitions/regulations).</li></ul>
2	Up to 20%	
3	Up to 30%	
4	Up to 40%	
5	Up to 50%	
6	Greater than 50%	



## OPTION TO UPDATE PLAN WITHIN THE NEXT 5 YEARS



- The State requires that Urban Water Management Plans be updated every 5 years at a minimum.
- Agencies have the option to update their plan more frequently if conditions change.
- If an UMWP plan is NOT adopted by July 1, 2021, agencies would be ineligible to receive grant funds and state sponsored loans. The City has recently been awarded a \$500k grant for automated meter reading infrastructure which would be at jeopardy



## REQUESTED DIRECTION



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  - Proposes City actions and corresponding regulations/prohibitions for each of the 6 required drought stages



**THANK YOU**



## STAFF REPORT

**City Council**

**Meeting Date:**

**5/25/2021**

**Staff Report Number:**

**21-115-CC**

**Regular Business:**

**Receive an overview of the housing element update project and provide feedback on the goals and objectives, roles and responsibilities of the various reviewing and decision-making bodies, and the community engagement and outreach plan**

### Recommendation

Staff recommends that the City Council receive an overview of the housing element update project and provide feedback on the following:

- Goals and objectives (Table 1),
- Roles and responsibilities of the various reviewing and decision-making bodies (Table 2), and
- Community engagement and outreach plan (Tables 3 and 4.)

### Policy Issues

The components of the housing element update will consider a number of land use, environmental and housing policies.

### Background

Under California law, every jurisdiction in the State is required to update the housing element every eight years and have it certified by the California Department of Housing and Community Development (HCD.) The Housing Element is one of seven State-mandated components of the City's General Plan, and requires local governments to adequately plan to meet their existing and projected housing needs for all income levels. The City Council last adopted the housing element, which is included as Attachment A, in April 2014 and covers the planning period from 2015-2023. The next cycle's deadline for jurisdictions in the Bay Area, which is set by HCD, is January 2023, and covers the planning period for 2023-2031. This is also known as the sixth housing element cycle.

Recognizing the complexity, importance and time-intensive nature of the housing element process and its related work, the City Council unanimously supported the initiation of the housing element as one of its top five project priorities for fiscal year 2020-21 on August 18, 2020. The City Council has continued to express support for the housing element as a top priority, most recently during its discussion on goals and priorities April 20, 2021.

The housing element must be consistent with the City's general plan and updated for compliance with State law and include City policies, strategies, and actions to facilitate the construction of new housing and preservation of existing housing to meet the needs across all economic levels of the City. The City's anticipated regional housing need allocation (RHNA) for the next planning period is approximately 3,000 units, which is a 358 percent increase from the last housing element cycle. Menlo Park is not alone in seeing a large increase in its housing allocation. The RHNA is still considered a draft, although staff does

not believe the numbers will substantially change with the final adoption by the Association of Bay Area Governments anticipated in late 2021.

## Analysis

### Project components and timeline

On March 23, 2021, the City Council selected the M-Group to lead the City's housing element update project over the course of the next 18 months. The project is complex and will consist of the following main components:

- Implement a robust community outreach process that will be informed by the Community Engagement and Outreach Committee (CEOC);
- Update the housing element, including addressing affirmatively furthering fair housing (AFFH) and other State mandates, which will require the City to increase the housing supply and the mix of housing types, tenure and affordability level and take meaningful actions to combat discrimination and replace segregated living patterns with integrated and balanced living patterns;
- Amend the land use element, the zoning ordinance and/or rezone property to demonstrate compliance with the City's RHNA;
- Develop an environmental justice element to advance equity and address potential environmental health risks in the City;
- Update safety element to address climate adaptation for compliance with State law; and
- Prepare a fiscal impact analysis (FIA) and environmental impact report (EIR) to inform the public and decision-makers of potential fiscal and environmental impacts of the project.

Given the extent of the work and the mandated deadline, much of the work on the four different general plan elements will happen concurrently. The project will be fast-paced, but there will be multiple opportunities for public, Commission and City Council feedback and check-ins during the key milestones. Attachment A includes a graphic timeline that shows a general overview of the community workshops, activities and meetings during the process. Background and data collection, including stakeholder and focus group meetings, and broader community outreach and education will be happening in the coming weeks and months with the second half of the timeline more focused on the technical studies and refinement of the documents.

There are a number of requirements that must be met in order for HCD to certify a housing element. One of the key components of the housing element update is the site inventory and analysis to demonstrate that the City can meet its RHNA. The City's land use strategy is anticipated to involve both a mix of rezoning of sites as well as program changes such as zoning ordinance amendments that may modify existing land use regulations and/or create new zoning districts. Site selection for rezoning will require the City to take a holistic view and determine where additional housing can be accommodated throughout the City. There are a number of potential strategies to consider, from looking at existing development in the pipeline, to conversion of commercial zoning to mixed-use, to intensification of sites near transit and other services, to further incentivizing accessory dwelling unit production. The selected combination of strategies, however, will require the City to rezone land throughout the City. This will not only be necessary to create a balance of housing across the City, but also to comply with affirmatively furthering fair housing, which is a new requirement of housing elements. The City is aware of several potential opportunity sites, including the United States Geological Survey (345 Middlefield Road), SRI Campus (333 Ravenswood Avenue), former Flood School site (321 Sheridan Drive), and a small portion of the Veteran's Affairs (795 Willow Road) site that will be explored, although the latter site would not be formally rezoned as a federally-owned property. During this summer, members of the public will have an opportunity to provide input on the land use



strategy options. Both the Planning Commission and Housing Commission will have an opportunity provide feedback prior to the City Council providing direction on the preferred land use approach to be studied in the EIR and FIA.

HCD plays a critical role in reviewing every local government’s housing element to determine whether it complies with state law and then submits findings back to each jurisdiction. HCD’s review is required before a local government can adopt its general plan. Staff is seeking HCD’s review of the draft before the release of the EIR and FIA. Therefore, the draft documents should be completed by late 2021 for review by the Housing Commission, Planning Commission and City Council. While this extra step compresses the timeline, it helps ensure the City is on the right path for certification.

**Project goals and objectives**

The housing element update process must be inclusive and reflect the values of the City. Staff and the consultant team, collectively referred to as the project team in this staff report, are proposing to approach the project with three overarching and interrelated goals as shown in Table 1. These goals will help achieve the objective of creating and adopting a housing element, environmental justice element, land use element, and safety element update that reflect the values of the community and create a place where all residents can enjoy a high quality of living.

Table 1: Draft project goals	
Project goal	Intent
Create a balanced community	Plan for the whole community in a sustainable, healthy and balanced way.
Focus on affordability	Focus on affordable housing given the difficulty of developing it as compared to market rate housing, and the demand for affordable housing options.
Forward social justice	Work with the community to help ensure participation and access to the process, and take intentional steps that improve equity for historically marginalized people and areas.

All of these goals are with a given expectation that the process will include full disclosure. This means that all relevant information, including the environmental and fiscal impacts, will be shared with the community and decision-makers to provide informed feedback and actions. At its meeting on May 25, the City Council may wish to comment on or include additional goals for the project.

**Roles and responsibilities**

The project requires the involvement and dedication of many people beyond the project team. Table 2 identifies the general roles and responsibilities of elected, appointed and advisory bodies while the community engagement plan section below discusses the importance of community participation during the process. The City Council, Planning Commission, Housing Commission, City Council ad hoc subcommittee, and the CEOC will each have a formal role in the process. The latter two bodies are were specifically formed by the City Council to support this project and will disband following its completion. To help prepare for the meeting of May 25 meeting with the full City Council, the project team met with the City Council subcommittee, comprised of Mayor Combs and City Councilmember Wolosin, to provide a high-level overview of the concepts covered in this report.

**Table 2: Housing element update roles and responsibilities**

Elected/appointed/advisory body	Role	Tasks and responsibilities
City Council	Final decision-making body	<p>To review and provide guidance on the overall project and key milestones, such as the selection of the preferred land use alternative, in order to successfully complete the project by December 2022.</p> <p>City Council meetings are typically conducted on the second and fourth Tuesdays of each month and items will be scheduled on an agenda as needed. Information items may be provided to keep the City Council informed of the status of the project.</p>
City Council Housing Element Update Subcommittee (ad hoc, Mayor Combs and City Councilmember Wolosin)	Advise on key topics areas:1) project objectives, 2) site selection, and 3) goals, policies and programs for the four different general plan elements, 4) liaising with other agencies/districts, and other topics as necessary where City Council feedback would be beneficial for maintaining the project schedule.	<p>To provide guidance to the project team on key topic areas as needed.</p> <p>Meetings will be scheduled as needed.</p>
Planning Commission	Recommending body to the City Council on the housing element, environmental justice element and safety element and related components.	<p>To review and provide feedback on key project components, including the land use alternatives, draft documents, potential zoning ordinance amendments, as well as conducting meetings on the scope of and draft EIR.</p> <p>Planning Commission meetings are conducted typically on the second and fourth Mondays of each month and items will be scheduled on an agenda as needed.</p>
Housing Commission	Recommending body to the City Council on the housing element.	<p>To review and provide feedback on the housing element, including the land use alternatives, policies and programs, and the draft housing element.</p> <p>Housing Commission meetings are conducted monthly on the first Wednesday of the month and items will be scheduled on an agenda as needed.</p>

Community Engagement and Outreach Commission (CEOC)

Assist the City in ensuring a broad and inclusive community outreach and engagement process, and help guide and provide feedback on the types and frequency of activities/events/meetings and the strategies and methods for communicating with the various stakeholders in the community.

The primary responsibilities of the group would be to:

- Serve as an ambassador of the project and encourage people to participate in the process;
- Help guide and provide feedback on the community engagement plan; and
- Serve as a community resource to provide information to and receive input from the community on matters related to community engagement and public outreach.

The primary responsibilities of each member would be to:

- Identify effective ways to inform and engage the various stakeholders about the project;
- Commit to constructive dialogue, mutual respect and collaboration; and
- Share local knowledge.

Meetings are anticipated to be monthly on Thursday evenings between May 2021 and November 2021, with check-in meetings as needed afterward.

*Community engagement and outreach plan*

Given the strong emphasis on creating an inclusive process, the City will be providing many opportunities for the community to get involved. The City would like to engage a broad range of stakeholders that will inform key aspects of the project. The CEOC will be play an integral role in the project’s outreach and engagement effort, making sure that the activities and meetings are appropriate, inclusive, accessible and informative. Receiving input and learning about what is important to the community is just as important as the City providing learning opportunities for what the project is about and why it is important, so the lines of communication are two-way. Change can be difficult, but no change is not an option for successful completion of this particular project. Upon City Council appointments to the CEOC, scheduled for May 25, the CEOC is anticipated to convene May 27 to review the draft community engagement and outreach strategy for the project.

A draft of the community engagement and outreach plan outline is included as Attachment B. The outline provides a high-level overview of the various outreach and engagement activities, including online tools, format, and exercises to broadcast and elicit ideas. Because not everyone learns the same way or has access to the same resources or time to dedicate to multiple meetings, the engagement plan offers a variety of opportunities to engage in the process. The purpose of the outreach is to include and involve as many community members as possible to ensure that all voices are heard and included in the decision-making process. For that reason, the engagement plan will likely evolve and respond to what has and hasn’t been effective and circumstances as the process moves forward. For example, currently meetings are to be conducted virtually, but they could evolve into a hybrid format when safe to do so or the proposed project gallery could be delayed or repurposed given in-person, indoor activities and facilities space may be limited in the near term due to COVID-19 restrictions or precautions. The project team is willing to adapt as needed, keeping in mind that preparation and advertisement of meetings will add some limitations to how much change can occur while trying to accomplish the bulk of site selection and policy work in the next 4-6 months. Table 3 summarizes the proposed types of activities and meetings that could occur as part of the outreach and engagement plan.

Table 3: Proposed Community engagement and outreach activities	
Activities and meetings	Description
Focus groups	Meetings designed to garner comments to develop an understanding of local issues and concerns. The targeted groups include housing organizations service providers, renters, homeowners, businesses, and housing developers.
Environmental justice and safety element outreach meetings	Informational and public input meetings to inform the public about the purpose of these elements and receive feedback on areas of concerns.
Individual (and/or group) interviews	Series of meetings to concentrate on smaller groups such as seniors, veterans, people with disabilities. These meetings can be conducted on the phone or in-person.
Partner with local non-profit community groups	Partner with local non-profit community groups to help with the outreach program.
General outreach meetings	General meetings to keep the community informed about the project, to answer questions, and to receive specific comments. These meetings are intended to be interactive. A video on the topic of environmental justice and the safety element is planned.
Pop-up events	Informal way to meet people, share information and garner input (e.g. farmer’s markets.)
Project gallery	In-person display that allows people to access information other than on the computer.
Community survey	A method to seek information and feedback from the community on topics related to the project. Information gathered will be used to help inform policies and programs.
Housing introduction seminar	Seminar for community members who would like to understand the housing element components and process in more detail.
Key milestone meetings	Meetings during key milestones such as community vision, site selection, policies and draft documents.

Table 4 below provides a draft timeline of the key upcoming community engagement and outreach activities, pending feedback from the CEOC. The process will be intense, but it's needed in order to prepare the EIR and FIA and meet our December 2022 adoption date. The proposed activities and meetings are expected to help create a project that reflects the community's values. The City Council may wish to provide feedback on the types and frequency of activities and meetings before the project team meets with the CEOC to review the engagement and outreach plan.

Table 4: Upcoming community engagement and outreach schedule	
Date	Activities and meetings
May 27, 2021 (tentative)	CEOC meeting #1
June 2021	Housing introduction seminar
June 2021	Individual/group interviews
June 2021	Focus groups
Summer 2021	Initial outreach on environmental justice and safety elements
June/July 2021	CEOC meeting #2
Mid-summer 2021	Survey
Late summer 2021	Housing Commission - Preliminary land use strategies
Late summer 2021	Community visioning
Fall 2022	Land use alternatives review

The process for the next six months will be intensive and include gathering data and input, synthesizing information and preparing draft documents. To help meet timelines, the project team will need to stay focused. The City Council meeting of May 25 is an opportunity for the City Council to provide feedback to the project team on the following:

- Goals and objectives (Table 1),
- Roles and responsibilities of the various reviewing and decision-making bodies (Table 2), and
- Community engagement and outreach plan (Tables 3 and 4.)

As part of this feedback, the project team is seeking confirmation that the City Council is committed to this work plan. This will help advance the project team's efforts.

**Impact on City Resources**

On November 10, 2020, the City Council authorized up to \$1.69 million for the preparation of the housing element, including consultant services and partial funding for two full-time equivalents for the fiscal year 2020-21. On March 23, 2021, the City Council authorized the city manager to negotiate a scope of work and fee and execute an agreement with the M-Group for a fee, not to exceed \$982,000.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the

environment. As part of the housing element update process, an EIR will be prepared.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. The City also sent a citywide mailer about the City's housing element update project in early May.

### **Attachments**

- A. Hyperlink – Housing element (2015-2023): [menlopark.org/DocumentCenter/View/4329/Adopted-Housing-Element-2015-2023?bidId=](https://menlopark.org/DocumentCenter/View/4329/Adopted-Housing-Element-2015-2023?bidId=)
- B. Community outreach and meetings schedule – Process graphic
- C. Draft community outreach and engagement outline

Report prepared by:

Deanna Chow, Assistant Community Development Director

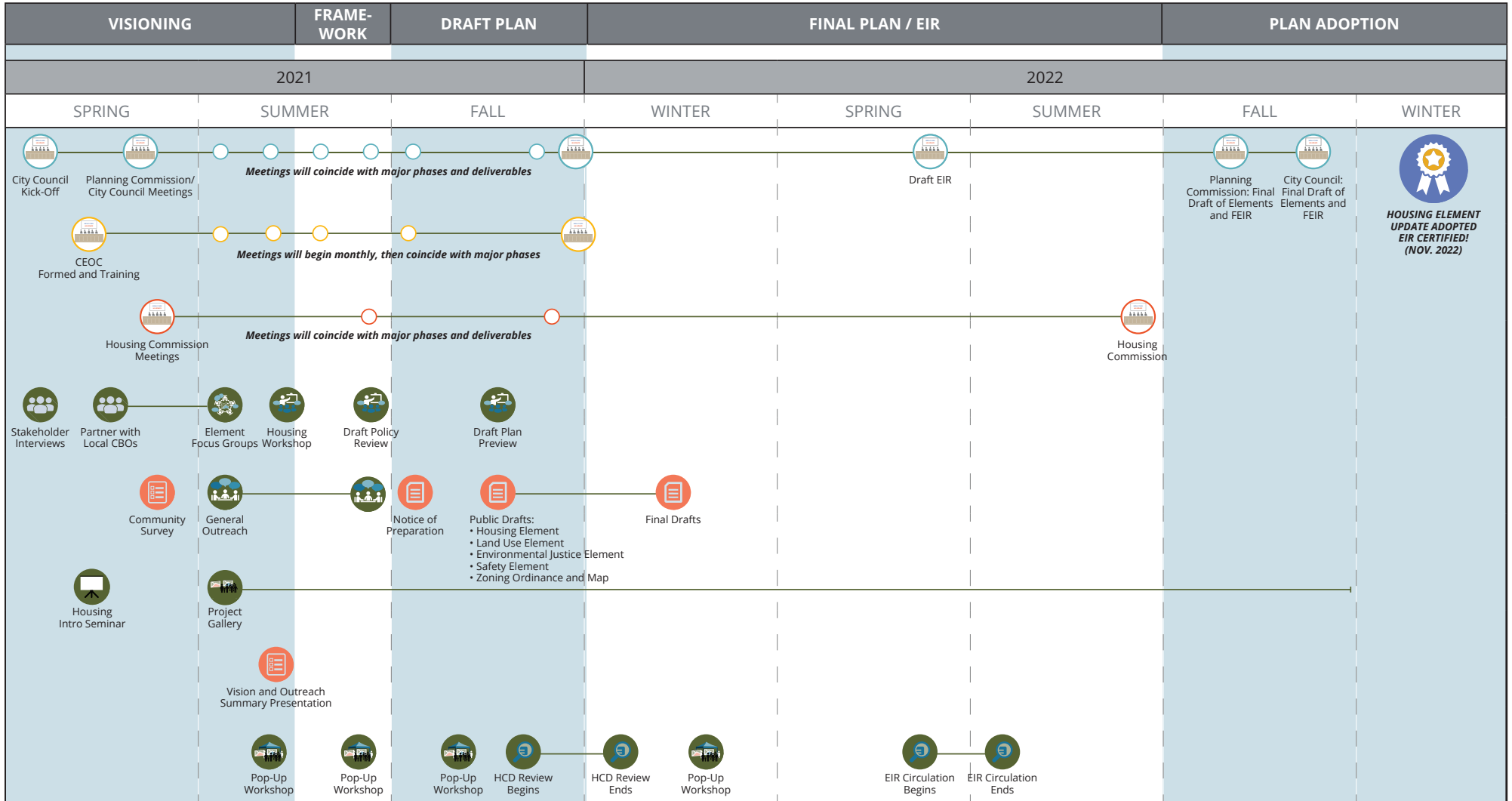
Report reviewed by:

Justin Murphy, Deputy City Manager

CITY OF MENLO PARK HOUSING ELEMENT UPDATE  
**COMMUNITY OUTREACH & MEETINGS SCHEDULE**



PROCESS GRAPHIC VERSION: MAY 2021





## **Menlo Park Housing, Safety and Environmental Justice Elements Community Outreach and Engagement Outline**

The following provides a high-level overview of the project community outreach and engagement activities. The purpose of the outreach is to include and involve as many community members as possible to ensure that all voices are heard and included in the decision-making process.

### **Individual (and/or group) Interviews**

*Purpose:* The purpose of these interviews is to actively include various groups and individuals into the engagement process. The individual interviews will allow for traditional phone or in-person interviews with community members.

This series of meetings will concentrate on smaller groups such as seniors, veterans and people with disabilities. These meetings will also include talking to people who may not have access to technology and would rather talk on the phone or in-person rather than join a video meeting.

*Result:* These smaller interview meetings will result in key insights shared by key stakeholders.

### **Housing Introduction Seminar**

*Purpose:* This meeting will provide information to the community about housing element topics. This meeting is intended to be a general informational meeting.

M-Group will provide a Housing Introduction Seminar online for community members who want to understand housing issues in Menlo Park. This seminar would also outline the major themes of the housing element update including:

- History of racial segregation in planning and housing
- Housing Element Requirements
- Housing Element Schedule
- Community Involvement: Ways to provide comments and suggestions
- Existing Conditions
- Racial and Ethnic Equity

*Result:* The housing introduction seminar will provide a foundation level of information so that interested community members have the necessary knowledge to participate fully in the planning process.

### **Partner with Local Nonprofit Community Groups**

*Purpose:* The purpose these partnerships is to work closely with local nonprofits to ensure strong community involvement with the planning process.

As part of the overall outreach approach, we will partner with local nonprofit community groups and seek to involve them in the outreach program.

*Result:* Effective partnerships with community groups will insure a successful community engagement effort and more community acceptance of the planning effort.





## Focus Groups

*Purpose:* The purpose of these focus groups is to gain insight from a wide variety of perspectives. We will ask about challenges, recommendations, and other concerns they would like to share. This information will be used to describe issues and concerns to address in the Housing Element.

These meetings will be designed to garner comments to develop an understanding of local issues and concerns in various topic areas. The targeted groups will include Housing Organizations, Service Providers, Renters, Homeowners, Businesses, and Housing Developers.

*Result:* These meetings will help identify pressing issues and community concerns.

## General Outreach Community Meetings

*Purpose:* The purpose of these meetings is to obtain public comments and feedback on any portion of the Housing, Environmental Justice, and Safety Element update.

These outreach meetings will be designed to be interactive meetings to answer questions and garner specific comments from residents. These meetings are intended for any resident to provide comments on any aspect of the Housing Element, Safety Element, Environmental Justice Element and Land Use Strategy. Quick poll questions will be asked during the meetings in order to keep participants engaged and interested. Attendees of these meetings will be given the link to the online survey and given the opportunity to provide dots on maps of where new housing should be planned for. The General Outreach meetings will be ongoing through the plan framework phase.

*Result:* These community meetings will result in a shared basis of information and an opportunity for interested people to have their voices heard and questions answered.

## Project Gallery

*Purpose:* The project gallery is intended to provide a low-tech forum where people can get information about the project without the need to rely on the internet or technology to obtain information.

M-Group will work with City staff to prepare a gallery in a large conference room in the Library or other publicly accessible space (that is handicap accessible) or large room for the project. This would allow people to come and understand the project without internet access. This Gallery will have maps, a project website kiosk, a survey kiosk, comment box, posters, and project schedule. In addition, educational videos from the housing symposium can be provided. People would be able to come as go as is convenient for them during the hours of operation.

*Result:* The project gallery will result in wider community outreach and engagement by providing real-world display that is more accessible than computer based methods. Written comments left by participants will be collected and shared with the public and decision makers.



### **Environmental Justice and Safety Elements Outreach Meetings**

*Purpose:* The purpose of these meetings is to get feedback from people on specific Environmental Justice/Safety Element topics. Meeting with people from disadvantaged communities.

M-Group will hold informational meetings and public input meetings to inform the public of the nature of these elements and feedback on areas of concern from the community. We plan to have an integrated approach where safety and environmental justice will be discussed in conjunction with each other and the Housing Element. These meetings will include climate change, sea level rise, fire safety, local hazards, and creating more equity in land use and planning within the community. An introduction video will be provided to accompany the meetings.

*Result:* Information gained from these meetings will be utilized to identify and refine issues for inclusion in the Environmental and Safety Elements.

### **Preliminary Land Use Strategies Descriptions with Housing Commission**

*Purpose:* The purpose of the meeting is to introduce land use strategies to the Housing Commission and the public.

M-Group will provide an overview of site selection and specific strategies to implement the RHNA allocation. We will outline different types of site selection options. The purpose of this meeting is to inform the public and Housing Commission what site selection options can be utilized.

*Result:* Provide defined housing strategies for the Housing Commission and General Public to consider as part of the site selection process

### **Community Survey**

*Purpose:* The purpose of the community survey is to get feedback from a wide cross section of the community on a variety of issues and concerns.

M-Group will develop a survey in coordination with City staff to gain information about the community, housing needs, housing related concerns, and issues that may not be readily evident. This survey will be provided in English and Spanish (with other languages upon request). Results of the survey will be available on the website. A gift card drawing will be provided to encourage people to fill out the survey.

The survey will include questions that covers Housing Policy, Environmental Justice, Safety, racial equity, special housing needs, and other housing issues. The survey will be provided in both Spanish and English.

*Result:* The community survey will provide detailed information on a city-wide scale that can help identify issues of concern and define policy choices for many of the housing, safety, and environmental issues under consideration.

### **Pop-up Meetings**

*Purpose:* The purpose of these pop-up events is to reach out to individuals as they go about their daily lives into the engagement process. This will allow us to interact with people directly as they visit the booth during the farmers' market.



These pop-ups will be designed to be an informal way to meet people where they are and garner comments in a relaxed setting from residents at events such as the farmers' markets. These meetings are intended for people to provide comments or concerns on any aspect of the Housing Element, Safety Element, Environmental Justice Element and Land Use Strategy. Attendees of these meetings will be given the link to the online survey and given the opportunity to provide dots on maps of where housing should go. This information will help inform the selection of housing opportunity sites. M-Group staff will be available to answer questions from people who visit the pop-up tent.

*Result:* These pop-ups will result in a wider selection of viewpoints to be heard as the participants are not self-selecting for participation.

### **Housing Workshop (Housing Placement and Strategies)**

*Purpose:* The purpose of this meeting to receive direct community input on where housing should go.

M-Group will develop and lead a housing meeting that will explain the parameters and policy requirements, including equity and Fair Housing principals, around planning for new housing. This will allow people to provide input on where new housing should be planned for within the city. This meeting will give people the opportunity to indicate preferences for housing units on the various sites with the strategies outlined at the Housing Commission meeting. We will summarize the comments at the end of the public workshop.

*Result:* This meeting will provide for interested people to learn more about the opportunities and constraints facing the city. This meeting will also allow for questions and answers to make sure people are having their questions answered in real time. Participants will also be encouraged to participate in showing preferences for new housing locations. These results will also be shared at future public meetings.

### **Vision and Outreach Summary Presentation**

*Purpose:* The purpose of this meeting is to present our findings and draft vision based on the feedback provided by the community.

At the end of the visioning phase, we will provide a vision summary presentation to the public. This will be a summary of the community outreach feedback. At this meeting, we will solicit additional comments and refinement suggestions for the vision.

*Result:* This activity will provide a common understanding of the vision and goals for the housing, safety and environmental justice elements.

### **Draft Policy Review Community Meeting**

*Purpose:* The purpose of this meeting is to present our findings and draft policies based on the feedback provided by the community.

At the end of the plan framework phase, we will present draft policies to the public for review. At this meeting, we will solicit additional comments and refinement suggestions for the policy framework.

*Result:* This meeting will allow the project team to make refinements to goals and policies in response to feedback from community members.



### **Draft Plan Review Community Meeting**

*Purpose:* The purpose of this meeting is to present our draft plan based on the feedback provided by the community.

At the end of the draft plan phase, we will present the draft plans (Housing, Safety and Environmental Justice Elements) to the public for review. At this meeting, we will solicit additional comments and refinement suggestions for the draft policy documents.

*Result:* This meeting will allow the project team to make refinements to goals, policies and programs in response to feedback from community members.

### **Draft Environmental Justice and Safety Elements to Planning Commission**

*Purpose:* The purpose of this meeting is to present our draft documents to the Planning Commission for review and recommendation to the City Council.

M-Group will present the preliminary draft Environmental Justice Element, Safety Element to the Planning Commission for review and comment.

*Result:* This meeting will allow the project team to make refinements to goals, policies and programs in response to Planning Commission feedback.

### **Draft Housing Element, Land Use Element, and Municipal Code Update to Planning Commission**

*Purpose:* The purpose of this meeting is to present our draft documents to the Planning Commission for review and recommendation to the City Council.

M-Group will present the preliminary draft *Housing Element, Land Use Element, and Municipal Code Update* to the Planning Commission for review and comment.

*Result:* This meeting will allow the project team to make refinements to goals, policies and programs in response to the Planning Commission feedback.

### **Draft Environmental Justice, Safety Element, Housing Element, Land Use Element, and Municipal Code Update to City Council**

*Purpose:* The purpose of this meeting is to get feedback from the City Council.

M-Group will present the preliminary draft *Housing Element, Land Use Element, and Municipal Code Update* to the Planning Commission for review and comment.

*Result:* This meeting will allow the project team to make refinements to goals, policies and programs in response to City Council feedback.

# CITY OF MENLO PARK

## HOUSING, SAFETY & ENVIRONMENTAL JUSTICE ELEMENTS

City Council

May 25, 2021

# PRESENTATION OUTLINE

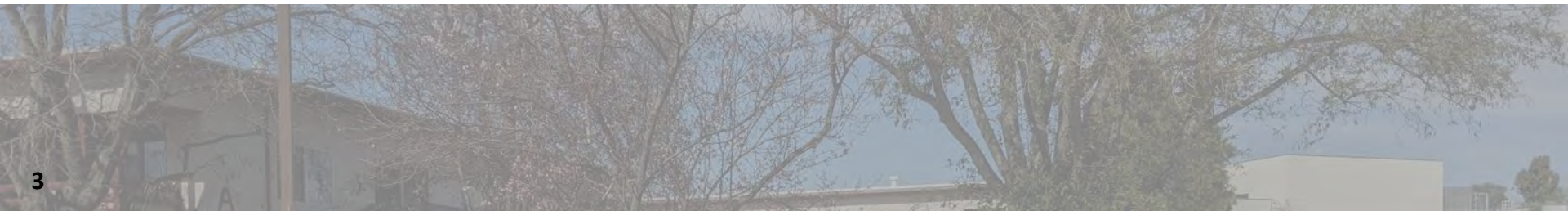
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- Project Goals
- Housing Element Requirements
- Related Elements
- Community Engagement & Outreach
- Roles & Responsibilities
- Provide feedback & confirmation of the approach
- Questions

# PROJECT COMPONENTS

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- Update the **Housing Element**
- Amend the **Land Use Element**, the Zoning Ordinance, and/or rezone property
- **Environmental Justice Element**
- Update **Safety Element** to address climate adaptation
- Prepare **Fiscal Impact Analysis and Environmental Impact Report**



# GOALS



**Balanced  
Community**

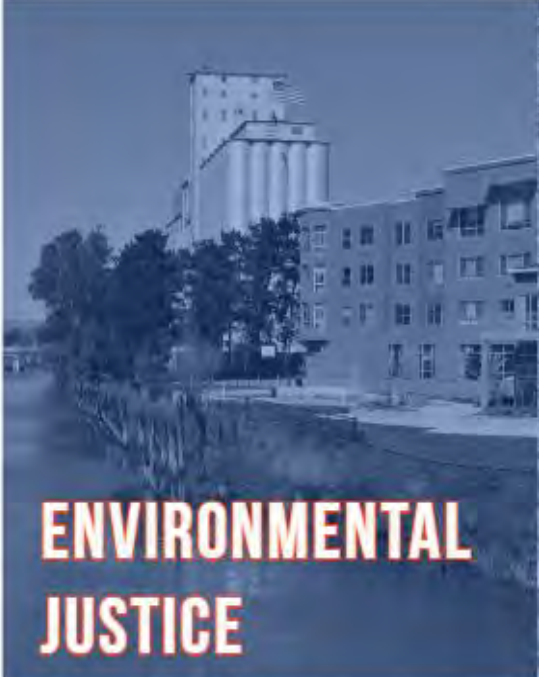


**Affordability  
Focused**

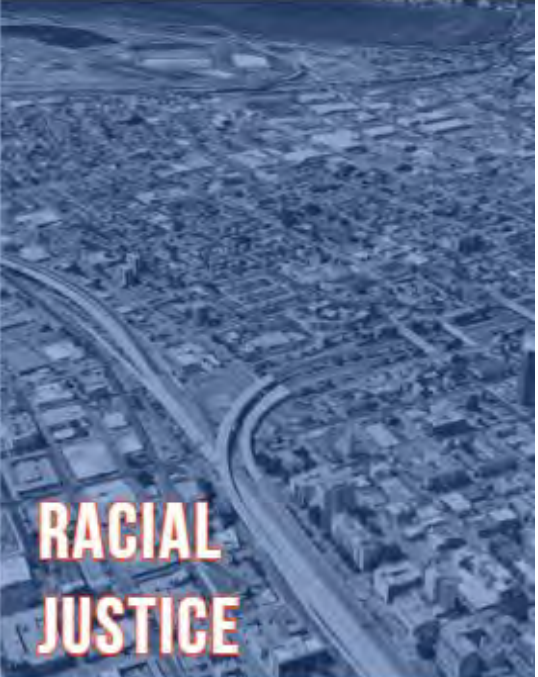


**Social Justice**





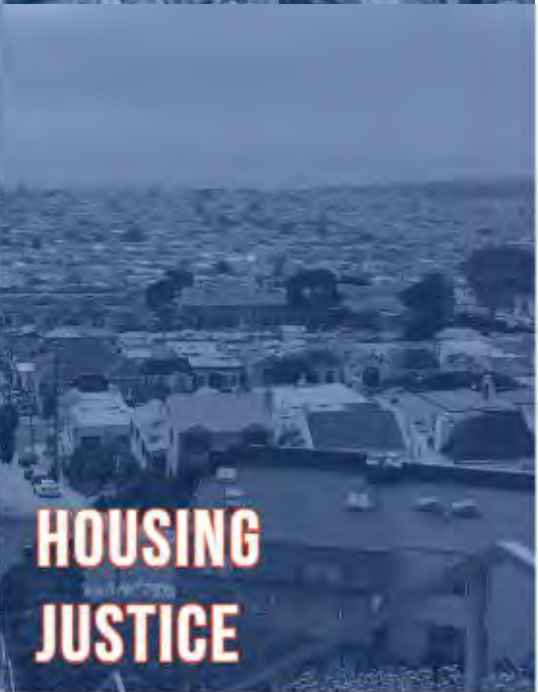
**ENVIRONMENTAL  
JUSTICE**



**RACIAL  
JUSTICE**

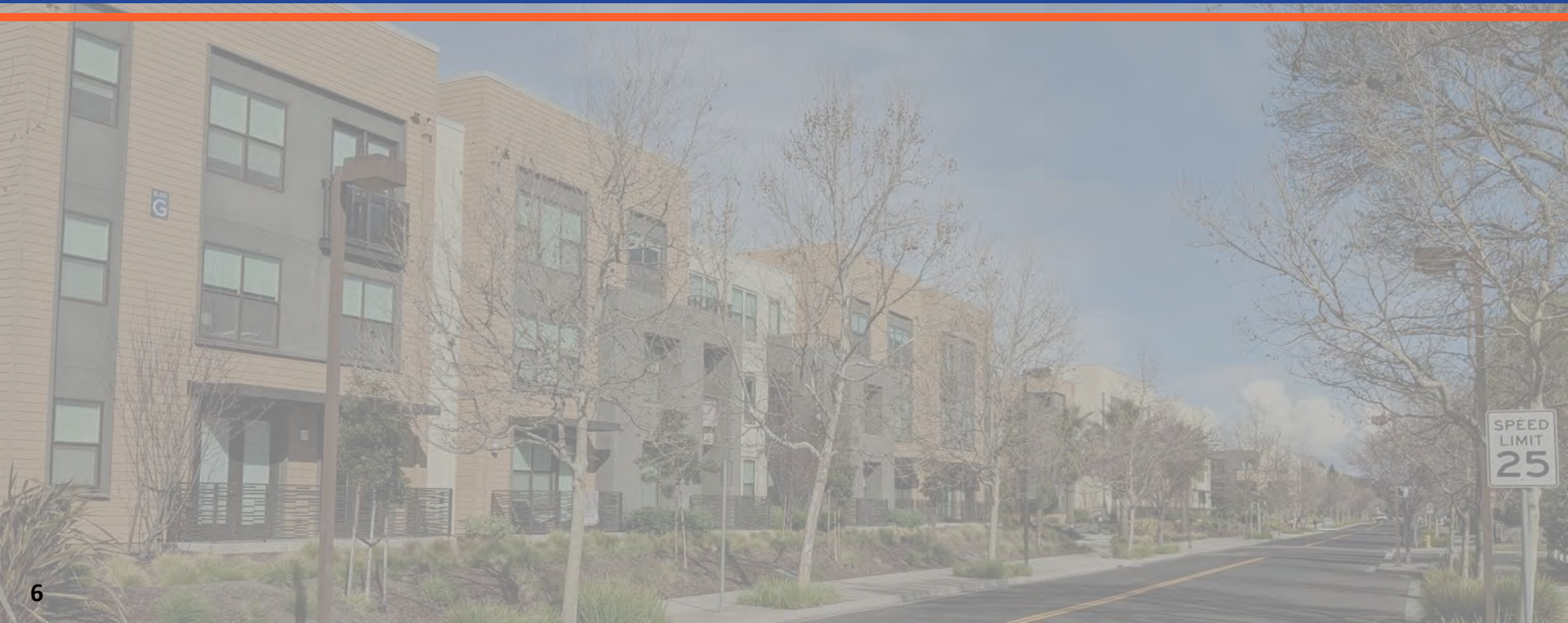


**SOCIAL  
JUSTICE**

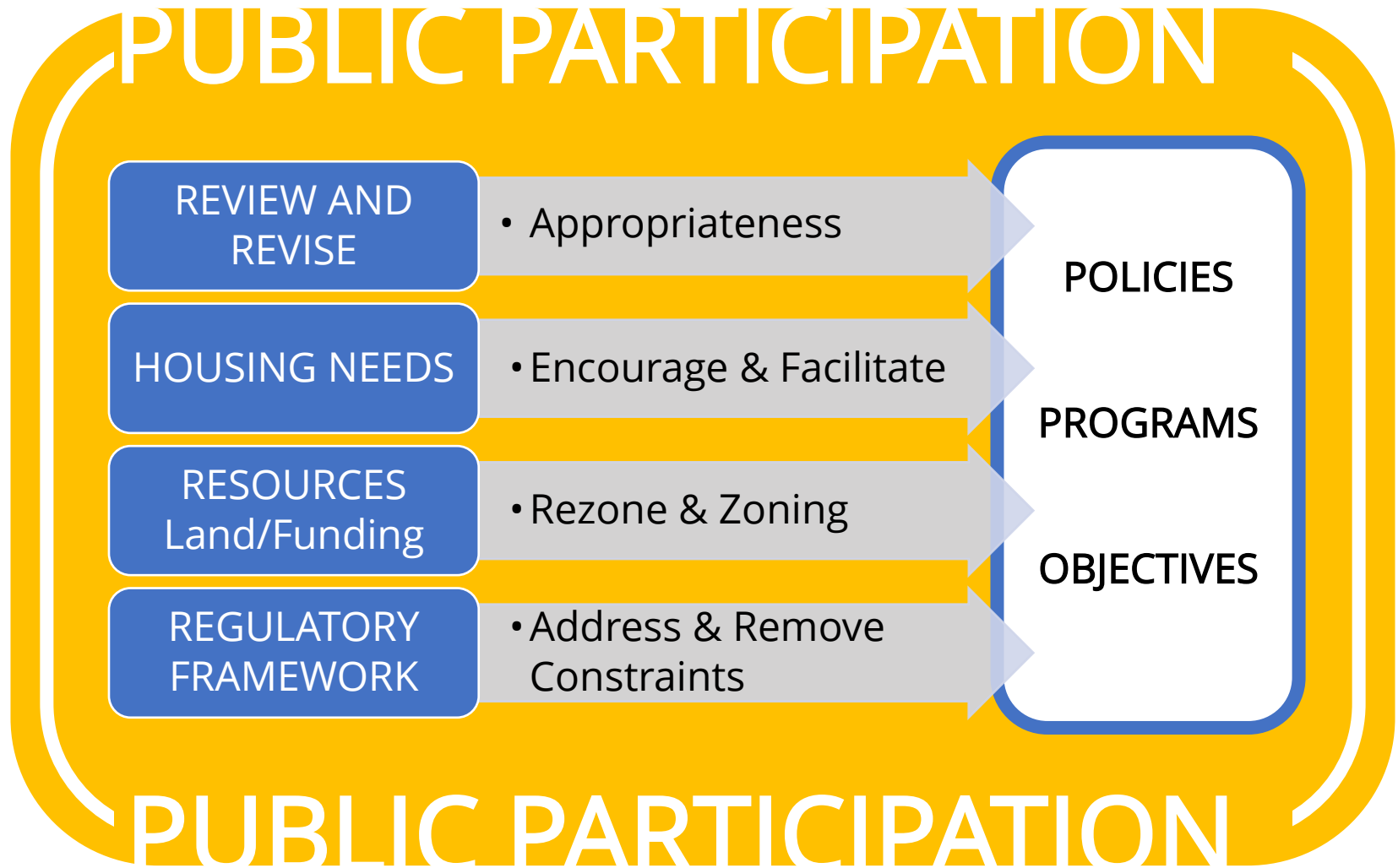


**HOUSING  
JUSTICE**

# HOUSING ELEMENT REQUIREMENTS



# HOUSING ELEMENT FRAMEWORK



# MAJOR BUILDING BLOCKS

## Existing Housing Needs

- Affordable Housing at Risk of Conversion
- Extremely Low-Income Housing Needs
- Overpayment & Overcrowding

## Projected Housing Needs

- New housing needed – Regional Housing Needs Allocation (RHNA)

# MAJOR BUILDING BLOCKS

## Special Housing Needs

- Large Families, Female Headed Households
- Homelessness
- People with Disabilities including Developmental Disabilities
- Seniors

## Site Inventory & Analysis

- Adequate Sites & Analysis
- Inventory of Suitable Land
- Accessory Dwelling Units (ADUs)
- Opportunities for Energy Conservation
- Zoning for a Variety of Housing Types

# MAJOR BUILDING BLOCKS

## Constraints

- Regulations and Codes
- Constraints for People with Disabilities
- Fees & Exactions
- Land Use Controls
- Non-Governmental Constraints
- Processing & Permitting Procedures

## Program Requirements

- Quantified Objectives
- Address, Mitigate and Remove Constraints
- Assist in the Development of Housing
- Identify Adequate Sites
- Improve & Conserve the Existing Housing Stock
- Preserve Units at Risk of Conversion of Market Rates
- Provide Equal Housing Opportunities



# 6TH CYCLE RHNA



Emphasis on fair housing, diversity, equity, and inclusion



Higher total regional housing need



Expanded HCD oversight on methodology & allocations



New requirements for identifying eligible sites for Housing Elements



	5 <sup>th</sup> Cycle RHNA	6 <sup>th</sup> Cycle RHNA
Bay Area	187,990	441,176
San Mateo County	16,418	47,321
<b>Menlo Park</b>	<b>655</b>	<b>2,946</b>

		6 <sup>th</sup> Cycle RHNA
Lowest	Town of Colma	202
Average	All 21 Jurisdictions	2,253
Highest	City of San Mateo	7,015



# RHNA OBJECTIVES

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1. **Increase housing supply and mix of housing types, tenure and affordability in an equitable manner**
2. **Promote infill development and socioeconomic equity, protect environmental and agricultural resources, encourage efficient development patterns, and achieve greenhouse gas emissions reduction targets**
3. **Promote improved intraregional jobs housing relationship, including balance between low wage jobs and affordable housing**
4. **Balance disproportionate household income distributions, more high-income RHNA to lower income areas and vice-versa**
5. **Affirmatively further fair housing (AFFH)**

# AFFH/FAIR HOUSING

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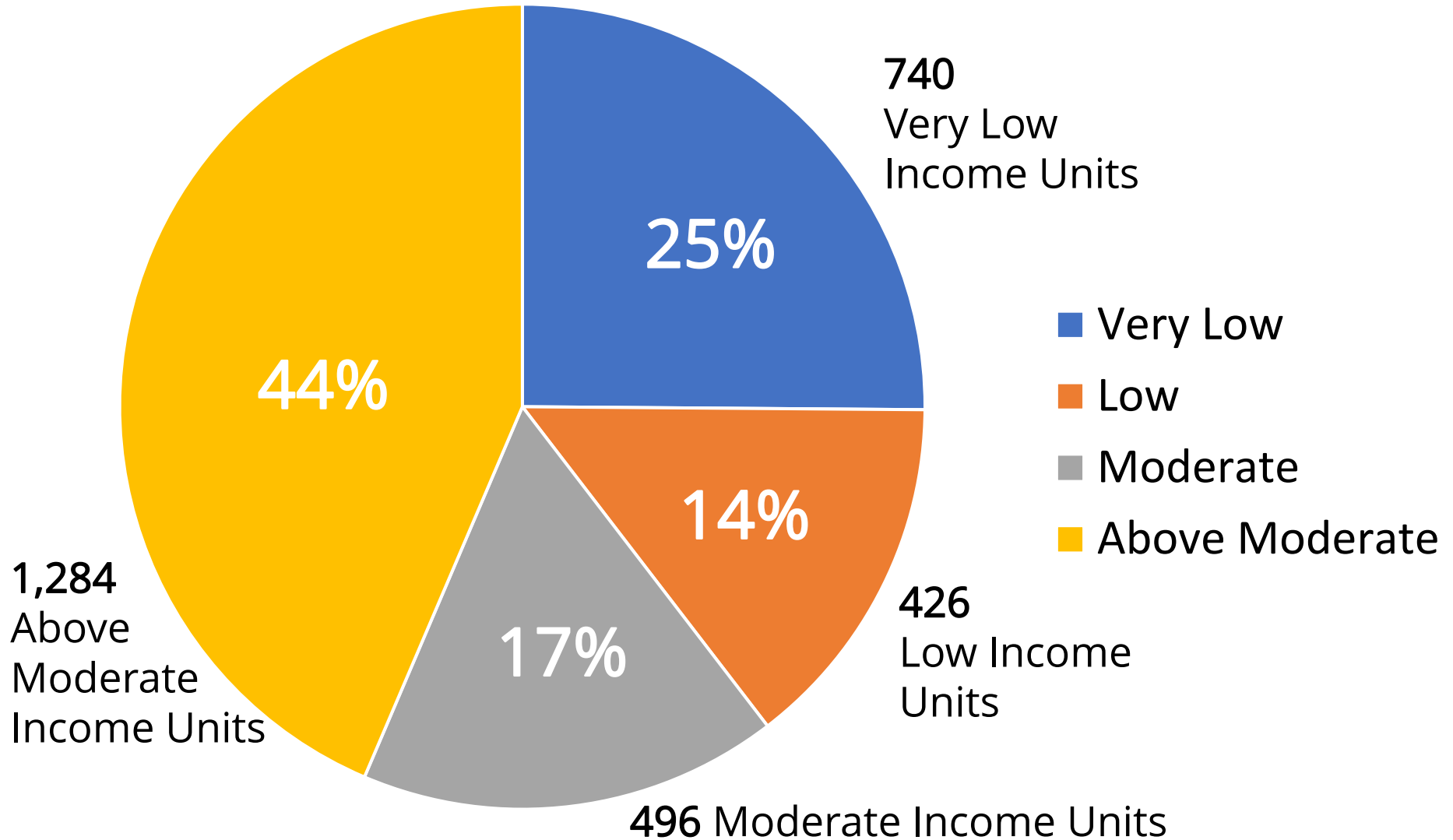
## Affirmatively Affirm Fair Housing (Assembly Bill 686)

This 2018 state law requires all state and local public agencies to facilitate deliberate action to explicitly address, combat, and relieve disparities resulting from past patterns of segregation to foster more inclusive communities.

# INCOME CATEGORIES

Income Category	Household Size	Income Limits	Example
Extremely Low Income	1 person	Up to \$38,400	Senior Living alone on Fixed Income
Very Low Income	2 persons	Up to \$73,100	Secretary, Single Mom with 1 child
Low Income	3 persons	Up to \$131,750	Elementary School Teacher + Post Doc with 1 child
Moderate Income	4 persons	Up to \$179,500	Tech Worker, Stay at home spouse with 2 children

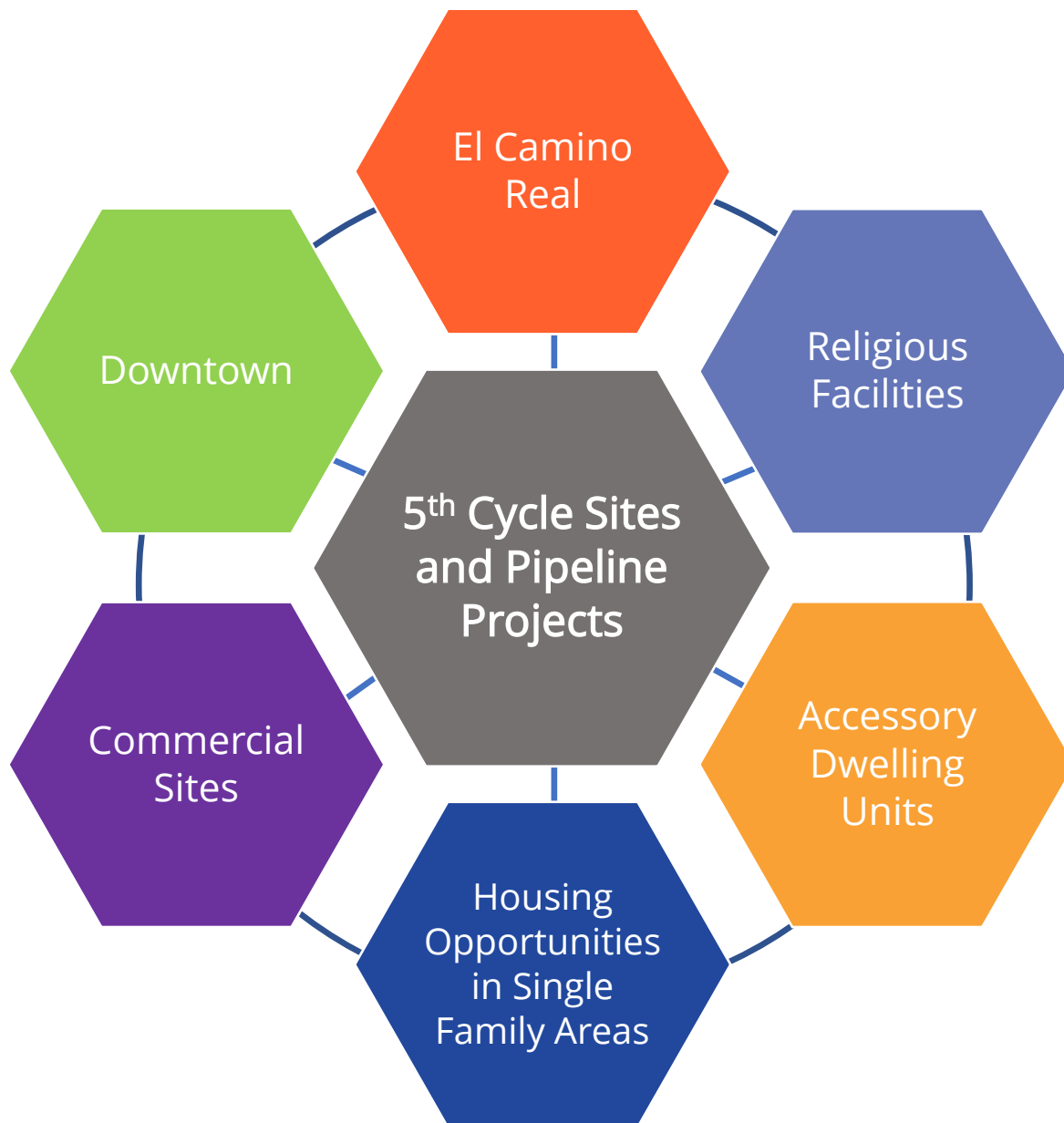
# 6TH CYCLE RHNA



**Total RHNA: 2,946 units**

# POTENTIAL RHNA SOLUTIONS

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# RELATED ELEMENTS



# ENVIRONMENTAL JUSTICE

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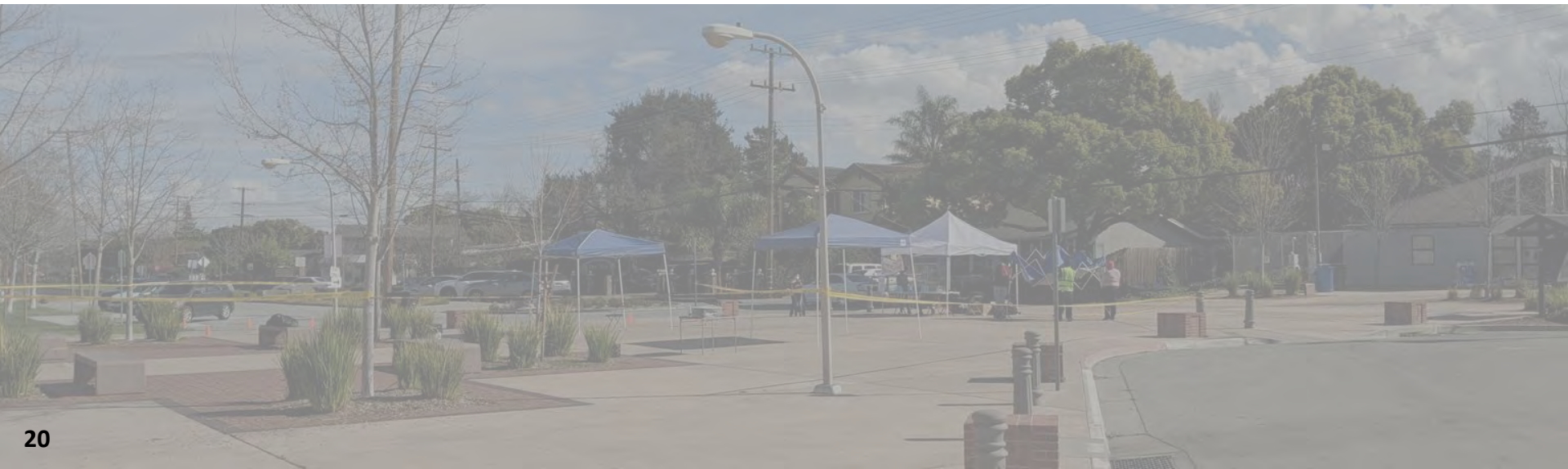
- Reduction of pollution exposure - Improve air quality
- Promote public facilities
- Provide food access - Promote physical activity
- Promote safe and sanitary homes



# SAFETY ELEMENT

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- Climate change resiliency and adaptation
- Sea-level rise
- Fire safety
- Local hazards





# COMMUNITY ENGAGEMENT & OUTREACH

A photograph of the exterior of the Belle Haven Community Library. The building features a light-colored, textured facade with a prominent horizontal ledge. Above the ledge, a curved, ribbed structure, possibly a roof or a decorative element, is visible. The text "BELLE HAVEN" and "COMMUNITY LIBRARY" is embossed or mounted on the wall in a large, sans-serif font.

BELLE HAVEN  
COMMUNITY LIBRARY

# ENGAGEMENT & OUTREACH

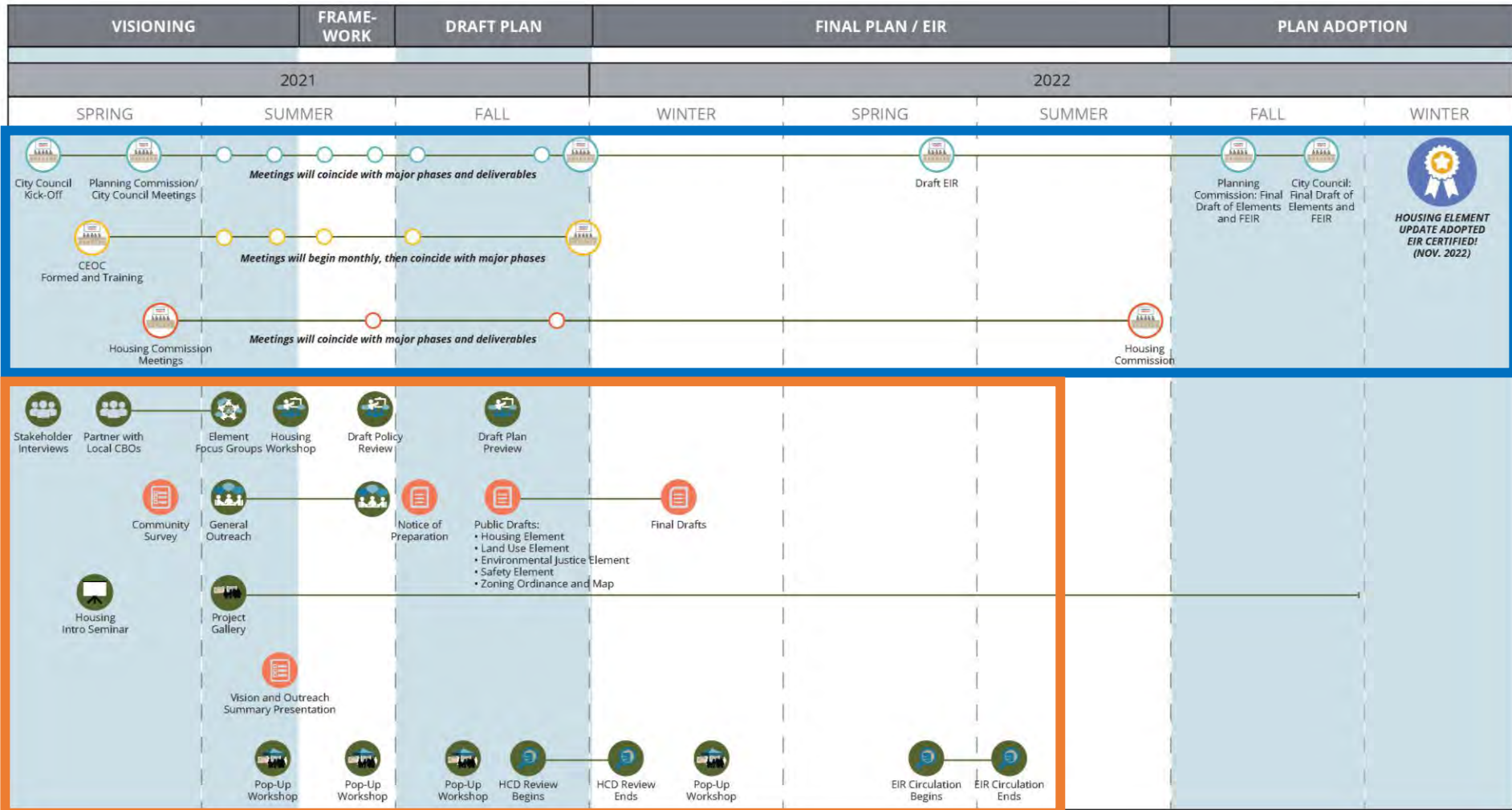
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# FOCUS GROUPS

- Residents
- Disadvantaged Communities
- Community Groups
- Housing Organizations
- Service Providers
- Renters & Homeowners
- Local Businesses
- Housing Developers

# PROJECT SCHEDULE

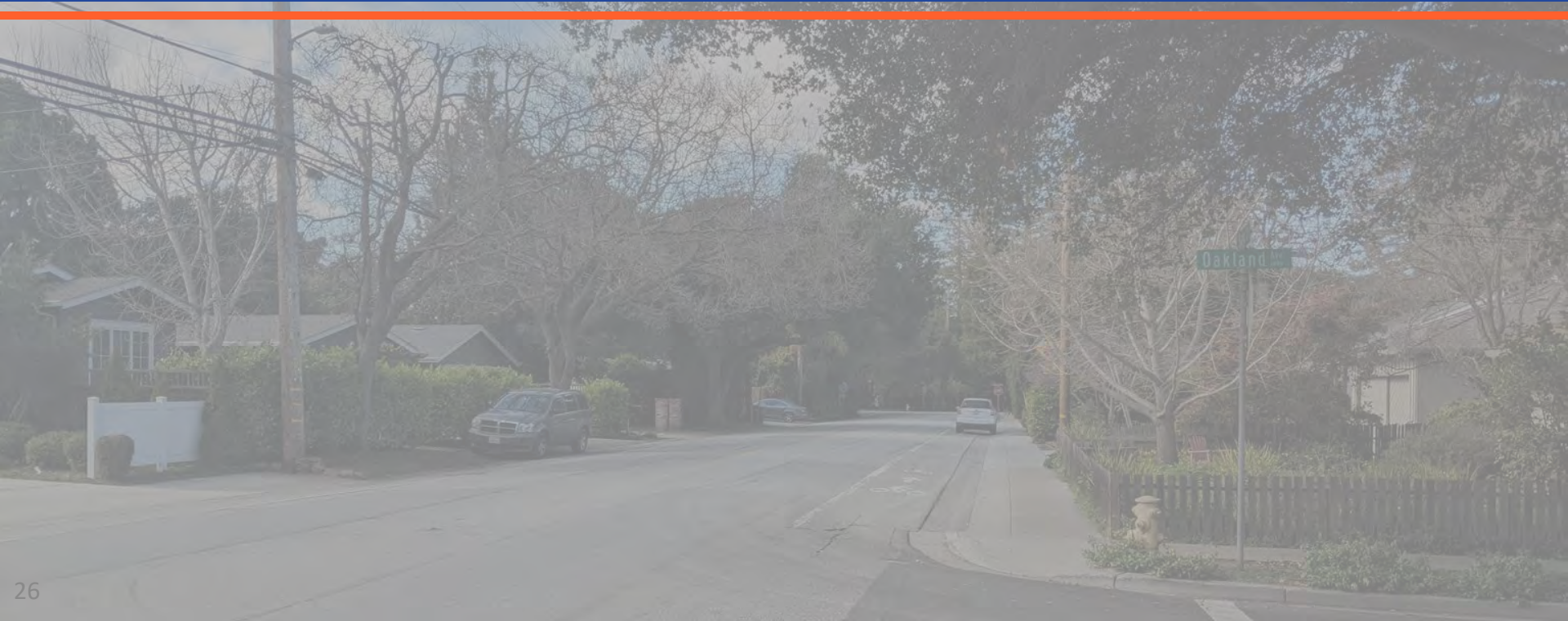


# UPCOMING COMMUNITY ENGAGEMENT SCHEDULE

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Date	Activities and meetings
May 27, 2021 (tentative)	CEOC meeting #1
June 2021	Housing introduction seminar
June 2021	Individual/group interviews
June 2021	Focus groups
Summer 2021	Initial outreach on Environmental Justice and Safety Elements
June/July 2021	CEOC meeting #2
Mid-summer 2021	Community Survey
Late summer 2021	Housing Commission - Preliminary land use strategies
Late summer 2021	Community visioning
Fall 2022	Land use alternatives review

# ROLES & RESPONSIBILITIES



# PROJECT TEAM



- To review and provide guidance on the overall project and key milestones
- Selection of the preferred land use alternative, in order to successfully complete the project by December 2022



# CITY COUNCIL HOUSING ELEMENT UPDATE SUBCOMMITTEE

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- To provide guidance to the project team on key topic areas as needed
- Mayor Combs and City Councilmember Wolosin



# PLANNING COMMISSION

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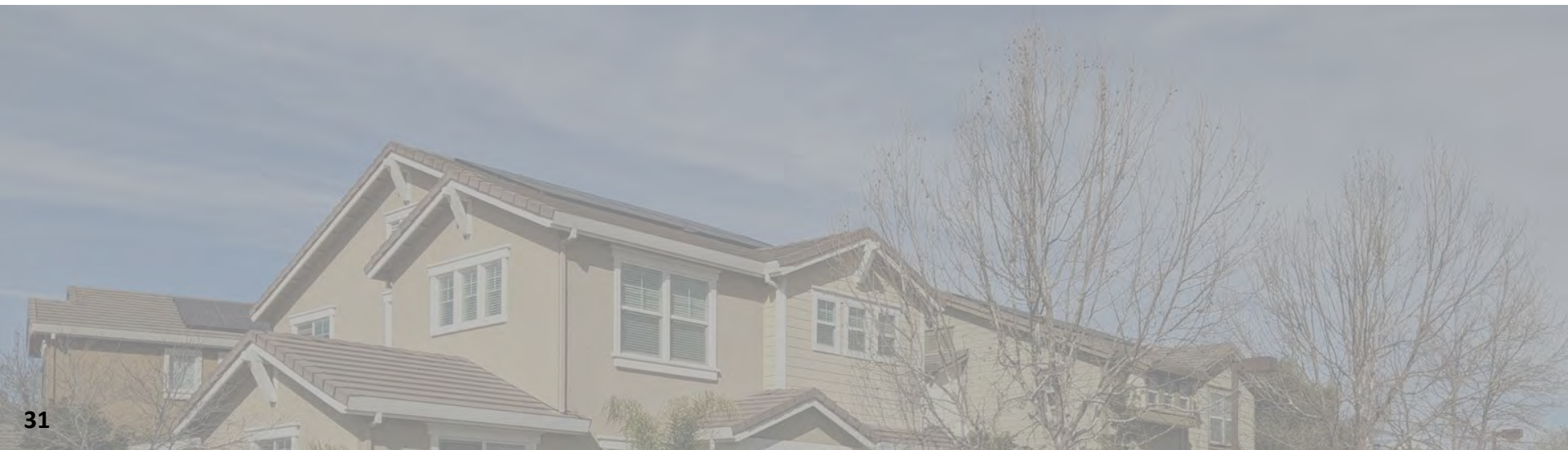
- To review and provide feedback on key project components, including the land use alternatives, draft documents, potential zoning ordinance amendments
- Conduct meetings on the scope of and draft EIR

# HOUSING COMMISSION

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To review and provide feedback on the housing element:

- Land use alternatives
- Policies and programs
- Draft housing element



# COMMUNITY ENGAGEMENT & OUTREACH COMMITTEE (CEOC)

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The primary responsibilities of the group would be to:

- Serve as an ambassador of the project and encourage people to participate in the process;
- Help guide and provide feedback on the community engagement plan; and
- Serve as a community resource to provide information to and receive input from the community on matters related to community engagement and public outreach.

# QUESTIONS?

*Thank you.*



## STAFF REPORT

### City Council

Meeting Date:

5/25/2021

Staff Report Number:

21-114-CC

### Regular Business:

**Adopt Resolution No. 6624 creating a special revenue fund titled “2017 Bayfront City Services Contribution” and establish the effective date of the required budget and accounting changes**

## Recommendation

The recommendation is that City Council adopt Resolution No. 6624, specifically the version transmitted as Attachment B, creating a special revenue fund titled “2017 Bayfront City Services Contribution” and establish the effective date of required budget and accounting changes.

## Policy Issues

The City Council retains control over all budgetary appropriations, including adopting an annual budget and any subsequent amendments. Generally accepted accounting principles require the City Council to establish special revenue funds to determine revenue source and eligible uses of the revenue in the absence of a grant or legal restrictions on the funds.

## Background

City staff transmitted a May 11 recommendation to the City Council that, if approved, would have created a special revenue fund titled “City Services Contribution – 301-309 Constitution Drive” to account for surplus and future receipts from monies provided to the general fund as unrestricted funds to benefit the safety of the local community under the 2017 development agreement amendment for 301-309 Constitution Drive, a Facebook owned property. City Council continued consideration of the item to City Council’s May 25 meeting to provide staff the opportunity to analyze the impacts of requested edits.

## Analysis

City staff reexamined the recitals based on City Council feedback. Resolution recitals document the facts informing the policy issue at hand, and the first staff recommended recitals were inadequate. For City Council consideration there are three versions of Resolution No. 6624, and City staff withdraws the May 11 recommended version.

Attachment A transmits Vice Mayor Nash and City Councilmember Taylor’s recommended Resolution No. 6624, as presented at the City Council’s May 11 meeting and edited to reflect City Council concerns about how City staff framed the 2020 budget cuts in the City staff recommended resolution. City staff recommends consideration of the following modifications to Attachment A:

1. Replace fund name – Special revenue fund titles reflect the origin or restriction on the fund such as granting agency’s name, a specific tax ballot measure, an ordinance based impact or in-lieu fee, etc. City staff recommends “2017 Bayfront City Services Contribution”
2. Delete resolution #4 – The City’s budget, accounting, and internal control procedures are consistent

across funds. A change in procedures for one fund requires additional analysis of impact on staff capacity.

Attachment B transmits City staff’s recommended version of Resolution No. 6624 and includes recitations documenting the origins and considerations of the City Services Contribution (CSC.) Specifically, Attachment B includes City Council meeting dates and a summary of action or direction provided to City staff:

- February 28, Attachment C
- May 2, Attachment D
- September 26, Attachment E
- November 14, Attachment F

Attachment G provides the link to the City’s public meetings archives. The City Council deliberations and directions to staff, are fully captured in the videos and document the evolution of the CSC.

Effective date of the budget and accounting change

City Council’s May 11 discussion to use an effective date earlier than City staff’s recommendation of April 1, 2021, required additional financial analysis. Attachments A and B require City Council selection of an effective date of the budget and accounting changes provided in the resolutions. City Council’s adopted fiscal year 2020-21 General Fund budget included the Community Services Contribution (CSC) revenue of \$2.4 million with offsetting expenditures of \$1.6 million. The accounting change removes the revenue while the actual expenditures remain. Table 1 provides four effective or “As of” dates for City Council consideration. The earlier in the fiscal year 2020-21 City Council desires to make the accounting change, the greater the impact on the General Fund’s estimated actuals prepared for the City Manager’s proposed fiscal year 2021-22.

	Fiscal year 2020-21 "As of"			
	July 1	November 1	January 1	April 1
1. Year-to-date expenditures on "As-of" date	\$-	\$509,930	\$779,506	\$1,167,493
2. Surplus City Services Contribution	2,396,284	1,886,354	1,616,778	1,228,791
3. "As of" date impact on General Fund	\$(1,167,493)	\$(779,506)	\$(509,930)	\$-

- Line 1 provides actual expenditures (not budget) attributed to the CSC the day before the “As of” date.
- Line 2 provides the surplus CSC on the “As of” date (Line 1 minus Line 2 on July 1)
- Line 3 provides the impact (negative) on the General Fund’s 2020-21 estimated actual surplus/(deficit) if City Council selects an “As of” date other than April 1, 2021.

Line 3’s (negative) impact corresponds to actual expenditures in reverse order. That is, July 1 “As of” date requires general tax revenue to offset all expenditures incurred as of March 31. City staff prepared the “As of” date based on City staff’s understanding of comments by Vice Mayor Nash suggesting October 31, 2020, as the last day for the CSC to offset incurred expenditures.

**Impact on City Resources**

Impact on city resources is difficult to assess until City Council identifies potential expenditures.

## Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

## Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

## Attachments

- A. Vice Mayor Nash and City Councilmember Taylor's recommended Resolution No. 6624
- B. City staff recommended Resolution No. 6624
- C. Hyperlink - Staff report no. 017-043-CC – "Creating a 4<sup>th</sup> Police Unit – ConnectMenlo"  
[menlopark.org/DocumentCenter/View/13046/F1---Proposal-for-Bayfront-policing-unit?bidId=](http://menlopark.org/DocumentCenter/View/13046/F1---Proposal-for-Bayfront-policing-unit?bidId=)
- D. Hyperlink – Staff Report No. 017-087-CC – "Funding agreement for creating a 4th police unit"  
[menlopark.org/DocumentCenter/View/14291/H10---4th-Police-Unit?bidId=](http://menlopark.org/DocumentCenter/View/14291/H10---4th-Police-Unit?bidId=)
- E. Hyperlink – Staff Report No. 017-230-CC – "Amend the City Council adopted 2017-18 budget to increase the number of authorized full time equivalent employees in the Police Department for the creation of a new police unit"  
[menlopark.org/DocumentCenter/View/15627/H8---Budget-amendment-4th-police-unit?bidId=](http://menlopark.org/DocumentCenter/View/15627/H8---Budget-amendment-4th-police-unit?bidId=)
- F. Hyperlink – Staff Report No. 017-277-CC – Waive the reading and adopt an ordinance approving the amendment to the development agreement for the Facebook campus expansion project:  
[menlopark.org/DocumentCenter/View/15961/E1---Revision-to-Facebook-Campus-Expansion-Project?bidId=](http://menlopark.org/DocumentCenter/View/15961/E1---Revision-to-Facebook-Campus-Expansion-Project?bidId=)
- G. Hyperlink – Recorded public meetings archive: [menlopark.org/694/Watch-public-meetings](http://menlopark.org/694/Watch-public-meetings)

Report prepared by:

Dan Jacobson, Assistant Administrative Services Director

Nick Pegueros, Assistant City Manager



**RESOLUTION NO. 6624****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ESTABLISHING A SPECIAL REVENUE FUND TITLED “BAYFRONT IMPACT  
FUND” RESTRICTED TO PUBLIC SAFETY OF THE LOCAL COMMUNITY**

WHEREAS, in 2017 the City Council concluded that increased public safety costs resulting from Facebook’s day-time population and unique risk profile could be offset, for a limited-term, by unrestricted development agreement contributions to the General Fund (City Services Contribution); and

WHEREAS, in 2017 the City Council approved amendments to the development agreement for 301-309 Constitution Drive, owned by Facebook, to modify development approvals and used that opportunity to incorporate the unrestricted contributions to the General Fund to offset increased public safety costs; and

WHEREAS, in fiscal year 2017-18 City Council authorized the addition of six public safety officers and equipment; and

WHEREAS, the 2020 COVID-19 pandemic reduced the need for the increased public safety officers in the Bayfront area; and

WHEREAS 2020 budget limitations caused the City Council to reduce the police department authorized fulltime equivalent personnel; and

WHEREAS, the City Council wishes to terminate any link between police department budget and the City Services Contribution; and

WHEREAS, the City Council finds that the public interest is best served by creating a special revenue fund allowing for discrete reporting of the one-time special revenue funds associated with the Facebook development agreement for 301-309 Constitution Drive; and

WHEREAS, generally accepted accounting principles require City Council action to define the specified purposes for the use of any special revenue not otherwise restricted by law or agreement; and

WHEREAS, once established, this special revenue fund will be subject to all established budgeting, accounting, and internal controls applied to all other special revenue funds.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK HEREBY RESOLVES, as follows:

1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.
2. The City Council hereby directs staff to create a special revenue fund titled “Bayfront Impact Fund”.
3. The City Council hereby specifies that any and all expenditures will come before City Council for approval.

4. The City Council hereby specifies that the new fund shall only be used for City Council approved expenditures that provide “services that benefit the safety of the local community” with the following definitions:

- a. “Services that benefit the safety” – City or contract services that benefit the safety of the local community; and
- b. “Local community” – The geographic area within the incorporated boundaries of Menlo Park north of U.S. Highway 101.

5. The City Council hereby directs the necessary budget amendments and fund transfers of Bayfront Impact Fund residing in General Fund assigned fund balance and assigned to “Public Safety Development” in the June 30, 2020, Comprehensive Annual Financial Report in the amount of \$2,607,766.

6. The City Council hereby directs the necessary budget amendments and fund transfers of surplus Bayfront Impact Fund funds in fiscal year 2020-21 as of July 1, 2020, upon completion of the independent audit, from the General Fund to the Bayfront Impact Fund.

7. The City Council hereby directs that all outstanding City Services Contribution receipts be deposited directly to the Bayfront Impact Fund.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on twenty-fifth day of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fifth day of May, 2021.

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Judi A. Herren, City Clerk

**RESOLUTION NO. 6624****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ESTABLISHING A SPECIAL REVENUE FUND TITLED "2017 BAYFRONT  
CITY SERVICES CONTRIBUTION FUND"**

WHEREAS, City Council conducted a February 28, 2017 study session on a police department proposal to accept a gift from Facebook and create a fourth police beat with primary assignment to respond to week-day daytime service needs in the Bayfront area;

WHEREAS, City staff's February 28 report identified increased demands on public safety services from redevelopment activities in the Bayfront area, most notably Facebook's day-time population and unique risk profile; and

WHEREAS, February 28 City Council direction to staff to return with additional data and exploration of alternative funding mechanism to minimize perception that the fourth unit is dedicated to Facebook; and

WHEREAS, City Council received an informational item at their May 2, 2017 meeting responsive to February 28, 2017 direction; and

WHEREAS, City Council discussed a May 2, 2017 informational item and reached consensus to clarify direction to City staff to add language in Facebook's request to amend the 301-309 Constitution Drive development agreement to include an unrestricted revenue deposited to the General Fund; and

WHEREAS, City Council amended the fiscal year 2017-18 budget at their September 26, 2017 meeting to add six public safety officers and equipment to create a fourth police unit referred to as "Beat 4" or "Community Response Team CRT;" and

WHEREAS, City staff negotiated an unrestricted revenue to achieve City Council direction in earlier actions and City Council adopted Ordinance No. 1040 at their November 14, 2017 meeting to amend the development agreement for 301-309 Constitution Drive; and

WHEREAS, paragraph 4 of the 2017 amendment establishes a "City Services Contribution" of \$11,250,000 dollars paid over five fiscal years beginning July 1, 2018; and

WHEREAS, the City Council desires to rescind the 2017 policy determination to record the City Services Contribution as a General Fund revenue in response to community input; and

WHEREAS, the City Council finds that the public interest is best served by creating a special revenue fund allowing for discrete reporting of the one-time revenue resulting from the 2017 amendment to the 301-309 Constitution Drive development agreement; and

WHEREAS, generally accepted accounting principles require City Council action to define the specified purposes for the use of any special revenue not otherwise restricted by law or agreement; and

WHEREAS, once established, this special revenue fund will be subject to all established budgeting, accounting, and internal controls applied to all other City funds.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK HEREBY RESOLVES, as follows:

1. The City Council hereby directs the establishment of a special revenue fund titled "2017 Bayfront City Services Contribution Fund," hereafter referred to as "Fund".
2. The City Council hereby specifies that the Fund shall only be used for City Council approved expenditures that provide "services that benefit the safety of the local community" with the following definitions:
  - a. "Services that benefit the safety" – City or contract services that benefit the safety of the local community; and
  - b. "Local community" – The geographic area within Menlo Park city limits north of U.S. Highway 101.
3. The City Council hereby directs the necessary budget amendments and fund transfers of City Services Contribution recorded as fund balance assigned to "Public Safety Development" in the June 30, 2020, Comprehensive Annual Financial Report in the amount of \$2,607,766.
4. The City Council hereby directs the necessary budget amendments and fund transfers of fiscal year 2020-21 surplus City Services Contributions to the Fund as of <<INSERT EFFECTIVE DATE>> .
5. The City Council hereby directs that all outstanding City Services Contribution receipts be deposited directly to the Fund.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on twenty-fifth day of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fifth day of May, 2021.

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Judi A. Herren, City Clerk

Agenda item N2  
Sophie Philip

It is clear from their history of abuses (especially the harassment of Black and Brown youth) that the MPPD should absolutely not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Furthermore, Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

In a city with as much money as Menlo Park, with millions more coming in from Facebook, it is unconscionable that any of our residents and neighbors should live without housing or food – and yet they do. Therefore I urge the Council to vote to adopt Resolution 6624, and to fund Tha Hood Squad to use their experience and expertise to provide the resolution's stipulated "services that benefit the safety of the local community."

# Agenda item N2

## Rupini Kamat

Hello, my name is Rupini Kamat and I am a PhD student at Stanford University. I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are deeply interconnected. I am submitting a comment in support of Resolution 6624, as well as any and all future policies which aim to repair the harm done by police via the funding local community organizations who provide authentic public safety for their neighborhoods. Today, on the one year anniversary of the tragic murder of George Floyd at the hands of police, the Menlo Park City Council has the opportunity to take an honest look back at the legacy of harassment and corporate-sponsored police terror that has resulted from the transformation of the MPPD into a privately-funded police force, and move forward in the direction of repairing the extensive damage done to Black and Brown communities in Menlo Park.

### DAMAGE DONE BY FACEBOOK-SPONSORED POLICE TO BELLE HAVEN AND SURROUNDING COMMUNITIES

In 2017, Facebook offered \$11.2 million over five years to expand the Menlo Park Police Department, funding years of racial profiling and police harassment, particularly in Belle Haven, a primarily Latinx neighborhood. This has set an extremely dangerous precedent, where the police department is funded by a private corporation and is thus highly incentivized to serve the interests of Facebook rather than those of the surrounding community. In particular, increasing police presence in a neighborhood that is primarily Black and Brown does not reduce crime but instead makes community members feel unsafe and at risk of racial profiling. For instance, many cops have stopped teens of color for using Facebook bikes, stating that they didn't "look" like Facebook employees, and in 2019, they "called dispatch stating they will prosecute during the in progress [bike] thefts."

Internal records make clear that Facebook's aims with the initial deal included increased patrolling of local Black and Brown communities. While former police chief Bertini asserted that the department was concerned with specific threats to the Facebook campus, an email from Facebook's John Tenanes made clear that the proposed new unit would "not patrol the interior of the Facebook campus" but rather the surrounding neighborhood. Although the officers in this unit would still participate in the response to an emergency, it is apparent that the overwhelming majority of their time is dedicated to policing the neighborhood into which Facebook inserted itself. It is unacceptable that Menlo Park should allocate millions to the patrolling of its own and neighboring communities of color. With all of these concerns in mind, it is clear that the council must vote to adopt Resolution 6624 and stop allowing Facebook to fund police harassment immediately.

With \$2,607,766 being considered for reallocation in the final year of funding, it's time to reinvest the money back into the community and back into the streets, instead of into corporate-sponsored police terrorism. The funding should be used to reverse Facebook's impacts on community members and provide actual health and safety, such as by providing a community center, housing, food, water, clothing, and public health. Adopting Resolution 6624 today is a small but important step towards pausing Facebook's ever-increasing grip on local politics, economies, and public systems.

### REPARATION OF POLICE TERROR MUST INCLUDE EAST PALO ALTO

I, along with several other members of the Stanford community, have listened to community members and reviewed the Menlo Park PD call logs, and understand that the MPPD does not only harass and abuse Menlo Park residents, but also folks living in surrounding areas like East Palo Alto. Facebook often likes to position itself as a savior of East Palo Alto, arguing that its presence has helped "clean up the city." Yet EPA residents have made clear that Facebook's greatest impact in the community has been their harassment of the city's residents, not least their youth. Not only must we reject the white saviorist narrative that Facebook is somehow here to "save East Palo Alto," but we must simultaneously recognize the very real violence its presence has already enacted against the community. It seems that the increased policing and profiling of East Palo Alto residents by Menlo Park police officers is an additional tool in Facebook's arsenal for dominating the region. So, I am concerned that the City Council has narrowly prescribed in Resolution 6624 that the new Bayfront Impact fund "shall only be used for City Council approved expenditures that provide 'services that benefit the safety of the local community'" where "local community" is defined as the geographic area within the incorporated boundaries of Menlo Park north of U.S. Highway 101. If the harm that this municipality has caused transcends arbitrary borders, so too must the reparations for that harm. Clearly, Menlo Park and Facebook have no right to terrorize and gentrify out Black and Brown communities from their homes, be it within or beyond the city limits. Given that \$9 million dollars have already been spent on corporate sponsored police terror, I demand the city council spend the entirety of the proposed \$2,607,766 not only on community organizations that serve Menlo Park but also organizations that serve East Palo Alto. I demand justice and reparations for East Palo Alto residents who have lived at the mercy of a profit-seeking tech behemoth and the police force it has bankrolled for too long. So, I urge the Council to expand its definition of "local community," seeing as the definition was expanded by the MPPD long ago.

### REALLOCATION OF FACEBOOK DOLLARS TO REAL PUBLIC SAFETY

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. The Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, The Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows The Hood Squad to deescalate and mediate conflict in the community.

Furthermore, The Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. I repeat: operating solely on community donations, The Hood Squad has done far more to address the basic needs and safety of Menlo Park and East Palo Alto community members than the MPPD has ever done. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

In a city with as much money as Menlo Park, with millions more coming in from Facebook, it is unconscionable that any of our residents and neighbors should live without housing or food – and yet they do. Therefore I urge the Council to vote to adopt Resolution 6624, and to fund The Hood Squad to use their experience and expertise to provide the resolution's stipulated "services that benefit the safety of the local community."

## Agenda item N2

Peter

My name is Peter and I am an undergraduate at Stanford University.

I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are intertwined. I am here to support Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety for their neighborhoods.

In 2017, Facebook offered \$11.2 million over five years to expand the Menlo Park Police Department, funding years of racial profiling and police harassment, particularly in Belle Haven, a primarily Latinx neighborhood. With \$2,607,766 being considered for reallocation in the final year of funding, it's time to reinvest the money back into the community and back into the streets, instead of into corporate-sponsored police terrorism. The funding should be used to reverse Facebook's impacts on community members and provide actual health and safety, such as by providing a community center, housing, food, water, clothing, and public health.

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Furthermore, Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

In a city with as much money as Menlo Park, with millions more coming in from Facebook, it is unconscionable that any residents and neighbors should live without housing or food – and yet they do.

Therefore, I urge the council to adopt Resolution 6624, effective as soon as possible.

# Agenda item N2

## Julia Hok

My name is Julia Hok and I am a Mechanical Engineering undergraduate student at Stanford University.

I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are intertwined. I am here to support Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety for their neighborhoods.

### Summary

In 2017, Facebook offered \$11.2 million over five years to expand the Menlo Park Police Department, funding years of racial profiling and police harassment, particularly in Belle Haven, a primarily Latinx neighborhood. With \$2,607,766 being considered for reallocation in the final year of funding, it's time to reinvest the money back into the community and back into the streets, instead of into corporate-sponsored police terrorism. The funding should be used to reverse Facebook's impacts on community members and provide actual health and safety, such as by providing a community center, housing, food, water, clothing, and public health. Therefore, I urge the council to adopt Resolution 6624, effective as soon as possible, in order to begin this process.

### Racialization and Gentrification [1]

As I am sure the Council is aware, the presence of Facebook itself right next to Belle Haven impacts the neighborhood by driving up poverty rates and increasing housing prices, while the people they're displacing remain underrepresented in the tech industry. With Facebook also came increased policing. Facebook's relationship with Menlo Park's police department started in 2013, when they paid to offset the costs of building a police substation and then the salary of a police officer in Belle Haven. Increasing police presence in a neighborhood that is primarily Black and Brown does not reduce crime but instead makes community members feel unsafe and at risk of racial profiling. For instance, many cops have stopped teens of color for using Facebook bikes, stating that they didn't "look" like Facebook employees, and in 2019, they "called dispatch stating they will prosecute during the in progress [bike] thefts."

In 2015, Menlo Park resident Hiruy Amanuel filed a lawsuit against the City of Menlo Park and three Menlo Park police officers who performed illegal searches, spat racist comments, and attempted intimidation during a traffic stop. One of the officers present, Ed Soares, has a reputation of allegations of misconduct, and he is but one member in a whole department with a history of racism and officer misconduct.

These incidents raise the questions: Who do the police protect? Who do they serve? When Facebook, a private corporation, is paying for the salaries, pensions, training, and equipment for new officers, the answer is evidently not the Menlo Park residents. There is little accountability for officers accused of misconduct, and there is also little transparency in the police department's spending. In 2017, former mayor Ray Mueller stated that Menlo Park did not earmark Facebook funds because it was inappropriate to "[keep] track of [Facebook Unit] money," or suggest that Facebook was paying the police officers' salaries.

With all of these concerns in mind, it is clear that the council must vote to adopt Resolution 6624 and stop allowing Facebook to fund police harassment immediately.

### Racialization and Gentrification [2]

Internal records make clear that Facebook's aims with the initial deal included increased patrolling of local Black and Brown communities. While former police chief Bertini asserted that the department was concerned with specific threats to the Facebook campus, an email from Facebook's John Tenanes made clear that the proposed new unit would "not patrol the interior of the Facebook campus" but rather the surrounding neighborhood. Although the officers in this unit would still participate in the response to an emergency, it is apparent that the overwhelming majority of their time is dedicated to policing the neighborhood into which Facebook inserted itself. It is unacceptable that Menlo Park should allocate millions to the patrolling of its own and neighboring communities of color.

These records raise the questions: Who do the police protect? Who do they serve? When Facebook, a private corporation, is paying for the salaries, pensions, training, and equipment for new officers, the answer is evidently not the Menlo Park residents. There is little accountability for officers accused of misconduct, and there is also little transparency in the police department's spending. In 2017, former mayor Ray Mueller stated that Menlo Park did not earmark Facebook funds because it was inappropriate to "[keep] track of [Facebook Unit] money," or suggest that Facebook was paying the police officers' salaries.

With all of these concerns in mind, it is clear that the council must vote to adopt Resolution 6624 and stop allowing Facebook to fund police harassment immediately.

### Funding Private Police

As Facebook's relationship with Menlo Park deepened, it effectively funded one of the nation's only privately-funded police forces. But Facebook's influence has transcended policing itself. Today, Menlo Park exists as a "company town," with Facebook being directly involved in a host of issues ranging from teaching to transportation. Facebook often likes to position itself as a savior of East Palo Alto, arguing that its presence has helped "clean up the city." Yet EPA residents have made clear that Facebook's greatest impact in the community has been their harassment of the city's residents, not least their youth. Not only must we reject the white saviorist narrative that Facebook is somehow here to "save East Palo Alto," but we must simultaneously recognize the very real violence its presence has already enacted against the community. Adopting Resolution 6624 today is a small but important step towards pausing Facebook's ever-increasing grip on local politics, economies, and public systems.

### Why Tha Hood Squad Deserves Funding

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Furthermore, Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

In a city with as much money as Menlo Park, with millions more coming in from Facebook, it is unconscionable that any of our residents and neighbors should live without housing or food – and yet they do. Therefore I urge the Council to vote to adopt Resolution 6624, and to fund Tha Hood Squad to use their experience and expertise to provide the resolution's stipulated "services that benefit the safety of the local community."

### Need for Reparations to both Menlo Park and East Palo Alto

We've listened to community members and reviewed the Menlo Park PD call logs, and understand that the MPPD does not only harass and abuse Menlo Park residents, but also folks living in surrounding areas like East Palo Alto. It seems that the increased policing and profiling of East Palo Alto residents by Menlo Park police officers is an additional tool in Facebook's arsenal for dominating the region. So, I am concerned that the City Council has narrowly prescribed in Resolution 6624 that the new Bayfront Impact fund "shall only be used for City Council approved expenditures that provide 'services that benefit the safety of the local community'" where "local community" is defined as the geographic area within the incorporated boundaries of Menlo Park north of U.S. Highway 101.

I understand that I am speaking to the Menlo Park City Council. Nonetheless, if the harm that this municipality has caused transcends arbitrary borders, so too must the reparations for that harm. Clearly, Menlo Park and Facebook have no right to terrorize and gentrify out Black and Brown communities from their homes, be it within or beyond the city limits. Given that \$9 million dollars have already been spent on corporate sponsored police terror, I demand the city council spend the entirety of the proposed \$2,607,766 not only on community organizations that serve Menlo Park but also organizations that serve East Palo Alto. I demand justice and reparations for East Palo Alto residents who have lived at the mercy of a profit-seeking tech behemoth and the police force it has bankrolled for too long. So, I urge the Council to expand its definition of "local community," seeing as the definition was expanded by the MPPD long ago.

Please do your part in righting wrongs and make the world a better place for all. As the pledge of allegiance says "liberty and justice for all," this includes Black and Brown communities. Give them the justice they deserve.



Agenda item N2  
Maricon Malimban

My name is Maricon Malimban and I am a part of GABRIELA Stanford. I support Reso 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety for their neighborhoods.

Facebook's presence next to Belle Haven has gentrified the neighborhood and with it came increased policing. Community members have been racially profiled. For instance, many cops have stopped teens of color for using Facebook bikes, stating that they didn't "look" like Facebook employees, and in 2019, they "called dispatch stating they will prosecute during the in progress [bike] thefts." In 2015, Menlo Park resident Hiruy Amanuel filed a lawsuit against the City of Menlo Park and three Menlo Park police officers who performed illegal searches, spat racist comments, and attempted intimidation during a traffic stop. One of the officers present, Ed Soares, has a reputation of allegations of misconduct, and he is but one member in a whole department with a history of racism and officer misconduct.

MPPD should not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

## Agenda item N2 Gabe Alvarez

My name is Gabe Alvarez and I am a senior studying engineering physics at Stanford University.

I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are intertwined. I am here to support Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety for their neighborhoods.

I am encouraged by the Menlo Park City Council's desire "to terminate any link between police department budget and the City Services Contribution." However, I am not convinced the Council has fully grappled with the harm caused by their 2017 decision to accept \$11.2 million from Facebook to support a new police unit to patrol Facebook campus and the surrounding neighborhoods. Facebook's sprawling development and gentrification campaign are driving up poverty rates and increasing housing prices, and yet the only "solution" they and the Council considered for years was funneling money into armed interlopers to accelerate the displacement of local communities. This partnership was abhorrent, and sustained reparations, beginning with the Bayfront Impact Fund, are an imperative for the Council moving forward if they are to take full accountability.

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Moreover, we've listened to community members and reviewed the Menlo Park PD call logs, and understand that the MPPD does not only harass and abuse Menlo Park residents, but also folks living in surrounding areas like East Palo Alto. The increased policing and profiling of East Palo Alto residents by Menlo Park police officers is an additional tool in Facebook's arsenal for dominating the region. So, I am concerned that the City Council has narrowly prescribed in Resolution 6624 that the new Bayfront Impact fund "shall only be used for City Council approved expenditures that provide 'services that benefit the safety of the local community'" where "local community" is defined as the geographic area within the incorporated boundaries of Menlo Park north of U.S. Highway 101.

I understand that I am speaking to the Menlo Park City Council. Nonetheless, if the harm that this municipality has caused transcends arbitrary borders, so too must the reparations for that harm. Clearly, Menlo Park and Facebook have no right to terrorize and gentrify out Black and Brown communities from their homes, be it within or beyond the city limits. Given that \$9 million dollars have already been spent on corporate sponsored police terror, I demand the city council spend the entirety of the proposed \$2,607,766 not only on community organizations that serve Menlo Park but also organizations that serve East Palo Alto. I demand justice and reparations for East Palo Alto residents who have lived at the mercy of a profit-seeking tech behemoth and the police force it has bankrolled for too long. So, I urge the Council to expand its definition of "local community," seeing as the definition was expanded by the MPPD long ago.

Agenda item N2  
Sol Martinez

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Furthermore, Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

In a city with as much money as Menlo Park, with millions more coming in from Facebook, it is unconscionable that any of our residents and neighbors should live without housing or food – and yet they do. Therefore I urge the Council to vote to adopt Resolution 6624, and to fund Tha Hood Squad to use their experience and expertise to provide the resolution's stipulated "services that benefit the safety of the local community."

Agenda item N2  
JT Faraji, resident

We need to see the geographical location expanded to all the areas that bayfront precinct operates in. The ALL areas that are affected need to be represented

## Agenda item N2 Kyle Wang

My name is Kyle Wang and I am an undergraduate at Stanford University.

I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are intertwined. I am here to support Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety for their neighborhoods.

In 2017, Facebook offered \$11.2 million over five years to expand the Menlo Park Police Department, funding years of racial profiling and police harassment, particularly in Belle Haven, a primarily Latinx neighborhood. With \$2,607,766 being considered for reallocation in the final year of funding, it's time to reinvest the money back into the community and back into the streets, instead of into corporate-sponsored police terrorism. The funding should be used to reverse Facebook's impacts on community members and provide actual health and safety, such as by providing a community center, housing, food, water, clothing, and public health. Therefore, I urge the council to adopt Resolution 6624, effective as soon as possible, in order to begin this process.

As I am sure the Council is aware, the presence of Facebook itself right next to Belle Haven impacts the neighborhood by driving up poverty rates and increasing housing prices, while the people they're displacing remain underrepresented in the tech industry. With Facebook also came increased policing. Facebook's relationship with Menlo Park's police department started in 2013, when they paid to offset the costs of building a police substation and then the salary of a police officer in Belle Haven. Increasing police presence in a neighborhood that is primarily Black and Brown does not reduce crime but instead makes community members feel unsafe and at risk of racial profiling. For instance, many cops have stopped teens of color for using Facebook bikes, stating that they didn't "look" like Facebook employees, and in 2019, they "called dispatch stating they will prosecute during the in progress [bike] thefts."

In 2015, Menlo Park resident Hiruy Amanuel filed a lawsuit against the City of Menlo Park and three Menlo Park police officers who performed illegal searches, spat racist comments, and attempted intimidation during a traffic stop. One of the officers present, Ed Soares, has a reputation of allegations of misconduct, and he is but one member in a whole department with a history of racism and officer misconduct.

These incidents raise the questions: Who do the police protect? Who do they serve? When Facebook, a private corporation, is paying for the salaries, pensions, training, and equipment for new officers, the answer is evidently not the Menlo Park residents. There is little accountability for officers accused of misconduct, and there is also little transparency in the police department's spending. In 2017, former mayor Ray Mueller stated that Menlo Park did not earmark Facebook funds because it was inappropriate to "[keep] track of [Facebook Unit] money," or suggest that Facebook was paying the police officers' salaries.

With all of these concerns in mind, it is clear that the council must vote to adopt Resolution 6624 and stop allowing Facebook to fund police harassment immediately.

Moreover, we've listened to community members and reviewed the Menlo Park PD call logs, and understand that the MPPD does not only harass and abuse Menlo Park residents, but also folks living in surrounding areas like East Palo Alto. It seems that the increased policing and profiling of East Palo Alto residents by Menlo Park police officers is an additional tool in Facebook's arsenal for dominating the region. So, I am concerned that the City Council has narrowly prescribed in Resolution 6624 that the new Bayfront Impact fund "shall only be used for City Council approved expenditures that provide 'services that benefit the safety of the local community'" where "local community" is defined as the geographic area within the incorporated boundaries of Menlo Park north of U.S. Highway 101.

I understand that I am speaking to the Menlo Park City Council. Nonetheless, if the harm that this municipality has caused transcends arbitrary borders, so too must the reparations for that harm. Clearly, Menlo Park and Facebook have no right to terrorize and gentrify out Black and Brown communities from their homes, be it within or beyond the city limits. Given that \$9 million dollars have already been spent on corporate sponsored police terror, I demand the city council spend the entirety of the proposed \$2,607,766 not only on community organizations that serve Menlo Park but also organizations that serve East Palo Alto. I demand justice and reparations for East Palo Alto residents who have lived at the mercy of a profit-seeking tech behemoth and the police force it has bankrolled for too long. So, I urge the Council to expand its definition of "local community," seeing as the definition was expanded by the MPPD long ago.

Thank you for your time

Agenda item N2  
Callum Tresnan

As a Stanford student, I have studied the myriad ways Facebook has caused harm to the Belle Haven community. On top of this, we have MPPD with a history of violence, profiling, and malfeasance.

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

In a city with as much money as Menlo Park, with millions more coming in from Facebook, it is unconscionable that any of our residents and neighbors should live without housing or food – and yet they do. Therefore I urge the Council to vote to adopt Resolution 6624, and to fund Tha Hood Squad to use their experience and expertise to provide the resolution's stipulated "services that benefit the safety of the local community."

## Agenda item N2 Daniella Caluza

Hello, my name is Daniella and I am an undergraduate at Stanford University. I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other communities are intertwined. I am here to support resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety.

In 2017, Facebook offered \$11.2 million over 5 years to expand the Menlo Park Police Department. With over \$2 million being considered for reallocation in the final year of funding, it's time to reinvest money back into the community. Therefore, I urge the council to adopt Resolution 6624, effective as soon as possible, in order to begin this process.

Internal records make clear that Facebook's aims with the initial deal included increased patrolling of local Black and Brown communities. While former police chief Bertini asserted that the department was concerned with specific threats to the Facebook campus, an email from Facebook's John Tenanes made clear that the proposed new unit would "not patrol the interior of the Facebook campus" but rather the surrounding neighborhood. Although the officers in this unit would still participate in the response to an emergency, it is apparent that the overwhelming majority of their time is dedicated to policing the neighborhood into which Facebook inserted itself. It is unacceptable that Menlo Park should allocate millions to the patrolling of its own and neighboring communities of color.

With this in mind, it is clear that the council must vote to adopt Resolution 6624 and stop allowing Facebook to fund police harassment immediately.

Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Furthermore, Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

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I understand that I am speaking to the Menlo Park City Council. Nonetheless, if the harm that this municipality has caused transcends arbitrary borders, so too must the reparations for that harm. Clearly, Menlo Park and Facebook have no right to terrorize and gentrify out Black and Brown communities from their homes, be it within or beyond the city limits. Given that \$9 million dollars have already been spent on corporate sponsored police terror, I demand the city council spend the entirety of the proposed \$2,607,766 not only on community organizations that serve Menlo Park but also organizations that serve East Palo Alto. I demand justice and reparations for East Palo Alto residents who have lived at the mercy of a profit-seeking tech behemoth and the police force it has bankrolled for too long. So, I urge the Council to expand its definition of "local community," seeing as the definition was expanded by the MPPD long ago.

## Agenda item N2 Mohit Mookim

Dear Menlo Park City Council,

I am a law student, former research employee, and former Public Policy undergrad at Stanford University. I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are intertwined. I have lived, studied, and worked in these communities for the last 7 years, including to develop curriculum for Stanford's largest tech and ethics class on tech-led gentrification and studying Menlo Park/East Palo Alto history in law school seminars. I am here to support Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations like Tha Hood Squad who provide authentic public safety for their neighborhoods.

With \$2,607,766 being considered for reallocation in the final year of funding, it's time to reinvest the money back into the community and back into the streets, instead of into corporate-sponsored police terrorism. The funding should be used to reverse Facebook's impacts on community members and provide actual health and safety, such as by providing a community center, housing, food, water, clothing, and public health. Therefore, I urge the council to adopt Resolution 6624, effective as soon as possible, in order to begin this process.

Who do the police protect? Who do they serve? When Facebook, a private corporation, is paying for the salaries, pensions, training, and equipment for new officers, the answer is evidently not the Menlo Park residents. There is little accountability for officers accused of misconduct, and there is also little transparency in the police department's spending. In 2017, former mayor Ray Mueller stated that Menlo Park did not earmark Facebook funds because it was inappropriate to "[keep] track of [Facebook Unit] money," or suggest that Facebook was paying the police officers' salaries. As Facebook's relationship with Menlo Park deepened, it effectively funded one of the nation's only privately-funded police forces.

With all of these concerns in mind, it is clear that the council must vote to adopt Resolution 6624 and stop allowing Facebook to fund police harassment immediately.

Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Furthermore, Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

Thank you for your consideration.



Agenda item N2  
Olivia Lamberti

I am a Stanford undergraduate in support of Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations which provide authentic public safety for their neighborhoods.

Tha Hood Squad's Public Health and Safety Program is perfectly positioned to receive funds that would have otherwise gone to MPPD. They have earned the trust of those most negatively impacted by Facebook's partnership with the MPPD.

Agenda item N2  
Melody Yang

I am a student at Stanford University. I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are intertwined. I am here to support Resolution 6624 and all future policies which aim to repair the harm done by police by funding local community organizations who provide authentic public safety for their neighborhoods.

It's time to reinvest the money back into the community and back into the streets, instead of into corporate-sponsored police terrorism. The funding should be used to reverse Facebook's impacts on community members and provide actual health and safety, such as by providing a community center, housing, food, water, clothing, and public health. Therefore, I urge the council to adopt Resolution 6624, effective as soon as possible, in order to begin this process.

As I am sure the Council is aware, the presence of Facebook itself right next to Belle Haven impacts the neighborhood by driving up poverty rates and increasing housing prices, while the people they're displacing remain underrepresented in the tech industry. With Facebook also came increased policing, and Menlo Park's policing is notoriously racist and with numerous allegations of police misconduct, and one of the only privately funded ones. It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

# Agenda item N2

## Nathaniel Ramos

My name is Nathaniel Ramos and I am a student at Stanford University.

I understand that the communities and histories of Stanford, Menlo Park, East Palo Alto, and other surrounding areas are intertwined. I am here to support Resolution 6624 and all future policies that aim to repair the harm done by police by funding local community organizations that provide authentic public safety for their neighborhoods, such as Tha Hood Squad.

Facebook's presence next to Belle Haven impacts the neighborhood by increasing housing prices and other costs of living, while the people they're displacing remain underrepresented in the tech industry, often shut out from the economic benefits therein. With Facebook also came increased policing. Facebook's relationship with Menlo Park's police department started in 2013 when they paid to offset the costs of building a police substation and then the salary of a police officer in Belle Haven. Increasing police presence in a neighborhood that is primarily Black and Brown does not reduce crime; instead, it makes community members feel unsafe by risk of racial profiling and brutality. The police respond to crime, and often over-criminalize Black and Brown people for similar offenses (e.g., drug possession). Decades of "law and order" have resulted in mass incarceration, as analyzed by Michelle Alexander, for example. We need solutions that get at the root of the problem--economic, social insecurity, and funding organizations that do such work is critical.

In 2015, Menlo Park resident Hiruy Amanuel filed a lawsuit against the City of Menlo Park and three Menlo Park police officers who performed illegal searches, spat racist comments, and attempted intimidation during a traffic stop. One of the officers present, Ed Soares, has a reputation for allegations of misconduct, and he is but one member in a whole department with a history of racism and officer misconduct.

As Facebook's relationship with Menlo Park deepened, it effectively funded one of the nation's only privately-funded police forces. But Facebook's influence has transcended policing itself. Today, Menlo Park exists as a "company town," with Facebook being directly involved in a host of issues ranging from teaching to transportation. Facebook often likes to position itself as a savior of East Palo Alto, arguing that its presence has helped "clean up the city." Yet EPA residents have made clear that Facebook's greatest impact in the community has been their harassment of the city's residents, not least their youth. Not only must we reject the white saviorist narrative that Facebook is somehow here to "save East Palo Alto," but we must simultaneously recognize the very real violence its presence has already enacted against the community.

These incidents raise the questions: Who do the police protect? Who do they serve? When Facebook, a private corporation, is paying for the salaries, pensions, training, and equipment for new officers, the answer is evidently not the Menlo Park residents. There is little accountability for officers accused of misconduct, and there is also little transparency in the police department's spending. In 2017, former mayor Ray Mueller stated that Menlo Park did not earmark Facebook funds because it was inappropriate to "[keep] track of [Facebook Unit] money," or suggest that Facebook was paying the police officers' salaries.

It is clear from their history of abuses that the MPPD should unequivocally not receive the remainder of Facebook's funds this year. Instead, the money should be put into programs which actually support the health and safety of our community. Tha Hood Squad's Public Health and Safety Program is perfectly positioned to do so. With deep roots in East Palo Alto and a consistent track record of addressing community members' needs since 2015, Tha Hood Squad has earned the trust of those most negatively impacted by Facebook's partnership with the MPPD. This trust uniquely allows Tha Hood Squad to deescalate and mediate conflict in the community.

Furthermore, Tha Hood Squad understands that true health and safety mean much more than what lies in the purview of the police. They know that food, water, shelter, and healthcare are critical to the safety of our community members, and have demonstrated their ability to provide for these needs. Relying on donations and a 4-burner stove, they make 2000 meals in a day for their neighbors. With a million-dollar budget, they could invest in a kitchen to scale up their operation, hire new partners, and continue their years of work to address the intersecting crises of racial injustice, homelessness, poverty, and police violence.

In a city with as much money as Menlo Park, with millions more coming in from Facebook, it is unconscionable that any of our residents and neighbors should live without housing or food – and yet they do. Therefore I urge the Council to vote to adopt Resolution 6624, and to fund Tha Hood Squad to use their experience and expertise to provide the resolution's stipulated "services that benefit the safety of the local community."



**STAFF REPORT**

**City Council**

**Meeting Date:** 5/25/2021

**Staff Report Number:** 21-105-CC

**Informational Item:** City Council agenda topics: June 2021

**Recommendation**

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

**Policy Issues**

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

**Analysis**

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through June 22, 2021. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

A. City Council agenda topics: June 2021

Report prepared by:  
Judi A. Herren, City Clerk

**Tentative City Council Agenda**

#	Title	Department	Item type	City Council action
1	2021-22 SLESF/COPS spending plan	ASD	Regular	Adopt resolution
2	Adopt salary schedule amendments	ASD	Regular	Adopt resolution
3	Adopt unrepresented confidential compensation plan amendments	ASD	Regular	Adopt resolution
4	Adopt unrepresented management compensation plan amendments	ASD	Regular	Adopt resolution
5	Appropriations limit	ASD	Regular	Adopt resolution
6	Approve year-end budget amendments (final cleanup)	ASD	Regular	Adopt resolution
7	Authorization for blanket purchase orders and multi-year agreements	ASD	Regular	Adopt resolution
8	City Manager's proposed budget	ASD	Workshop	No action
9	Financial advisory services and bond counsel services for a Measure T bond issuance	ASD	Regular	Contract award or amend
10	Fiscal year 2021-22 budget	ASD	Regular	Adopt resolution
11	Ratify successor MOU - AFSCME	ASD	Regular	Adopt resolution
12	Ratify successor MOU - SEIU	ASD	Regular	Adopt resolution
13	UUT temporary reduction	ASD	Regular	Adopt resolution
14	Authorize the City Manager to rescind Emergency Order No. 2	CA	Consent	Approve
15	710 Willow Road appeal of use permit denial for alcohol sales	CDD	Public Hearing	Decide
16	Community Amenity In Lieu Fee - Ordinance 2nd reading	CDD	Consent	Adopt ordinance
17	Community Amenity In Lieu Fee and DA Ordinance; direction amenities list and review process	CDD	Public Hearing	Approve
18	Presentation: SRI Master Plan	CDD	Presentation	No action
19	Approve EQC two year work plan	CMO	Consent	Approve
20	City Manager's proposed budget	CMO	Public Hearing	Adopt resolution
21	CM evaluation	CMO	Closed Session	
22	Presentation: 2020 Stem Winner recognition	CMO	Presentation	No action
23	Proclamation: Pride Month Proclamation to declare June 2021 as Pride Month in Menlo Park	CMO	Presentation	
24	Proclamation: Recognizing Ron Shepherd	CMO	Proclamation	No action
25	Quarterly personnel update (Apr-Jun)	CMO	Consent	Receive and file
26	Safe storage ordinance (tentative)	CMO	Closed Session	
27	Approve contract for redistricting demographer service	CMO, CA	Regular	Contract award or amend
28	Authorize CM to enter agreement with Chefables NTE \$100,000 for the delivery of food services at BHCD for fiscal year 2021-22	LCS	Consent	Approve
29	Recreation scholarship pilot program	LCS	Consent	Approve
30	Award Construction Contract - Willow Road Paving	PW	Consent	Approve
31	Install school speed limit zones	PW	Consent	Adopt resolution
32	Landscape Assessment District for 2021-22	PW	Public Hearing	Adopt resolution
33	SB1 funding candidate projects	PW	Consent	Adopt resolution
34	Stormwater Program fee collection	PW	Public Hearing	Adopt resolution
35	West Bay Sanitary - MOU for Recycled Water	PW	Regular	Approve



## STAFF REPORT

### City Council

Meeting Date:

5/25/2021

Staff Report Number:

21-109-CC

Informational Item:

Transmittal of print-friendly version of the city manager's proposed budget for fiscal year 2021-22

### Recommendation

This is an informational item and does not require City Council action.

### Policy Issues

The City Council maintains responsibility for all budgetary appropriations. Under section 2.08.080(8) of the Menlo Park Municipal Code, the city manager has the responsibility "to prepare and submit to the city council the annual budget."

### Background

Preparation of the annual budget takes place primarily during the months of March and April and is informed by City Council direction including amendments to the current fiscal year's budget, adoption of budget principles, and adoption of City Council priorities. The city manager's proposed budget for fiscal year 2021-22 was first published online May 10, 2021.

### Analysis

In an effort to increase accessibility options for members of the City Council and community, staff prepared a static, print-friendly version of the city manager's proposed budget for fiscal year 2021-22, Attachment A. This budget document includes substantially similar information to the online version, with the exception of the ability to "drill down" into various financial components. This capability remains available in the online version of the city manager's proposed budget, Attachments B and C. Staff will continue to implement a range of accessibility options for financial planning and reporting as capacity permits.

### Next steps

June 1 – City manager's proposed budget workshop

June 8 – Public hearing for the fiscal year 2021-22 budget

June 22 – Adoption of the fiscal year 2021-22 budget

July – Publication of the "budget in brief" budget overview

August – Publication of the fiscal year 2021-22 adopted budget document

### Impact on City Resources

There is no impact on City resources at this time. Capacity to prioritize additional accessibility and customizability options for future financial planning and reporting capabilities is included as a potential service level enhancement in the fiscal year 2021-22 proposed budget.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. City manager's proposed budget for fiscal year 2021-22 print version
- B. Hyperlink – City manager's proposed budget for fiscal year 2021-22 transmittal letter:  
[stories.opengov.com/menlopark/published/6tQNIIAoZ](https://www.stories.opengov.com/menlopark/published/6tQNIIAoZ)
- C. Hyperlink – Budget transparency portal: [menlopark.opengov.com/transparency#/](https://www.menlopark.opengov.com/transparency#/)

Report prepared by:

Christian Quijano, Management Analyst I

Dan Jacobson, Assistant Administrative Services Director

City of Menlo Park, California

# Proposed Budget

Fiscal Year 2021-22



## Budget preparation team

### City Council

**Drew Combs**, Mayor

**Betsy Nash**, Vice Mayor

**Ray Mueller**, Council member

**Cecilia Taylor**, Council Member

**Jen Wolosin**, Council member

### City Council appointed officers

**Starla Jerome-Robinson**, City Manager

**Nira Doherty**, City Attorney

### City Manager appointed budget team

**Nick Pegueros**, Assistant City Manager

**Justin Murphy**, Deputy City Manager

**Dan Jacobson**, Assistant Administrative Services Director

**Nikki Nagaya**, Public Works Director

**Chris Lamm**, Assistant Public Works Director

**Brian Henry**, Assistant Public Works Director

**Eren Romero**, Business Manager

**Christian Quijano**, Management Analyst I

**Alxea Vilkins**, Human Resources Technician I





# Departmental Budget Coordinators and Contributors



## City Manager's Office and Administrative Services

Clay Curtin, Rebecca Lucky, Judi Herren, Sandy Pimentel, Kristen Strubbe, Nicole Casados, Whit Loy

## Community Development

Deanna Chow, Charles Andrews, Mike Noce, Vanh Malathong

## Library and Community Services

Sean Reinhart, Nick Szegda, Theresa DellaSanta, Rani Singh

## Police

Dave Norris, Tony Dixon, Jaime Romero, Dani O'Connor

## Public Works

Madelinne Godinez

## Introduction

- [City Manager's Transmittal Letter](#)
- [City Overview](#)

## Budget Discussion

- [General fund revenue discussion](#)
- [General fund expenditure discussion](#)

## Departmental Summaries

- [General Administration](#)
- [Community Development](#)
- [Library and Community Services](#)
- [Police](#)
- [Public Works](#)
- [Non-departmental](#)

## Capital Improvement Plan

In addition to the operating budget, the City annually prepares a five-year budget for capital projects. This five-year Capital Improvement Plan (CIP) is the community's vision for short- and long-range development, maintenance, improvement and building of new infrastructure assets to benefit our residents, businesses, property owners and visitors. Use the link below to visit the CIP for the 2021-26 fiscal years.

[Fiscal years 2021-2026 Capital Improvement Plan](#)



[menlopark.org](http://menlopark.org)

# Transmittal Letter

City Manager's fiscal year 2021-22 proposed budget

## Reimagining, rebuilding, and reinvigorating the community

**Dear Honorable Mayor Combs and Members of the City Council,**

The last year has been unimaginably difficult, filled with isolation, loss, and stress in the community, the nation, and worldwide. As vaccines become widely available and the City and country look forward to a return to some sense of normalcy, it is with a hopeful heart that I present to you my proposed budget for fiscal year 2021-22. The City has weathered the storm of a worldwide pandemic through the strong leadership of the City Council, the engagement and support of community members, and the dedicated work of professional staff throughout the organization, and it is due to this resilience that I am optimistic about the coming year. Whereas fiscal year 2020-21 was one of hard choices and ensuring stability, my proposed budget for fiscal year 2021-22 allows for restoration and regrowth, an opportunity for reflection and introspection on City service delivery models, the highest and best use of resources, and reestablishing support to the community.

The fiscal year 2021-22 proposed operating budget is balanced and identifies potential changes from the fiscal year 2020-21 budget, all in an effort to reimagine, rebuild, and reinvigorate the community, the theme of this year's budget. The strong financial position of the City, combined with additional resources available through the American Rescue Plan Act and a historically quick recovery from economic downturns, provide a unique set of circumstances for the City to turn tragedy into opportunity. The General Fund expects to see a rapid return of many revenue sources and capacity in expenditures due to fiscally prudent decisions in prior years. The proposed budget includes new funding for four City Council adopted 2021 priorities: 2020 census redistricting, capital improvement team staff (0.50 FTE) to support the Menlo Park Community Campus construction project, Caltrain quiet zone evaluation, and Middle Avenue complete street study. The budget does not include direct funding for two priorities, reimagining public safety services and reimagining downtown, pending City Council study session to scope the projects. The proposed budget includes a number of substantial contingencies, including the use of stimulus funding, intended to allow the City Council and community the opportunity to rethink and reflect on the mix and delivery of City services. As is always the case, the budget is a living document and I expect that fiscal year 2021-22 will require the same level of agility and revision of the prior year. The City Council's adopted priorities represent the ambitious agenda that rebuilding after the pandemic entails, and this proposed budget provides a framework to meet that challenge. I look forward to the opportunity to meet the challenge head on and to a City organization which continues to reinvent itself to better reflect the views and desires of the community!

***Starla Jerome-Robinson, City Manager***

## Major changes to the budget

The fiscal year 2021-22 proposed budget sees a number of changes from prior fiscal years, in part due to updates in budgeting and accounting practices afforded by the implementation of new financial software, and in part due to changes in the mix of services offered and organizational structure driven largely by pandemic-related resource limitations. These changes are discussed in greater detail below and throughout the budget document where applicable.

### City Council adopted 2021 priorities

The budget includes carryover, and new funds sufficient to meet City Council adopted milestones for 2021-22 on the following priorities:

- 2020 census redistricting
- 2022 housing element and related zoning code updates and documents
- Caltrain rail corridor quiet zone analysis
- Climate Action Plan No. 1 - Explore policy/program options to convert 95% of existing buildings to all-electric
- Climate Action Plan No. 4b - Middle Avenue rail crossing and complete street
- ConnectMenlo community amenities list update
- Menlo Park Community Campus

The budget includes contingency funds from which City Council may earmark funding for the following two priorities as their scope and milestones are currently unknown and will develop after the beginning of the fiscal year:

- Reimagining downtown
- Reimagining public safety

### City Council adopted 2021 work plan projects

The budget does not include the City Council adopted 2021 work plan due to the need to scope the work plan projects. Some projects such as the City's efforts on racial equity require reprioritization of work assigned to existing staff to allow the time necessary to fully participate in the program. The contingency fund provided in the one-time revenue fund may be earmarked after the beginning of the fiscal year once City Council approves project milestones for fiscal year 2021-22.

- Racial equity - NLC's REAL program and baseline project
- CAP #2-Set citywide goal for increasing EVs and decreasing gasoline sales
- CAP #3-Expand access to electric vehicle charging for multifamily and commercial properties
- CAP #4-Reduce vehicle miles traveled (VMT) by 25% or an amount recommended by the Complete Streets Commission
- CAP #4a-Transportation management association (TMA) formation
- CAP #5-Eliminate the use of fossil fuels from municipal operations
- CAP #6-Develop a climate adaptation plan to protect the community from sea level rise and flooding
- CAP #6a-Menlo Park SAFER Bay implementation
- Public health advocacy (COVID-19, mental health)
- Caltrain grade separation
- Willow Road traffic calming

### Deferral of July 2020 wage increases for non-sworn personnel

The City's represented and unrepresented non-sworn personnel partnered with the City in the final stretch budget preparation for fiscal year 2020-21, in which the City experienced a sudden and unprecedented revenue loss due to the pandemic. All non-sworn personnel deferred their contractually negotiated salary increases of 2.9% effective July 2020, reducing the need to lay off additional personnel. The deferral agreement provides that the 2.9% salary increase occurs in June 2021 and is in

the baseline budget. The City is in active labor negotiations on successor agreements with unionized personnel.

## **Budgeting and Accounting Practices**

During the process of updating the chart of accounts, the structure for recording all of the City's financial activity, a number of funds underwent changes to better separate distinct funding sources and their associated expenditures. As a result of many of the following changes, historical comparisons may be somewhat more difficult to analyze, but will increase transparency in future periods.

### **One-time Revenue Fund**

One notable and substantial change is the creation of the One-time Revenue Fund within the General Fund. This change removes major categories of non-recurring revenue from the General Fund baseline in order to allow for associated expenditures to be clearly identified. For fiscal year 2021-22, revenues in the One-time Revenue Fund include unrestricted funds received under development agreements and the stimulus funds anticipated under the American Rescue Plan Act. With this change, the General Fund sees the removal of \$1.69 million in revenue compared to prior year 'charges for services' category.

### **City Services Contribution Fund - 301-309 Constitution Drive Development Agreement 2017 Amendment**

During deliberation in the spring of 2021, City Council provided direction to create a separate fund, the City Services Contribution Fund, for development agreement funds received for safety purposes. This special revenue fund includes the revenues from the fourth year of a five-year development agreement as well as the transferred fund balance from the General Fund for unspent funds received in prior years. This change removes \$2.43 million of revenue in the charges for services category from the General Fund as compared to prior years. In the fiscal year 2021-22 proposed budget, no expenditures are included in this fund pending additional direction from City Council.

### **Grant-based childcare funds**

The City receives grants from a number of other agencies including the Federal and State governments and local organizations to support childcare. Separate special revenue funds, including the Belle Haven Child Development Center Fund, Big Lift Fund, and Childcare Food Fund, were created in order to associate grant-based revenues with allowable expenditures. Under this change, the General Fund sees the removal of \$1.48 million in revenue in the intergovernmental category present in prior years.

### **Other special revenue funds**

A number of other changes were made to special revenue funds in order to better manage revenues and associated expenditures. These funds have traditionally made up a relatively small portion of the budget but now provide greater detail within the budget. No changes to other special revenue funds resulted in a change to the General Fund.

### **Clarification of pension obligations**

With increased functionality afforded by recent budgeting software upgrades, the fiscal year 2021-22 proposed budget includes greater distinction in the categories of expenditures associated with employee pension costs with the California Public Employee Retirement System (CalPERS). These expenditures, categorized under fringe benefits, include:

- *Retirement (CalPERS normal)*: The costs associated with the current period's service. These costs are variable according to the authorized staffing levels of the organization.
- *Retirement (CalPERS unfunded liability)*: The costs associated with already-earned benefits of current and former employees, created as a result of the difference between assumptions and experience within the pension fund. These costs are fixed and unrelated to the level of authorized staffing.

- *Retirement (CalPERS employee pickup)*: Under agreements negotiated between the City and its organized labor units, a portion of the City's overall pension costs are borne by employees during their service. These costs are variable according to the authorized staffing levels and presented as a negative expenditure in recognition of the reduction to the City's pension costs.

## **Fiscal year 2020-21 budget reductions**

The hard choices necessitated by the pandemic prior to the start of fiscal year 2020-21 resulted in a number of fundamental changes to the City organization. These changes included substantial reductions in service in every department and functional area, notably quantified by staffing reductions of approximately 19 percent Citywide. The fiscal year 2021-22 proposed budget does not reverse any of these changes pending additional direction from City Council, and the most material changes in service are summarized by functional area below.

### **General Administration**

Authorized staffing level reductions in the City Manager's Office and Administrative Services Department reduced capacity for both baseline and project-based work department-wide. Resultant capacity is focused on the most critical tasks and very little additional capacity is available to undertake process improvement initiatives.

### **Police**

Cuts to staffing levels eliminated the dedicated traffic unit, proactive gang and narcotics investigations, daytime parking enforcement, community engagement programs, and reduced police records staffing. These changes have reduced the range of public safety services offered to the community and require some duties to be performed as a secondary priority, such as traffic enforcement.

### **Library and Community Services**

The former Community Services Department and Library Services Departments were consolidated into a single department, in addition to the following operational changes:

- Elimination of 1.0 FTE department head position
- Elimination (freeze) of 1.0 FTE management analyst position
- Reduction in temporary staffing
- Service reduction of library open hours, books, and e-resources at both library branches
- Elimination of the gymnastics program
- Reduction in community special events programming
- Reduction in public outreach (activity guide, etc.)

During the spring of 2021, 2.0 FTE Library and Community Services Supervisor positions were authorized by the City Council to support childcare, which are included in the baseline fiscal year 2021-22 proposed budget.

### **Community Development**

Inspection services, plan check services, and the elimination of planning vacancies all saw service reductions due to staffing level reductions, and additional contracted services were curtailed during fiscal year 2020-21. At the direction of City Council, 2.0 FTE positions were authorized during the course of fiscal year 2020-21 and are included in the baseline fiscal year 2021-22 budget, but overall staffing levels is nevertheless lower than prior fiscal years. A decrease in staffing resources coupled with an increase in the number of building permits, inspections, and complex development and planning projects has affected capacity and delivery of services.

### **Public Works**

Reductions in staffing and resources in the Public Works department affected a number of program areas starting in fiscal year 2020-21 and are included at their reduced levels for the fiscal year 2021-22

proposed budget, including:

- Decreased capacity in administration to support customer service, manage grants, and respond to general inquiries
- Reductions in park and landscape maintenance resulting in less frequent park maintenance, elimination of cleaning at the Nealon Park dog park, and reduced weed abatement
- Delayed implementation of the enforcement requirements of the heritage tree ordinance provisions that were adopted in fall 2019 and went into effect on July 1, 2020
- Suspension of fleet maintenance service for partner agencies, delayed vehicle purchases in fiscal year 2019-20 and 2020-21
- Reduced service levels for streets maintenance (street signs, roadway striping, and non-safety related requests for pavement fixes)
- Elimination of in-house night-time custodial services and oversight
- Elimination of the neighborhood traffic management program, reductions in the transportation projects planned for delivery, and the Safe Routes to School and transportation demand management program
- Reductions in land development engineering, including public right-of-way permit reviews, building permits, and potential increased wait times for development applications
- Elimination of the holiday tree-lighting program

The fiscal year 2021-22 proposed budget maintains all aforementioned service reductions, except those changes approved by the Council during fiscal year 2020-21 mid-year budget amendments. Additional direction by City Council during the budget consideration process will be necessary to shift the baseline level of services offered if desired.

## **Potential budget additions - service level enhancements**

Extraordinarily difficult circumstances required the City organization to focus the prior fiscal year's budget primarily on painful service reductions, but the outlook leading up to the start of fiscal year 2021-22 is substantially more optimistic. With the City Council's direction to consider the budget holistically, major programmatic additions for City Council consideration are identified as a list of potential choices. The fiscal impact of each service level enhancement is expressed as a net impact, or the resultant tax subsidy required after considering both expenditures and revenues. At the direction of City Council during the budget adoption process or through future amendments to the adopted budget, these positions may be authorized collectively or à la carte. City Council may use surplus fund balance in fiscal year 2021-22, carryover fund balances from previous years, or use of fund other than the general fund.

### **Tier 1 service level enhancements**

Tier 1 service level enhancements include proposals responsive to interest expressed by City Council through the goal-setting process and their consideration of other reports presented during City Council meetings. Tier 1 service level enhancements are not in the proposed budget. The costs related to personnel are presented as the fully burdened costs of employing additional staff, inclusive of direct wages, retirement and health insurance benefits, and other assorted fringe benefits including other insurances and taxes.

#### **Augmentation of contract-supported capacity in the building division - \$0.45 million**

The Building Division of the Community Development Department currently uses contract services to supplement the following services: plan check, permit technician, inspection, construction and demolition program, and arborist services. Contracted services are necessary to keep up with public demand and comply with building codes. The Building Division's contract services budget was cut due to budget reductions in fiscal year 2020-21 from \$1.4 million to \$955,000. The Building Division would like to reestablish the contract services budget. The goal of this action is to be able to fully fund contract services due to the significant increase in permit applications, issued permits and large development revision management. In 2021 and subsequent years, the Building Division anticipates additional

contract service to be used for current and additional workload. In addition, contract services will be used to meet the upcoming staff leave needs that will create a significant gap in service delivery. These contract services are essential for the Building Division to keep up with public demand and comply with building codes. The requested adjustment calls for an increase of \$445,000 for a total of \$1.40 million in Contract Services for fiscal year 2021-22.

**Improved turnaround time for plan check review and building permit issuance - \$0.38 million, 3.0 FTE**

Since 2020, the building division of community development has experienced a substantial increase in the number of permit applications and issued permits. The number of large and complex projects has increased, despite the pandemic, and City staff anticipate demand for building division services will continue to grow in the next several years. In addition to increased demand, projects are more complex, requiring increased review and management of subsequent revisions. In addition, inspection requests have spiked for large projects. Revisions to issued permits for large-scale projects move extremely fast and involve fast reviews. The City currently has 12 large-scale active projects and five new large-scale projects in the queue for 2021 and a large volume of residential review. The department cannot meet service level goals and expectations with current staffing levels, and demand is only increasing. The city's new land management system, Accela, has allowed certain automation and data collection that streamline some requests; however, the system implementation continues requiring dedicated staff time to learn new processes and procedures. To meet the desire for faster turnaround times in the building division's services, the department requests the addition of three full-time equivalent personnel: 1.0 plan check engineer, 1.0 building inspector, and 1.0 permit technician. If approved, City staff anticipate a six to nine-month lag between City Council approval and measurable improvements in turnaround times.

*1.0 FTE plan check engineer* - The department requests restoration of staff eliminated as part of the fiscal year 2020-21 adopted budget and has adversely impacted turnaround times for plan check reviews and building permit issuances. The department currently uses remote contract services to perform plan check reviews, which extend review times, ultimately extending permit issuance review times. The request provides sufficient staff to meet current and anticipated service demands successfully. The Building Division expects additional burden with both small and large-scale projects in 2021 and subsequent years. A Plan Check Engineer on staff would benefit the community with timely over-the-counter permit issuance and provide a needed resource for public questions related to the building process.

*1.0 FTE building inspector and 1.0 FTE permit technician* - The building division's permit and inspection staffing levels are adequate for the number of permits applied and issued in 2019, but not the substantial increase in permits experienced over the past year. A significant increase in large-scale projects anticipated in the next several years will impact permit application workload and permit issuance until Accela implementation is complete. The department requests two FTE to assist with the land management system implementation and process improvements and anticipated increase in large project applications and subsequent building inspections.

**Restoration of planning staffing levels - \$0.08 million, 0.5 FTE**

The community development department requests the addition of 0.5 FTE at the principal planner level to return planning staffing levels consistent with the 2019-20 budget. The additional increment would help retain existing staff, provide flexibility in recruiting, and address the current and projected demand for development and building permit reviews. Planning staff is currently reviewing 9 projects with EIRs, and anticipates several additional large projects in this fiscal year, along with advancing the City Council's priorities of the Housing Element Update and updates to the ConnectMenlo community amenities.

**Heritage tree ordinance implementation and downtown maintenance team - \$0.63 million, 5.0 FTE**

The public works department requests the addition of five (5.0) FTEs to provide management, administrative and technical support necessary to implement the July 2020 heritage tree ordinance and improve maintenance services in the downtown area. With respect to the heritage tree ordinance implementation, these positions would also allow improved customer service and response times to tree removal or pruning applications. The ordinance put new regulations in place in July 2020, which has created an increased demand to explain regulations and follow up with applicants with questions or



concerns on the process. With respect to downtown maintenance, this request establishes a dedicated maintenance team to enhance services in the Downtown. Currently, a combination of streets, parks and trees maintenance staff support various efforts downtown, including sign installation and maintenance, curb and pavement painting, sidewalk cleaning, lighting, banner installation, and maintenance of the street closures. In order to support economic recovery efforts for downtown businesses and the street closure anticipated to be in place through January 2022, staff has identified the need for a dedicated presence of maintenance staff downtown. The staffing complement includes 1.0 FTE public works superintendent, 1.0 management analyst I/II, and 3.0 FTE maintenance workers I/II.

**Resume processing neighborhood traffic requests and improve use of mapping tools - \$0.16 million, 1.0 FTE**

The public works department requests a 1.0 FTE Associate Transportation Engineer and administrative reclassifications of two authorized FTEs to restore currently suspended services including processing neighborhood traffic requests and better align the positions in the division to support current and anticipated workload as the region recovers from the pandemic, with an emphasis on more mapping and improved tools to communicate work efforts visually. The administrative reclassifications transition an authorized Engineering Technician to Geographic Information System (GIS) Analyst and the Traffic Demand Management Coordinator to a Transportation Planner.

**Emergency preparedness collaboration with Menlo Park Fire Protection District - \$0.10 million, no FTE**

Expand the existing emergency preparedness relationship with Menlo Park Fire Protection District to provide subject matter expertise, training, and guidance on the City's existing emergency preparedness efforts. City staff will work with the Fire District to develop a scope of work and present a memorandum of understanding for emergency preparedness support services for City Council consideration if City Council includes the effort in the budget.

**Resident and business services program - \$0.43 million, 3.0 FTE**

The city manager's office requests 3.0 FTEs to establish a neighborhood and business services program. The pandemic has highlighted the need for a point of contact for residents and businesses to assist with complex interagency services such as public health, homelessness, and economic development. Additionally, the City Manager is often called on to help residents seeking a quicker resolution to their service requests. Delays are, in part, the result of overburdened staff resulting from budget cuts, new processes and procedures resulting from technology upgrades or law changes, and individuals seeking to jump the line. The resident and business services program establishes a clearinghouse for incoming requests, concerns, and complaints with individuals familiar with city operations and services provided by other government and non-governmental agencies. The team will support staff in other departments with customer services, dispute de-escalation, and dispute resolution. The staffing complement includes 1.0 FTE economic development manager, 1.0 management analyst I/II, and 1.0 FTE administrative assistant.

**Sustainability staff capacity for climate action plan implementation - \$0.15 million, 1.0 FTE**

With the adoption of the Climate Action Plan's implementation recommendations by City Council on April 27, the City Manager realigned staff assignments to provide sufficient resources to achieve milestones on CAP No. 1. Additional staff capacity is needed to support City Council direction on CAP No. 5 to eliminate the use of fossil fuels from municipal operations at equipment and machinery end-of-life unless infeasible, including city contractors. The added resource can assist with other CAP projects under the direction of the sustainability manager and provide support to other departments in their work on CAP implementation.

**Tier 2 service level enhancements**

Tier 2 service level enhancements include proposals to restore some positions eliminated through the fiscal year 2020-21 budget in a new way that is responsive to feedback received from City Council, members of the public, and city staff providing services to the community. Tier 2 service level enhancements are not in the proposed budget. The costs related to personnel are presented as the fully

burdened costs of employing additional staff, inclusive of direct wages, retirement and health insurance benefits, and other assorted fringe benefits including other insurances and taxes.

**Community-oriented civilian public safety personnel - \$0.20 million, 2.0 FTE**

*2.0 FTE community service officer* - The police department requests the restoration of two full-time Community Service Officers (CSOs) assigned to patrol division that were eliminated in the fiscal year 2020-21 budget. The primary duties of CSOs are to provide in-person police services that do not require the presence of a sworn, armed police officer. This provides a more community-oriented and neutral police presence in situations where peacekeeping efforts or arrests are not required. Additionally, Menlo Park's CSOs have served as experts in Crime Prevention Through Environmental Design (CPTED) and complex evidence collection tasks such as digital evidence, DNA swabs and fingerprint dusting. CSOs are also important in community engagement opportunities such as National Night Out and assisting the department in processing of Online Police Reports (another strategy to maximize critical crime information through a manner that does not require sworn police response). CSOs provide an opportunity to stay engaged with the community in a manner that provides an expert presence in the field without the appearance of over-policing, while assisting the public safety mission and keeping sworn personnel available for any needed peacekeeping or urgent safety-related response.

**Enhanced police record-keeping, data collection, and quality assurance - \$0.10 million, 1.0 FTE**

*1.0 FTE police records specialist* - The requested position reestablishes one full-time records position that was eliminated in the fiscal year 2020-21 budget. The addition adequately staffs the department to successfully meet the needs of the community while continuing to undertake the volume of business observed before the onset of the pandemic. Statewide, the movement of offense classifications from the Uniform Crime Reporting standard to the California Incident-Based Reporting System (CIBRS, in compliance with the National NIBRS) quadruples the number of individual offense classifications representing a significant labor impact. Additionally, enhanced police record-keeping for data collection and quality assurance will be required to the mandated Racial Identity Profiling Act (RIPA). The department has begun the steps needed to record and coordinate this new increased reportable information in anticipation of mandated reporting beginning in 2022. An immediate need is anticipated to cover for upcoming staff leave that will create a significant service gap, and ongoing needs related to enhanced public transparency in the future vision of department's community engagement commitment. This addition would also improve the department's response to public administrative and California Public Records Act (CPRA) requests.

**Long-term traffic solutions to decrease the frequency and severity of collisions through traffic enforcement - \$0.31 million, 2.0 FTE**

*2.0 FTE police officers* - The department requests partial restoration of a dedicated traffic unit cut through the fiscal year 2020-21 budget process. A traffic unit's objective is to support long-term traffic solutions resulting in the education and increased safety of the traveling public. While traffic enforcement itself can be accomplished by any officer, specific attention to collision factors that impact our vulnerable community such as bicycle and pedestrian-related collisions require specific enforcement and education plans as well as dedicated collaboration with other city departments to address the comprehensive education, enforcement, and engineering dimensions required for improvement. The most recent published Office of Traffic Safety (OTS) data shows Menlo Park well below average safety compared to similar cities in bicycle and pedestrian collisions, speed-related collisions, fatal collisions, and hit-and-run collisions. The pre-pandemic traffic unit consisted of four employees including one sergeant, one corporal and two traffic officers. The team was eliminated in the fiscal year 2020-21 budget. The department would like to reestablish a condensed traffic unit by expanding patrol by two full-time employees, allowing two tenured officers to enter into a traffic specialty position. The goal of this personnel addition is to resume seeking out long-term traffic solutions that decrease the frequency and severity of collisions, address the needs of the community, including school zone enforcement, and support the safety of the traveling public. These officers will provide public education on bicycle and pedestrian safety, maintain a direct link to engineering staff, conduct specific enforcement related to high-risk collision factors, and partner with neighboring agencies to bring high-impact enforcement to the most impacted areas of the City.

**Restoration of library and community services programs and services eliminated due to pandemic - \$0.75 million, 7.0 FTE**

The recommended positions provides limited capacity to restore library and community services department programs and services eliminated due to the pandemic.

*1.0 FTE librarian I/II* - This request will restore capacity to coordinate early childhood literacy services including story times; library book and media collection development for children; school partnerships and joint-use school/public library coordination (Belle Haven Branch); access to library services for children with special needs; and functional supervision and coordination of front line personnel and volunteers.

*1.0 FTE library and community services manager* - City staff identified a need to bolster management and supervisory resources provided to the childcare program to properly resource the programs with dedicated site supervisors and an unrepresented management level employee to provide the support necessary to run a successful childcare operation serving over 140 children and youth. At their April 13 meeting, City Council authorized the creation of site supervisors, and City staff anticipates hiring those individuals in summer 2021. The site supervisors provide the leadership and program management at the site locations consistent with State licensing requirements. City Council deferred action on the management level position pending the budget. The management level position continues to be a need to support site supervisors, help to guide the program's toward their core mission, and explore opportunities, partnerships, and added resources that would benefit program participants. The library and community services manager is an unrepresented management position and elevates childcare in the city organization to reflect the priority City Council has placed on childcare.

*4.0 FTE program assistant* - The requested staffing level restores personnel capacity to operate the nutrition/ meal program for older adults; City-run indoor youth and adult sports leagues; weekend and weekday evening recreation center programming; weekend and evening operating hours at Belle Haven Branch Library and Main Library; adaptive programming for children and older adults who have disabilities or other special needs; and related administrative and programmatic support tasks. Two 1.0 FTEs and four 0.50 FTEs.

*1.0 FTE senior program assistant* - The senior program assistant restores team capacity to organize large-scale community events such as block parties and festivals; cultural, educational, literary, arts and entertainment programs; special event permits; Performing Arts Center and its grants; community engagement and outreach.

**Tier 3 service level enhancements**

Tier 3 service level enhancements include proposals to improve customer service through the addition of staff in targeted areas including support to make better use of technologies. Tier 3 service level enhancements are not in the proposed budget. The costs related to personnel are presented as the fully burdened costs of employing additional staff, inclusive of direct wages, retirement and health insurance benefits, and other assorted fringe benefits including other insurances and taxes.

**Enterprise systems optimization - \$0.37 million, 3.0 FTE**

The City's information technology division provides network and device access and support to all city employees. The increased reliance of new enterprise systems has struggled due to insufficient resourcing of dedicated staff in the nearly every area.

*2.0 FTE enterprise applications support specialist (land management and financials)* - The City's implementation of the information technology master plan positioned the City well for greater reliance on technology to facilitate continuity of services during the pandemic. As staff migrates from legacy to new technologies, department-specific business systems require a unique skill set to manage the department's evolving needs. For example, recent policy and process changes such as the heritage tree ordinance, reach codes, and Climate Action Plan have all necessitated adaptations to the land

management system. For these projects and more, a dedicated database administrator for the land management software will resource the needed database update or modifications. In administrative services, the migration to a new financial accounting, budgeting, and reporting system similarly require a dedicated resource to support the system's customers. Additionally, the enterprise application support specialists will focus on data integrity and report writing, and coordination with geographic information systems to optimize the utility of the new systems. Additionally, these positions will work with the information technology division to manage business systems' support contracts, upgrades, feature roll-outs, and security.

*1.0 FTE information technology specialist* - The library and community services department lost its dedicated information technology support as a result of budget cuts impacting the department's capacity to support, deploy, configure, maintain, and operate essential technology systems including the library enterprise technology platform and automated materials handling system; recreation registration technology platform; public access computers and wifi, and videoconferencing for remote and hybrid community meetings and work.

#### **Financial management organizational resiliency - \$0.36 million, 2.0 FTE**

The City's administrative services team is strong and has accomplished several major initiatives over the past two years. While strong, the team is vulnerable to loss of institutional knowledge resulting from attrition. The team lost 2.5 FTEs in the fiscal year 2020-21 budget.

*1.0 FTE finance and budget manager* - The fiscal year 2020-21 budget eliminated the administrative services director position and reassigned duties to existing staff. The finance and budget manager upgraded to serve as assistant administrative services director, and the incumbent assumed oversight of the information technology and finance divisions. The dual role of the assistant administrative services director significantly reduced capacity for important projects such as mentoring and developing the finance team and taking the leadership and management initiative to standardize updated payroll, budgeting, and accounting processes implemented in recent years. In addition, the Finance and Budget Manager would provide the expertise to execute planned upgrades to City financial practices, including enhancements to the budget document and financial statements, additional reporting as requested by the City Council and community, and pursue further value-added process improvements.

*1.0 FTE management analyst II* - The addition of 1.0 FTE Management Analyst II will restore a provisional position that expired on June 30, 2020 and help with supervision of payroll processing, treasury, and revenue management, including oversight of transient occupancy tax collections, cash receipts, and utility users' tax collections. In addition, the Management Analyst II will provide support to the Finance and Audit Committee as a liaison and support departments with budget-to-actual reporting.

#### **Tier 4 service level enhancements**

Tier 4 service level enhancements include non-personnel proposals responsive to inquiries from City Councilmembers and members of the public. Tier 4 service level enhancements are not in the proposed budget.

#### **Budgeting for lower than anticipated investment returns by CalPERS - \$1.46 million to \$2.95 million**

During budget planning in the spring of 2021, the City Council directed the incorporation of a more conservative approach to full pension funding. In prior years, the City used an accelerated pension payment schedule to reduce the unfunded liability and therefore the amount of interest paid. For fiscal year 2021-22, the City Council directed staff to use an alternate method, assuming a discount rate lower than the California Public Employee Retirement System (CalPERS) assumption of 7.0 percent. Using a discount rate assumption of 6.5 percent would increase unfunded liability requirements by \$1,463,943 across all plans, while a discount rate of 6.0 percent would increase unfunded liability requirements by an additional \$1,488,146. An available resource for consideration is the Strategic Pension Funding reserve, currently estimated to be \$3.91 million at the start of fiscal year 2021-22.

**Gymnastics program delivery options - \$0.03 million**

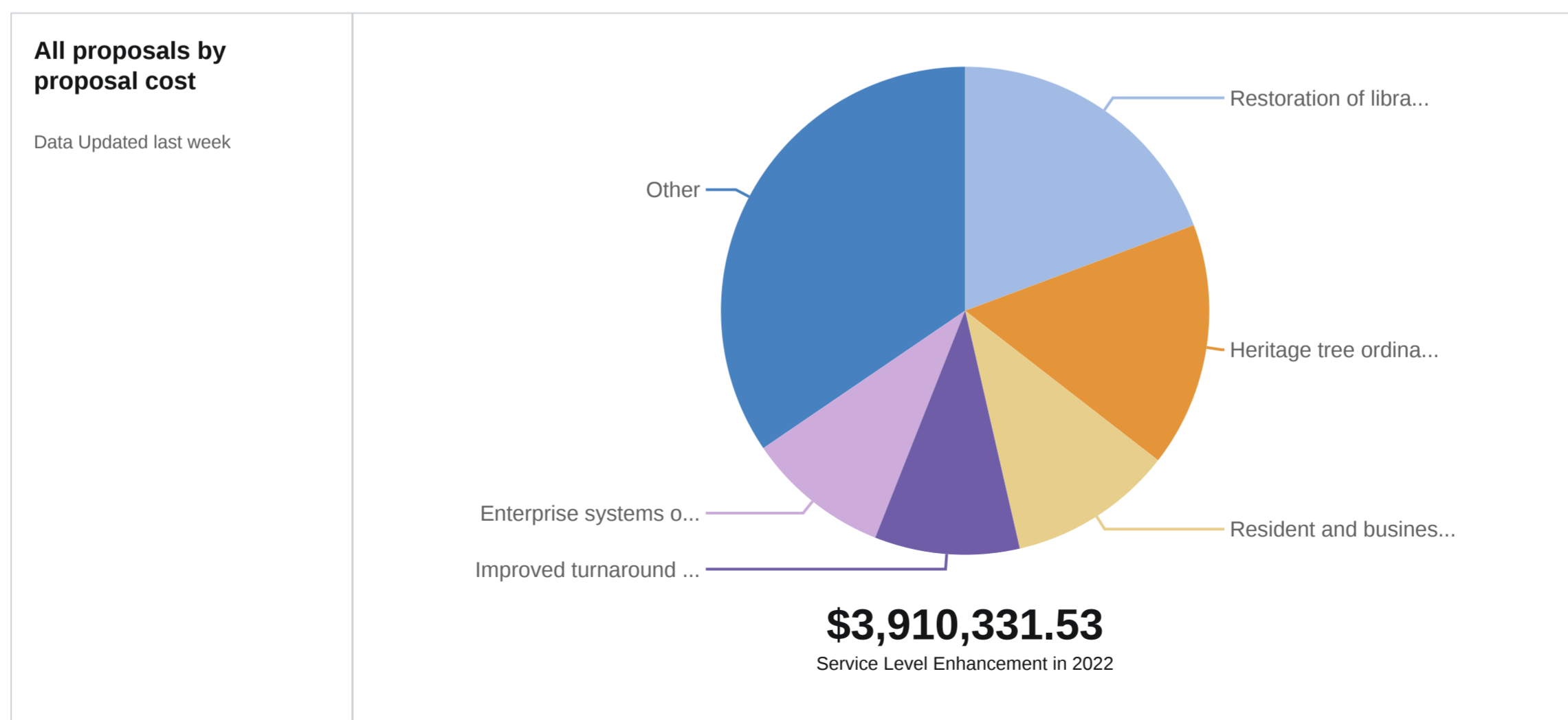
Due to the infeasibility of safely delivering this service during the COVID-19 pandemic and economic downturn, City Council suspended the gymnastics program operations in the fiscal year 2020-21 operating budget. Direction from City Council is needed regarding the desired service delivery model for this program going forward. To support decision-making about the desired service delivery model and to provide City Council with up-to-date information and analysis for comparative purposes, staff recommends a process to seek qualifications and/or proposals from qualified third-party gymnastics operators. A budget of \$35,000 allows staff to backfill in-house staff or retain a consultant to issue the requests for qualifications/proposals, collect and analyze the information submitted, and formulate data-driven recommendations for City Council review by October 2021.

**Restoration of holiday lighting at City parks - \$0.09 million**

Since 2013, the City has used a contractor to install holiday lights during the holiday season. The first installation was on the 80-foot Douglas fir tree in Fremont Park for the holiday tree lighting event. The scope of the event, in collaboration with the Menlo Park Chamber of Commerce, has expanded since 2013 to include carolers, a movie showing, an appearance by Santa Claus, and a reading of “A Christmas Carol.” In 2014, the scope for holiday lighting expanded to include additional lights in Fremont Park. Since 2014, the scope has grown to include additional locations throughout the City, including downtown, the clock tower at the Caltrain station, trees at the corner of El Camino Real and Ravenswood Avenue, and two trees at the Onetta Harris Community Center. In 2019, the lighting scope was reduced to decrease the cost of the program, focusing lighting on Fremont Park, Onetta Harris Community Center, and the corner of El Camino Real and Ravenswood Avenue. In 2020, due to the pandemic, the budget for this service was further reduced to light only the tree at Fremont Park. This proposal would restore holiday lighting to the level in 2019, with a proposed budget of \$90,000.

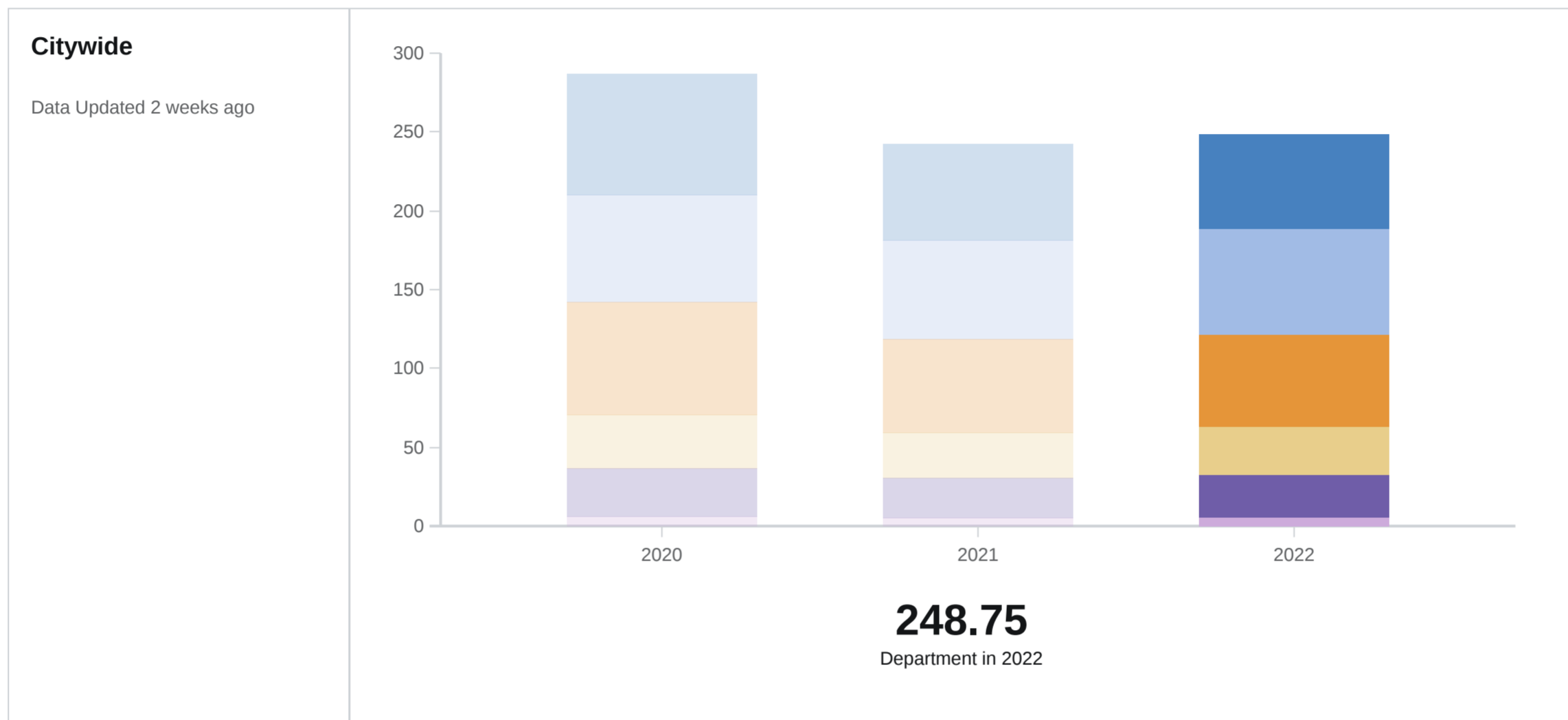
**Restoration of Safe Routes to School services - \$0.05 million**

The Public Works department requests to restore safe routes to school activities suspended due to the pandemic including the consulting services budget for the Safe Routes to School program from the reduced amount of \$45,000 to \$90,000 per year. Tasks include continuation of advisory committee including representatives from various schools, community groups, adjacent cities and other stakeholders; preparing community engagement materials to promote the program; assisting with grant writing; planning safety demonstration and biking/walking themed events; developing an educational curriculum and other educational materials. Also restoring the bicycle safety program activities budget of \$10,000 for public engagement material. This enhancement totals \$55,000 in fiscal year 2021-22.



## Authorized staffing levels

The chart below compares authorized staffing levels, expressed as full-time equivalent (FTE) employees as of budget adoption for fiscal years 2019-20, 2020-21, and the proposed 2021-22 budget. Notable changes include the re-authorization of two planning positions in the Community Development Department and two positions in the Library and Community Services Department as well as several reassignments between departments during fiscal year 2020-21. Finally, the proposed budget includes the addition of 0.5 FTE Senior Civil Engineer and conversion from provisional to regular status to support the Menlo Park Community Campus and emergency water supply projects. Click the link in the lower right of the graph below to explore staffing levels by department, division, and position title.



## Revenue and expenditure summaries

The City utilizes fund accounting, separating available resources and expenditures according to their intended use. Charts below present the City Manager's proposed budget for fiscal year 2021-22 in two levels, All Funds, and General Fund.

### All Funds

This presentation discusses revenues available and proposed expenditures across all funds, including operating, capital, and special revenue funds with prior year actuals and budgeted expenditures displayed. Users are able to click a report to see a variety of report presentations and drill down to lower levels of planned revenues or expenditures.

### General Fund

The largest and most active of the City's funds, the General Fund represents the most discretionary of the City's available revenues and expenditures. Available for a wide variety of uses from recreation classes to public safety and funded by sources ranging from property taxes to franchise fees, the General Fund spending plan represents many of the City's priorities outside capital investment.

### Navigation

The charts presented below are available to view embedded in this page or available through the City's transparency portal. To view the reports on the transparency page, follow the link in the title of each report.

# All Funds Revenue

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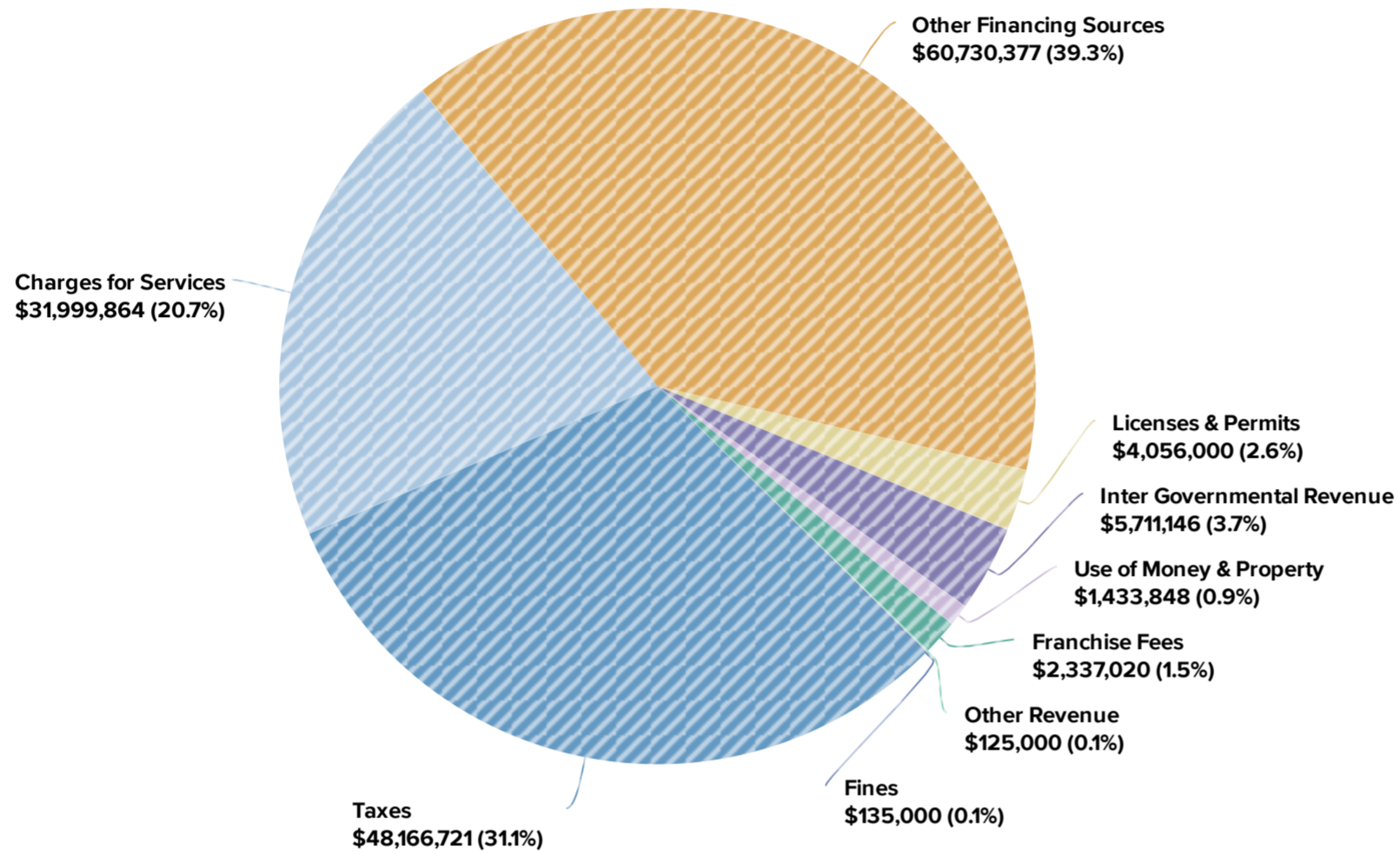
Broken down by  
**Revenues**

Visualization



Sort Large to Small ▾

- Taxes
- Charges for Services
- Other Financing Sources
- Licenses & Permits
- Inter Governmental Revenue
- Use of Money & Property
- Franchise Fees
- Other Revenue
- Fines



Updated On 10 May, 2021

← Back History ▾ Reset

Broken down by

## Revenues

### Data

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Amended budget	2020-21 Estimated Actuals
▶ Taxes	\$ 46,261,525	\$ 57,687,959	\$ 55,969,274	\$ 54,109,296	\$ 46,553,439	\$ 43,981,192
▶ Charges for Services	41,731,692	65,975,060	43,046,056	43,469,197	35,704,307	25,681,713
▶ Other Financing Sources	7,684,067	5,691,668	10,805,624	22,221,234	62,636,013	11,949,142
▶ Licenses & Permits	12,680,206	17,428,485	5,681,633	4,503,192	4,318,500	3,793,000
▶ Inter Governmental Revenue	5,540,561	3,848,965	2,998,379	3,992,823	3,815,125	4,447,768
▶ Use of Money & Property	5,421,504	6,500,705	4,594,447	6,494,191	1,429,624	1,550,554
▶ Franchise Fees	2,087,766	2,216,436	2,284,919	2,304,439	2,088,141	2,269,477
▶ Other Revenue	966,570	526,150	602,713	745,955	9,844,200	0
▶ Fines	1,933,843	3,151,236	1,440,003	709,141	142,000	268,644
<b>Total</b>	<b>\$ 124,307,733</b>	<b>\$ 163,026,663</b>	<b>\$ 127,423,049</b>	<b>\$ 138,549,469</b>	<b>\$ 166,531,348</b>	<b>\$ 93,941,490</b>



# All Funds Expenditures

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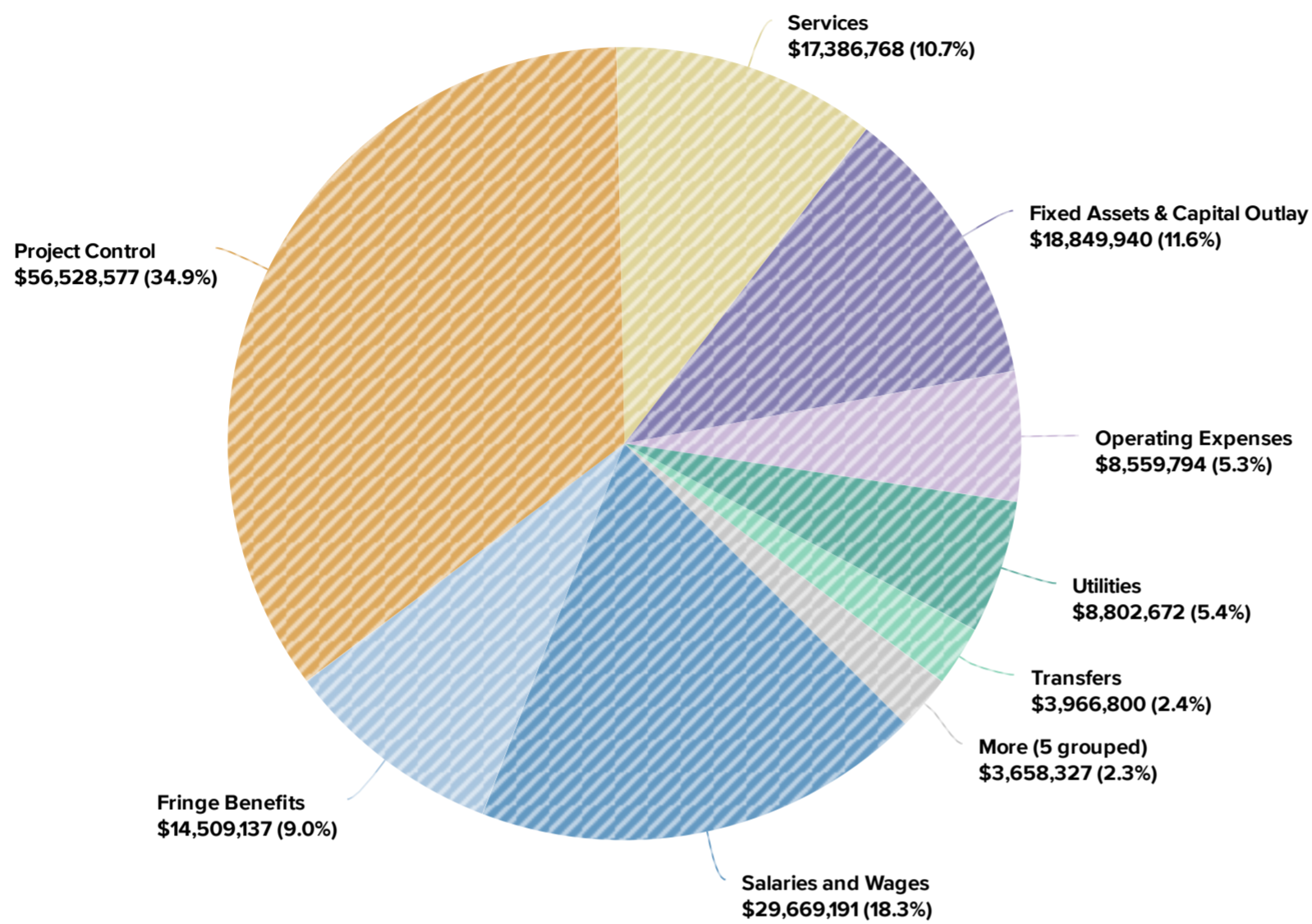
Broken down by  
**Expenses**

Visualization



Sort Large to Small ▾

- Salaries and Wages
- Fringe Benefits
- Project Control
- Services
- Fixed Assets & Capital Outlay
- Operating Expenses
- Utilities
- Transfers
- More (5 grouped)



2021-22 Proposed



Updated On 10 May, 2021

← Back History ▾ Reset

Broken down by

## Expenses

### Data

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Amended budget	2020-21 Estimated actuals
▶ Salaries and Wages	\$ 27,370,237	\$ 28,253,275	\$ 30,318,328	\$ 31,931,651	\$ 29,551,973	\$ 23,983,486
▶ Fringe Benefits	13,276,090	13,930,758	15,904,361	17,419,018	14,759,224	16,455,633
▶ Project Control	-1,657,546	-1,604,495	-972,722	-3,424,702	55,511,197	29,000
▶ Services	10,083,317	11,426,411	12,092,002	13,002,049	12,401,890	9,409,811
▶ Fixed Assets & Capital Outlay	7,616,766	8,514,528	4,468,692	13,072,088	30,791,425	520,970
▶ Operating Expenses	8,949,263	10,673,231	11,281,162	12,823,952	12,024,099	5,137,567
▶ Utilities	7,093,988	8,211,220	8,408,935	8,572,055	8,657,986	8,533,343
▶ Transfers	7,673,392	5,612,101	10,791,211	11,693,455	5,334,900	9,076,376
▶ Debt Service	2,914,245	3,043,538	2,706,235	12,655,156	1,130,463	1,128,913
▶ Special Projects Expenditures	2,417,056	1,958,764	2,415,781	2,221,245	1,155,777	297,700
▶ Repairs & Maintenance	1,038,232	1,081,694	986,608	1,212,177	2,243,620	1,086,710

# General Fund Revenue

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Broken down by

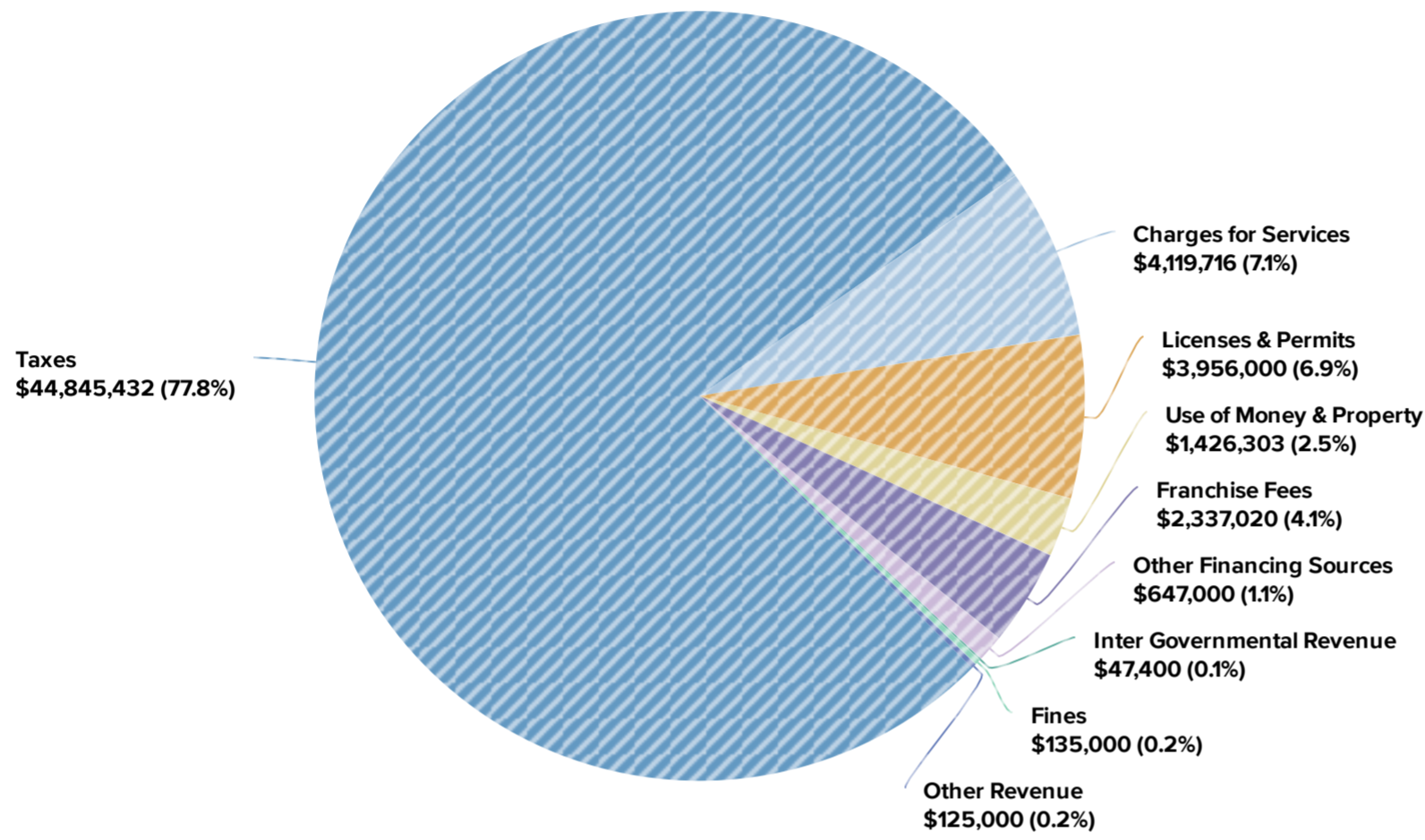
Revenues ▾ General Fund

Visualization



Sort Large to Small ▾

- Taxes
- Charges for Services
- Licenses & Permits
- Use of Money & Property
- Franchise Fees
- Other Financing Sources
- Inter Governmental Revenue
- Fines
- Other Revenue



Updated On 10 May, 2021

← Back History ▾ Reset

Broken down by

**Revenues** ▾ General Fund

**Data**

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Amended budget	2020-21 Estimated Actuals	2
▶ Taxes	\$ 35,949,652	\$ 47,502,115	\$ 45,411,449	\$ 43,497,627	\$ 41,564,387	\$ 40,793,734	
▶ Charges for Services	11,682,612	12,319,546	12,526,876	10,317,674	8,815,033	2,603,119	
▶ Licenses & Permits	12,242,281	17,025,498	5,233,753	4,116,682	3,953,500	3,793,000	
▶ Use of Money & Property	4,105,816	4,136,303	1,606,573	2,485,983	1,076,064	1,471,654	
▶ Franchise Fees	2,001,106	2,121,386	2,181,173	2,203,963	2,088,141	2,269,477	
▶ Other Financing Sources	483,563	499,928	520,996	842,237	2,169,416	3,241,466	
▶ Inter Governmental Revenue	1,508,354	1,656,596	1,506,071	1,571,831	1,479,525	487,674	
▶ Fines	1,933,843	3,151,236	1,440,003	709,141	142,000	268,644	
▶ Other Revenue	328,079	136,073	288,666	77,622	44,200	0	
<b>Total</b>	<b>\$ 70,235,305</b>	<b>\$ 88,548,680</b>	<b>\$ 70,715,560</b>	<b>\$ 65,822,760</b>	<b>\$ 61,332,265</b>	<b>\$ 54,928,768</b>	

# General Fund Expenditures

Updated On 10 May, 2021

← Back History ▾ Reset

Broken down by

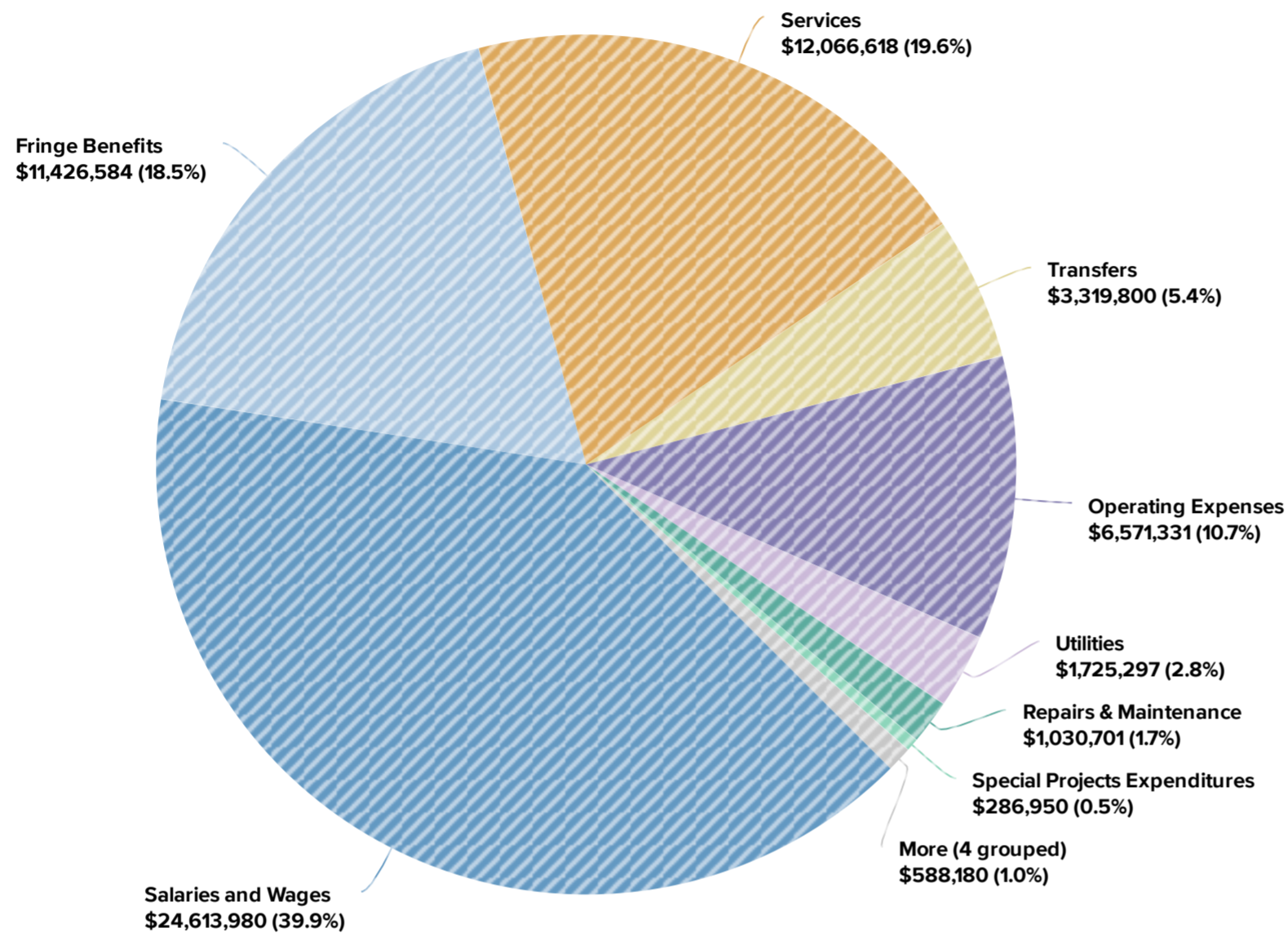
Expenses General Fund

Visualization



Sort Large to Small ▾

- Salaries and Wages
- Fringe Benefits
- Services
- Transfers
- Operating Expenses
- Utilities
- Repairs & Maintenance
- Special Projects Expenditur...
- More (4 grouped)



2021-22 Proposed



Updated On 10 May, 2021

← Back History ▾ Reset

Broken down by

**Expenses** ▾ General Fund

Data

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Amended budget	2020-21 Estimated actuals
▶ Salaries and Wages	\$ 23,393,664	\$ 24,610,777	\$ 26,522,884	\$ 27,550,861	\$ 25,073,211	\$ 21,145,173
▶ Fringe Benefits	10,922,264	11,576,869	12,738,735	14,357,565	12,595,542	13,927,912
▶ Services	4,799,936	6,506,417	7,374,616	6,695,510	7,263,315	5,848,954
▶ Transfers	4,656,912	5,100,770	8,310,796	7,437,863	4,767,400	8,442,676
▶ Operating Expenses	5,294,188	6,536,772	7,298,645	7,230,808	6,740,652	2,318,356
▶ Utilities	1,434,787	1,568,521	1,664,419	1,725,328	1,709,151	1,531,643
▶ Repairs & Maintenance	759,415	787,961	737,990	894,657	1,067,320	727,940
▶ Special Projects Expenditures	208,578	268,999	320,638	353,142	625,690	282,500
▶ Fixed Assets & Capital Outlay	135,601	321,338	192,561	351,151	266,360	61,970
▶ Rental of land and buildings	115,813	67,518	70,691	100,808	147,900	55,503
▶ Travel	136,162	125,803	141,053	62,362	57,418	15,442

- [Return to cover/acknowledgements](#)



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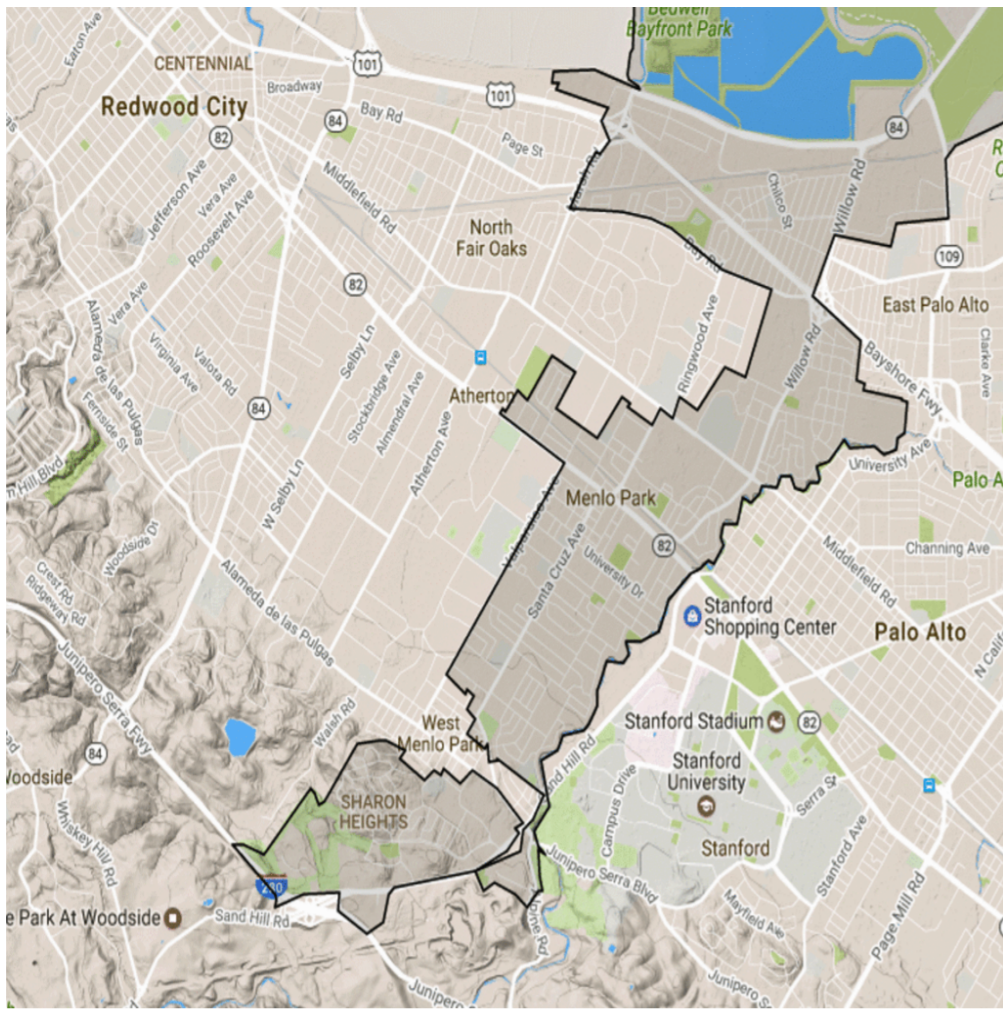
# City Overview

## The Community

Menlo Park is a city of beautiful, tree-lined neighborhoods and active commercial districts. Located conveniently between the major metropolitan areas of San Francisco and San Jose, Menlo Park is home to a little over 32,000 residents in its 19 square miles. The stunning natural surroundings of the city afford views of the San Francisco Bay to the east and the Pacific Coastal Range to the west. Menlo Park's climate is moderate to warm, with an average of 265 sunny days a year.

Menlo Park's residents reflect a range of backgrounds and interests who tend to be well educated and actively engaged in community life. Excellent public and private schools serve its many young families, while residents of all ages enjoy the City's numerous parks and recreational facilities. The city's close proximity to Stanford University and Menlo College provide a multitude of academic, cultural and athletic event opportunities. The arts and leisure activities of the major urban areas of San Francisco and San Jose are close by. These and many other amenities contribute to Menlo Park's outstanding quality of life.





## Location

Located in the heart of Menlo Park is a downtown featuring unique and upscale shops and restaurants. Set in a pleasant, pedestrian-oriented atmosphere, Menlo Park's downtown area attracts locals and visitors alike. Known worldwide as the "Capital of Venture Capital," Menlo Park is well situated to benefit from and help shape new technologies and markets originating from the Silicon Valley. The city hosts such major employers as SRI International, Facebook, Pacific Biosciences, E\*TRADE Financial Corporation and CS Bio Co.

## City Council

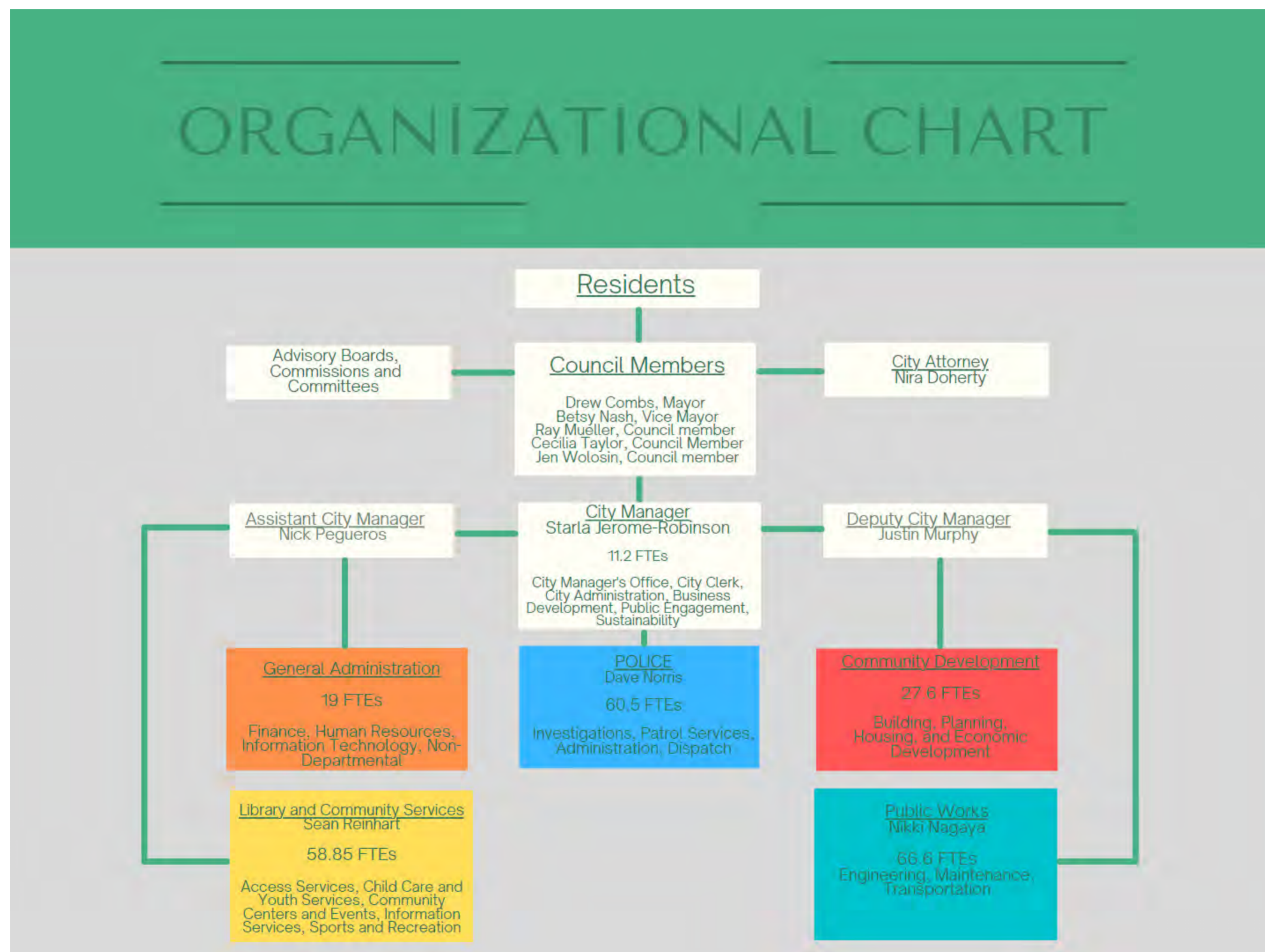
The City Council is the City's five-member governing body whose members are elected for overlapping four-year terms. Effective November 2018, the City began the transition from at-large elections to by-district elections. Three of the five councilmembers were elected at-large in November 2018 to four-year terms expiring in 2022. The transition to by-district elections was completed in November 2020 with the final two councilmembers elected to four-year terms expiring in 2024. The City Council selects from among its members, the Mayor and Vice Mayor to one-year terms at its first meeting in December of each year. The Mayor, who represents the City of Menlo Park, serves as the presiding officer of the City Council and signs enacting ordinances and contracts. The Menlo Park City Council meetings are generally second and fourth Tuesdays at 7 p.m. at the City Council Chambers located at 701 Laurel Street. In response to public health official social distancing orders in response to the COVID-19 pandemic, City Council meetings are temporarily held virtually. Meeting agendas, minutes, and connection information for virtual meetings are available from the City's [website](#). Menlo Park's City Councilmembers serve part-time, retaining their positions in private industry, personal enterprise, business or the professions.





# City Government

Menlo Park is a General Law City under the State of California, and operates under the council-manager form of government. The City Council appoints the city manager and city attorney as well as members of a variety of commissions and committees. The City is organized into operating departments, including General Administration, Community Development, Library and Community Services, Police, and Public Works. In addition to its many attributes, Menlo Park has one of the most beautiful civic center campuses in the Bay Area. Lush landscaping, including heritage trees, a running fountain and a duck pond, surround the City Hall. The campus also includes a nine-acre park, recreation facilities and the main library. These civic amenities make the campus a noted destination for residents, local employees and visitors. Conveniently located, the campus is a short walk to the Menlo Park Caltrain Station and Menlo Park's downtown retail district. The City's website, [menlopark.org](http://menlopark.org), is the source for information about services, programs, projects, events, meetings, policies, employment and volunteer opportunities.



# Budget Process

## Annual Budget Calendar

Like any complex organization with an annual budget of over \$120 million, the process to develop and produce the budget is continuous throughout the fiscal year, which runs from July 1 to June 30. The conditions presented for the pandemic event of 2020 and beyond have necessitated modified approaches to budget development, but a typical budget development cycle follows this schedule:

### July through September

- Departments report on performance from prior fiscal year
- Encumbrances and project carryovers incorporated into budget
- Scoping meetings for the five-year Capital Improvement Plan (CIP)

### October through December

- Five-year CIP drafted and prioritized
- Operating budget schedule developed

### January through March

- Budget schedule, directions, and budget guidance provided to departments
- Annual City Council Work Plan Session
- Annual midyear financial report presented to City Council
- Department operating budgets drafted and reviewed with City Manager

### April through June

- Revenue projections finalized
- Ten-year forecast developed
- Annual budget workshop/study session
- Public hearing on budget and five-year Capital Improvement Plan
- Budget adoption

## FISCAL YEAR 2021–22 BUDGET PREPARATION PROCESS

The fiscal year 2021–22 budget marks the eighth year of the City’s department-based budget structure and document and the second year of an online-first presentation. Before fiscal year 2014–15, the City budgeted by program and service as opposed to department and division. The program/service budget structure allocates resources to specific services provided by the City, which ideally allows users of the budget to understand what services the City provides and how much it spends on them. While this can be a great way to present budget information, from a practical perspective, it made the City’s budget difficult to understand. With 30 distinct programs and over 110 services, the fiscal year 2013–14 budget was so finely parsed that the answers to typical budget-related questions such as “How much does it cost to run the Police Department?” or “How many employees are there in Public Works?” were very difficult to provide. Further, the number of programs and services made budget management difficult and time-consuming, taking time away from other tasks.

With the introduction of the City's new budget development software, both the department-based and program-based budgets are available for inquiry and review by members of the community. The dynamic online reports created as part of the budget preparation process allow users to filter by a number of categories including departments, programs, projects, and type of revenue and/or expenditure. Additionally, users may drill down in these reports to the object-level of budgeting and accounting, so users may view any level of detail or aggregated budget.

The development of the fiscal year 2021–22 operating budget began in February with departments updating revenue and expenditure estimates for the current year, as well as developing next year’s

budget proposals. The substantial changes to services offered in fiscal year 2020-21, combined with the desire expressed by the City Council to have a holistic view of potential budget changes results in a proposed budget which is largely a carryover budget but with a wide range of potential changes as directed by a majority of the City Council during the budget consideration and adoption process.

## BUDGET POLICIES & PRACTICES



### **Budget management and appropriations control**

The City Manager has responsibility for management of the overall City budget and maintenance of appropriations control. The City Manager is authorized to transfer budgetary amounts within a single fund; however, any revisions altering the total expenditures of any fund must be approved by the City Council. Appropriations, which become effective each July 1, lapse at the end of the fiscal year, with the exception of appropriations for capital improvement projects. Due to the nature of these projects, which often span multiple fiscal years, unexpended capital improvement project funds are automatically carried forward to the following fiscal year as part of the project budget and do not require re-appropriation by the City Council.

### **Fund accounting**

The City's financial information is organized by fund, with each fund being a separate and distinct entity. There are three types of funds: governmental, proprietary and fiduciary. The General Fund, which is a governmental fund, is the City's main fund that accounts for the vast majority of the City's operations, including but not limited to: police services, recreation, planning, building inspection, library, engineering, parks maintenance, street maintenance and general administration. Other types of governmental funds include special revenue funds and capital projects funds, which, unlike the General Fund, account for specific revenues and are used for specific purposes. Proprietary funds are used to account for the City's activities that are financed and operated in a manner similar to

### **Basis of budgeting**

Basis of budgeting refers to the method used to recognize revenues and expenditures in the budget, and in Menlo Park, the basis of budgeting is the same as the basis for accounting. For governmental and fiduciary funds, the modified accrual basis is followed. Under the modified accrual basis, revenues are recognized only when they become susceptible to accrual, which means when they become both measurable and available. Revenue is measurable when the amount of the transaction can be determined, and it is available when it is collectible in a manner that allows it to be used to pay for liabilities in the current period. Governments normally define an availability period for revenue recognition, and the City considers revenues related to a particular fiscal year available if they are collected

private business enterprises and include enterprise funds (water capital and operations) and internal services. The City's fiduciary funds are agency funds that are used to account for certain assets held on behalf of others, and the City's role in these funds is strictly custodial in nature. The City does not budget its fiduciary funds. More information on the City's various funds will be available in the Budget Summary and Discussion section of this document later in summer 2021.

within 60 days after that fiscal year's end. Sixty days is a common revenue recognition period. Expenditures are typically recorded when the liability is incurred, with the exception of debt service expenditures. Debt service expenditures are recorded when payment is due.

The accrual basis is used for the proprietary funds, which includes the enterprise funds and the internal service funds. Under the accrual basis, revenues are recognized when they are earned, and expenses are recognized when the related liability is incurred.

## Budget navigation

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- [Go back to the City Manager's transmittal letter](#)
- [Continue to General fund revenue discussion](#)



[menlopark.org](http://menlopark.org)

# General Fund revenue discussion

Revenue discussion for some of the largest categories in the General Fund.

## PROPERTY TAXES

As the City's largest revenue source, property taxes are essential to understanding the fiscal health of the City in current and future years. For Menlo Park and the surrounding area, property taxes have proven quite resilient even through the depths of the Great Recession, a trend which will likely take several years to fully evaluate following the COVID-19 pandemic. This resiliency is attributed to location, land use decisions, significant investment in real estate improvements, and turnover in the housing stock to yield new base year assessed valuations in accordance with State law which caps the base property tax rate at 1 percent of base year assessed valuation adjusted annually for cost of living not to exceed 2 percent (Proposition 13).

Property tax is comprised of several components with secured property tax, the tax on real property and the structures on that real property, making up the single largest component. Secured property tax revenue is driven primarily by increases in assessed valuation. Unsecured property tax represents the tax on appurtenances such as furniture. Supplemental property tax is the result of reassessing the value of real property when there is a change of ownership or new construction is completed after the official lien date. Documentary transfer tax is a tax imposed on documents exchanged in the transfer of interest in real estate and is based on the value of the real estate. The tax collector administrative fee is budgeted as a contra-revenue, displayed as a negative number, which offsets the net receipts to the City for property taxes.

While there is still substantial uncertainty surrounding the ultimate effects of the COVID-19 pandemic, property taxes are expected to increase by a marginal amount in fiscal year 2021-22. The primary change, in secured property tax, is a result of a potential change to the distribution formula used for excess Educational Revenue Augmentation Fund (excess ERAF) and property tax in lieu of Vehicle License Fees, currently pending evaluation with the County of San Mateo and State of California. Changes in the distribution formulas may reduce the total property tax receipts by up to \$2.36 million in fiscal year 2021-22. Additionally, the City has maintained a policy of budgeting only 50 percent of excess ERAF in recognition that it is considered an endangered revenue source.

Property taxes, shown below, total \$28.05 million for fiscal year 2021-22.

# Exhibit 1.09a Property Taxes

Updated On 10 May, 2021

← Back History ▾ Reset

Broken down by

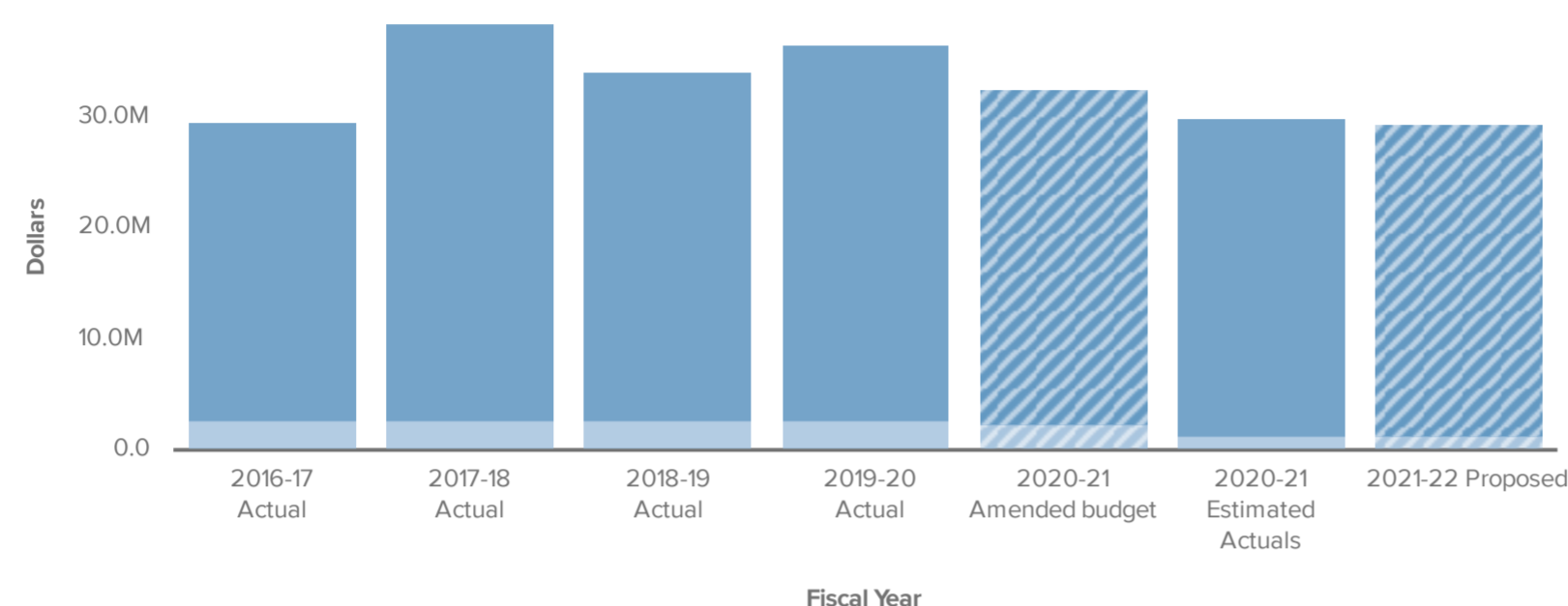
## Special Assessments on Tax Rol



Sort Large to Small ▾

- Property taxes
- Special Assessments on Ta...

### Visualization



## FUTURE OF PROPERTY TAXES

Overall, the outlook for property tax is conservative. The assessed valuation growth under Proposition 13 is expected to fall below the 2 percent cap due to the economic effects of the pandemic. As the pandemic subsides, particularly with the economic effects of the American Rescue Plan Act stimulus package, cost of living adjustments are expected to return to historical levels. It remains to be seen what the effect of increased telework opportunities will have on commercial properties, which could result in a material impairment of assessed valuations if businesses do not return to office work.

### Excess ERAF

When the State of California imposed the Education Revenue Augmentation Fund (ERAF) on cities and special districts across the State in the early 1990s to alleviate the State's funding obligations to local schools, property taxes were diverted from cities to schools. As assessed values in San Mateo County grow, the funds deposited to the County's ERAF exceeds the mandated distribution to schools and are returned to the taxing entities. Excess ERAF revenue had been considered at high risk out of concern that the State might update the school funding formulas to fully utilize the ERAF collections and future legislative changes may remove excess ERAF and re-purpose it elsewhere. To protect against a budget deficit that might result from a loss of excess ERAF revenue, the City continues the practice of budgeting only 50 percent of the prior year's excess ERAF revenue. The City continues to

### Assessed valuation appeals

When owners of a large and complex property appeals their base-year assessed value, the appeal can often take many years to resolve. If the appeal results in a lower Proposition 13 assessed value, the property owner receives a credit for property taxes in excess of the lowered assessment and the loss is apportioned to all cities in the County. In recent years, there have been notable appeals on unsecured property related to aircraft at San Francisco International Airport which have resulted in reductions to Menlo Park's property tax revenue. The County Assessor's staff advised the City in May 2017 that the volume of appeals, the time required to resolve appeals, and insufficient staffing in the Assessor's office to manage the appeals has resulted in a significant backlog in appeal resolutions. One prominent appeal originally filed for the period of 2000 to 2004 was only recently resolved.

closely monitor this revenue source and update budget expectations accordingly.

In addition, the effect of the economic crisis on assessed valuations is unclear at this time and unlikely to be fully known for several years. As a result, property tax collections in future years may be reduced by the timing effect of valuations conducted after tax rolls are finalized.

## TRANSIENT OCCUPANCY TAX

Transient occupancy tax (TOT or hotel tax) is the tax added to hotel guest bills for stays of fewer than 30 days. For fiscal year 2021–22, transient occupancy tax revenue is budgeted at \$8.26 million, up 75 percent from the fiscal year 2020–21 budget. This category of taxes was substantially impacted by the COVID-19 pandemic and the near complete suspension of business and leisure travel starting in March 2020. Using the historical analog of the Great Recession, this category of taxes is expected to rebound quickly as the pandemic subsides. It remains to be seen whether successful telework options will reduce the demand for business travel and continue to hold TOT below its historical high. Staff will continue to closely monitor this revenue source as more information becomes available.



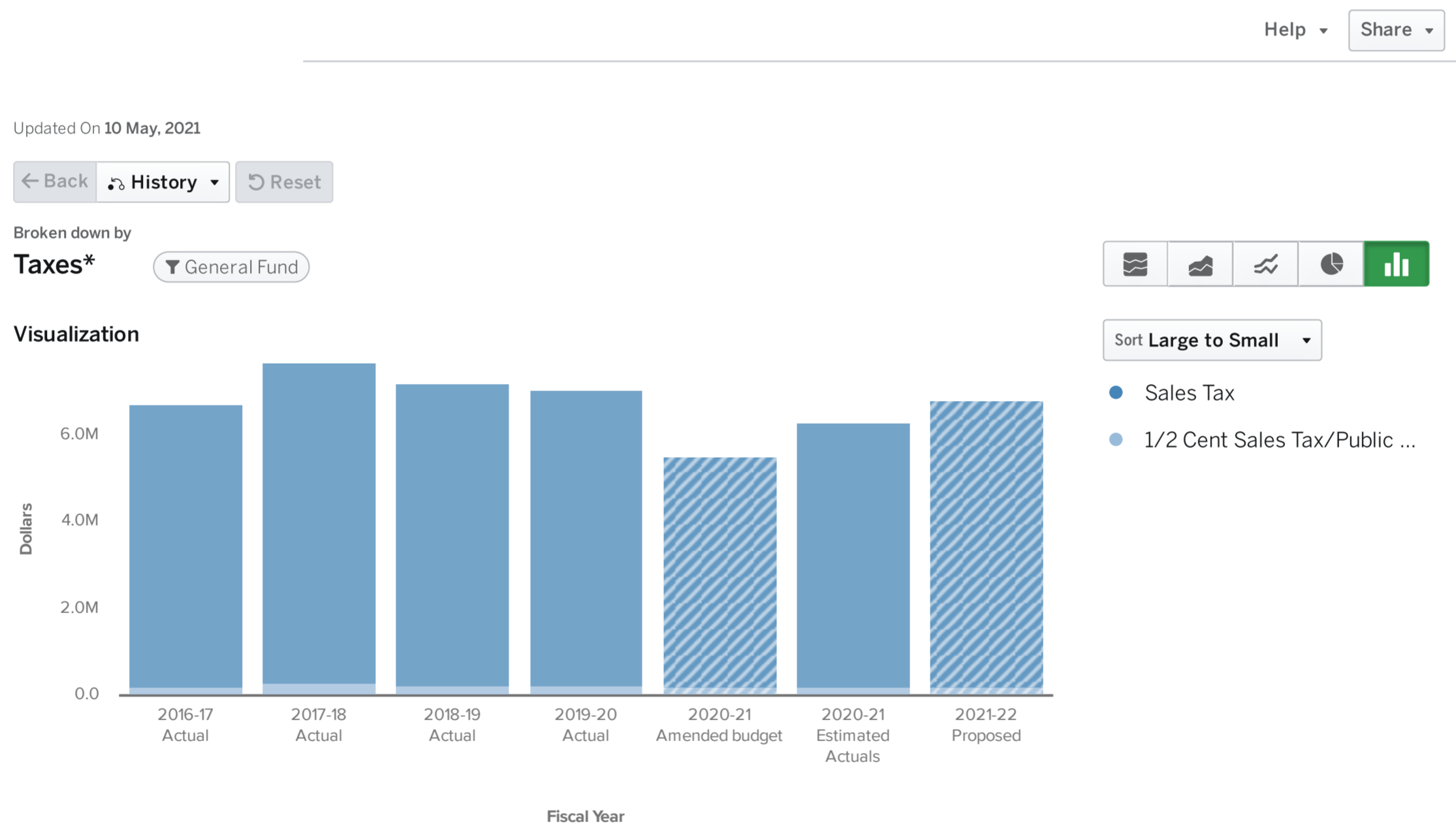
## SALES TAX

Sales tax revenue has been a revenue in decline for the past decade in terms of share of overall revenue even before the shock of the economic crisis which resulted in temporary or permanent closure of many sales tax sources such as restaurants and retail stores. Sales taxes and TOT have traded positions as the second- and third-largest categories of tax revenues in recent years, and the expected return of TOT again moves sales taxes to the third-largest category. The anticipated reduction in sales taxes in fiscal year 2020-21 did not fully materialize, resulting in higher-than-budgeted actual amounts. Given the expectation that sales taxes will return rapidly in part due to pent-up demand, sales taxes in fiscal year 2021-22 are budgeted at \$6.80 million, 8.0 percent above the estimated actuals for fiscal year 2020-21.

Unchanged from previous years, the forecasting process for sales tax is complicated and difficult, due in part to the increasing amount of sales tax received from the County pool. Pooled revenues are expected to continue to be a significant portion of the City’s overall sales tax revenue as e-commerce continues to become a larger part of the economy.

When transactions occur online for sales tax-eligible purchases, the 1 percent share received by cities goes into a County pool for distribution rather than the City where the goods are delivered. For example, if someone shops at the Staples in Menlo Park and purchases a computer, the City receives 1 percent of the sale price in sales tax revenue. If that same person buys that computer via the Staples website, the 1 percent of the sale price, instead, goes to the County pool for distribution to all agencies, as the revenue from online purchases is tracked to the County where the customer is located, rather than to a more precise location due to the lack of detail in the seller’s tax return. The County pool is distributed to each jurisdiction based on its share of total taxable sales. This is an important consideration because a jurisdiction’s share of pooled revenue is directly tied to its proportion of the local 1 percent amount it receives in relation to the other jurisdictions in the County. This effect is likely to be slightly but not fully offset by the increased number of online retailers collecting sales tax following a Supreme Court ruling which went into effect during fiscal year 2019–20 but whose full implications are not yet known.

## Sales Tax Exhibit 1.11



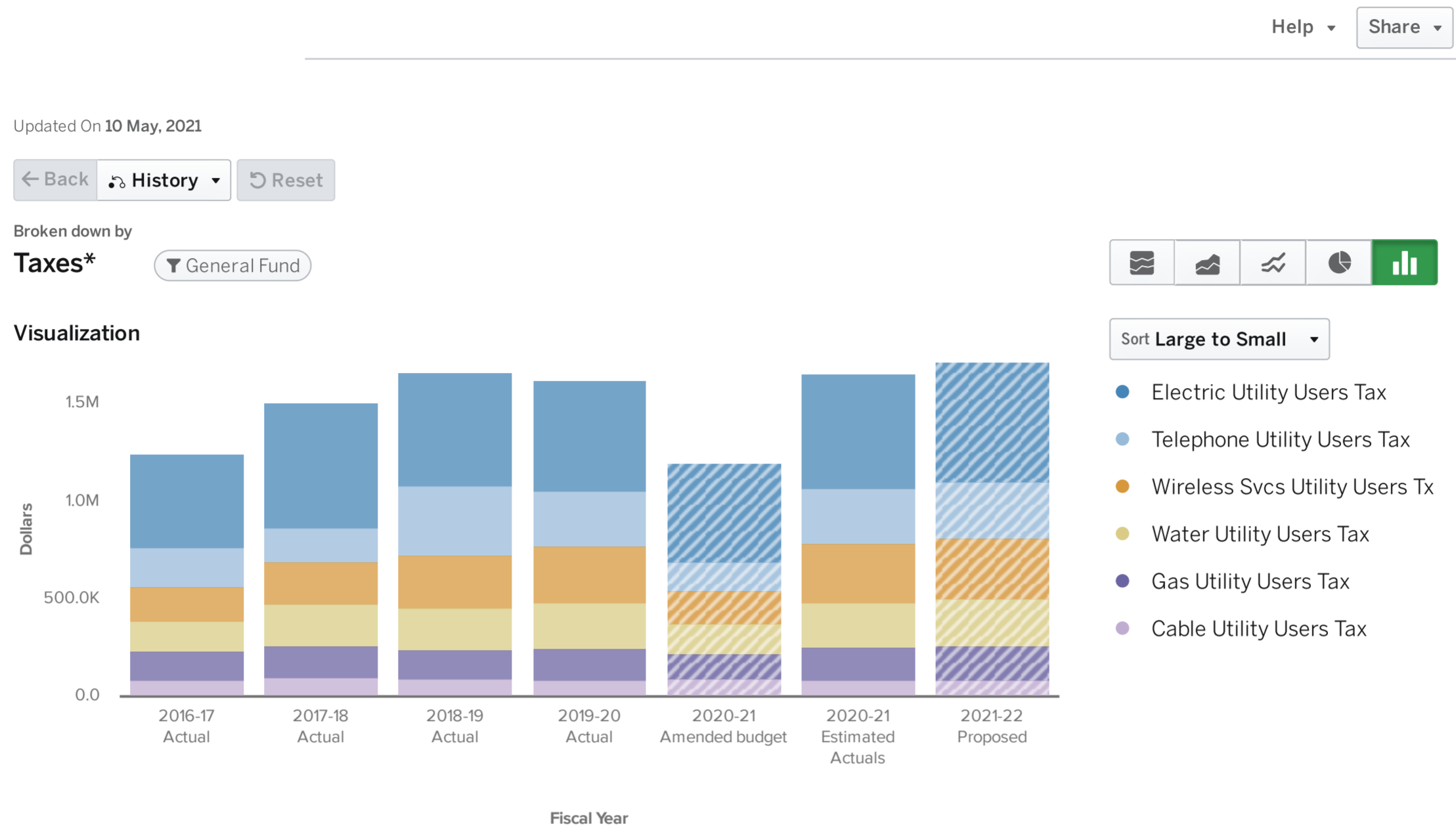
## UTILITY USERS’ TAX

The Utility Users’ Tax (UUT) became effective April 1, 2007, imposing the voter-approved maximum 3.5 percent tax on gas, electrical and water usage and the maximum 2.5 percent tax on cable, telephone and wireless services. On July 19, 2007, the City Council approved a temporary reduction in the tax rate on all utilities to 1 percent, which became effective October 1, 2007, and has been reauthorized each year for the maximum period of a temporary reduction of 12 months. Additionally, there is a cap of \$12,000 on the combined annual amount that a user can pay for electric, gas and water. As the historical graph demonstrates, Exhibit 1.12, UUT has grown slowly except in recent years. The effect of the pandemic has yet to be fully analyzed, though continued relatively slow growth is expected as businesses return to office work and community members spend less time at home. UUT is projected to be approximately



\$1.74 million in fiscal year 2021–22, a modest increase from prior years given the uncertainty of the mix of utilities in a post-pandemic world.

## Exhibit 1.12 Utility Users' Tax



## CHARGES FOR SERVICE

This category includes revenue collections from fees charged for services provided by City operations. Due to the effects of the COVID-19 pandemic, many of the services traditionally provided by the City underwent rapid and fundamental change. As the City begins to provide a wider range of services to the public, this category expects to see growth but the magnitude is largely dependent on the future mix of services offered.

Historically, the Library and Community Services Department and Community Development Department were the main drivers of charges for service. While development-related charges are expected to continue at a pace similar to prior years, major changes to programming in Library and Community Services substantially reduce the expected revenue in fiscal year 2021-22 as compared to prior years. These fees are guided by the City's cost recovery policy, which specifies a subsidy level for various categories of activities. As the City prepares for reactivation of services to the public, the fees charged for services will also be reviewed, with a target date of early in fiscal year 2021-22.

## Other Revenue

# Exhibit 1.13 Charges for Services

Updated On 10 May, 2021

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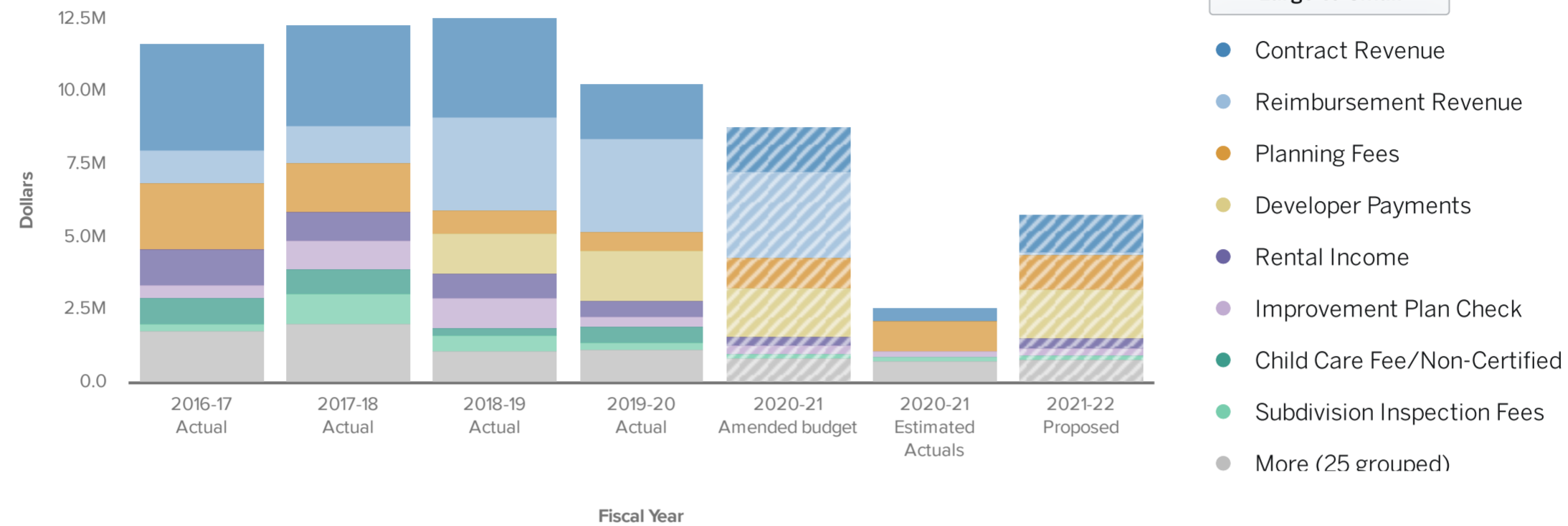
Broken down by

Charges for Services General Fund



Sort Large to Small ▾

## Visualization



## Franchise Fees

The City receives franchise payments from companies providing garbage, electric, gas, water and cable television services. Total franchise fee revenue budget is \$2.34 million in fiscal year 2021–22, growing approximately 3 percent compared to the prior year.

## Licenses and permits

This category mainly consists of development-related permitting, including revenue from development agreements, and the business license tax. The 2020–21 budget is \$2.26 million, which is a 20.5 percent decrease from prior year and heavily dependent on continued development activity as pandemic conditions evolve.

## Intergovernmental revenues

This category consists of grants from other governmental entities, including the Federal and State government. Of note in fiscal year 2021-22, child care grants have been moved to a newly-created special revenue fund to better meet reporting requirements. In addition, American Rescue Plan Act funding is budgeted in the newly-created One-Time Revenue Fund, separate from the General Fund for budgetary purposes. As a result, the

## Fines and forfeitures

This category of revenue consists of traffic-related fines, the fiscal year 2021–22 budget, \$0.10 million, reflects expected revenues based on night time parking and as-needed traffic enforcement as the proposed budget does not include daytime parking or a traffic unit, differing from pre-pandemic years. Restoration of these services is contingent upon additional action by City Council and may affect the ultimate revenue amounts.

## Interest and rent income

This revenue category consists of the proceeds the City receives from the properties it leases, as well as earnings from the City’s investment portfolio. With respect to rental income, the fiscal year 2021–22 budget, \$0.63 million, and beyond reflect the contractual terms of the various leases, including an annual rent increase which tracks that of inflation. For interest earnings, the fiscal year 2021–22 projection of \$0.84 million, net of investment

intergovernmental revenues for fiscal year 2021-22 in the General Fund total

advisory fees, reflects the steep decrease in yield seen over recent months and the expectation that it will remain low for the entirety of the fiscal year.

## Transfers, other revenue and resources

The remaining revenues consist primarily of funds transferred into the General Fund from other City funds to pay for the cost of citywide administration, including the cost of Finance, Human Resources and the City Manager’s Office. The fiscal year 2021–22 transfer amount of \$0.65 million was set based on the percentage increase in staffing costs for the applicable departments.

One item about this category which is important to note in fiscal year 2021–22 is the assigned fund balance as a resource to fund General Fund requirements. This resource, representing use of the strategic pension reserve, is included to offset the increased payments to the California Public Employee Retirement System (CalPERS) in order to use the expectation of a lower discount rate than required. Prior years included this resource in order to fund an alternate accelerated pension payment schedule but this has been modified based on direction from City Council during budget preparation. Not included is a component included in prior amended budgets which accounts for liabilities outstanding at the end of the fiscal year. At the beginning of the fiscal year, a portion of the fund balance is reserved to allow payments of encumbrances that the City may still need to make related to the past fiscal year. This number is not reasonably estimable during the budget development process but has been incorporated into the mid-year review in prior years.

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Updated On 10 May, 2021

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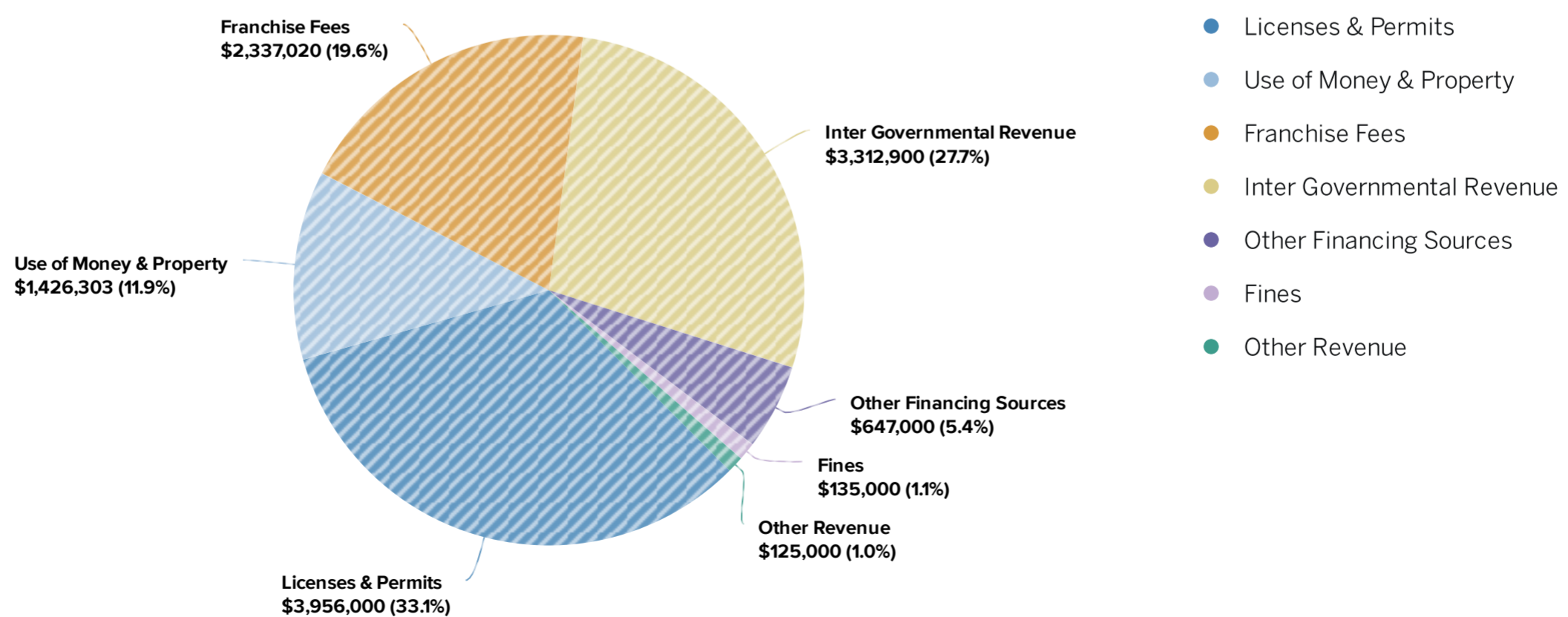
Broken down by Revenues\*

General Fund



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Visualization



2021-22 Proposed



## Budget navigation

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- [Go back to City overview](#)
- [Continue to General fund expenditure discussion](#)

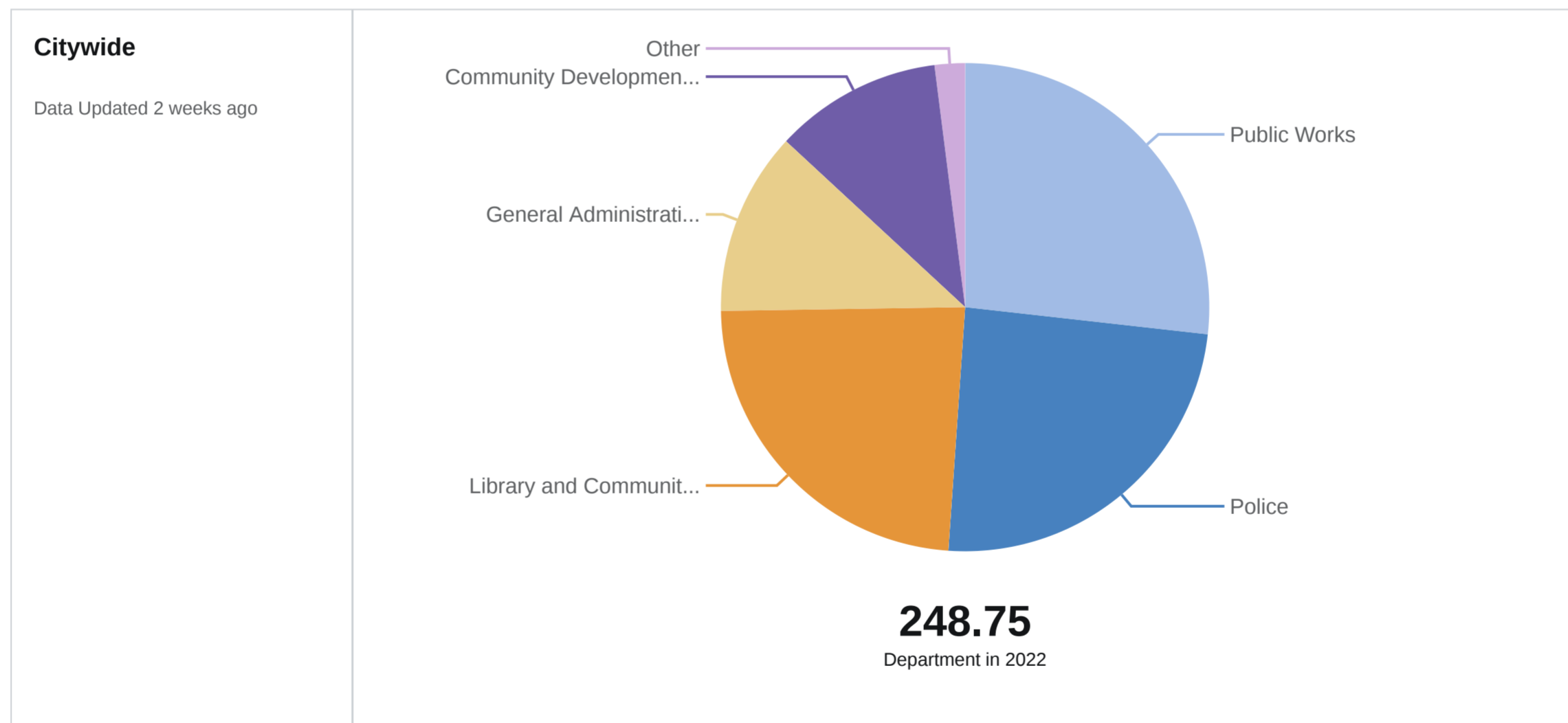


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# General Fund expenditure discussion

## PERSONNEL

Personnel costs, inclusive of wages and fringe benefits, represent approximately 62.5 percent of total General Fund expenditures and total \$36.04 million for fiscal year 2021–22, down 4.3 percent when compared to the amended budget for fiscal year 2020–21. This is inclusive of workers’ compensation and retiree medical internal service charges of \$1.28 million, approximately 3.5 percent of total personnel costs. This amount also includes compensation increases as a result of negotiated agreements with three of the City’s labor units. A vacancy factor, previously removed due to uncertainty surrounding the pandemic, has been included again in the fiscal year 2021-22 proposed budget at 7 percent of variable personnel costs in anticipation that workers will reevaluate employment options as the economy returns to pre-pandemic levels of activity.



## FULL-TIME EQUIVALENT (FTE) EMPLOYEES

The fiscal year 2020-21 adopted budget included 242.75 full-time equivalent (FTEs) employees, the vast majority funded directly or indirectly through the General Fund. The fiscal year 2021–22 proposed budget includes a net increase of 6 FTEs as a result of mid-year authorization for positions in Community Development and Library and Community Services and staffing required advance work on City Council priorities.

For comparability to the City's audited financial statements, General Administration is a department inclusive of the City Council, City Attorney's Office, City Manager's Office (including city clerk, public engagement, economic development, and sustainability), and Administrative Services (including finance, human resources, information technology, workers' compensation and general liability).

The substantial changes to staffing enacted at the start of fiscal year 2020-21 largely remain intact pending additional direction from City Council during the budget consideration process. Under consideration by the City Council are a number of substantial potential staffing options and inclusion of any will change the ultimate authorized staffing level.

Contract or temporary help, such as seasonal employees that work during certain times of year, are not included in the FTE count because they are not benefited positions. To calculate an FTE, a benefited employee's regular scheduled annual hours are divided by the number of hours worked by a full-time employee, 2,080 hours. For example, a benefited employee who works 20 hours per week would divide 1,040 (52 weeks x 20 hours per week) by 2,080 to result in 0.50 FTE.



## **SALARIES & WAGES**

In total, salaries and wages in fiscal year 2021–22 are budgeted at \$24.61 million, a \$0.46 million or a 1.8 percent decrease over the prior fiscal year's amended budget, driven largely by more conservative estimates of costs associated with hiring new staff. This category includes base salary and all salary related compensation such as overtime and incentive pays. The significant decrease is primarily due to the reduction in number of authorized staff.

The City has negotiated agreements with three of its four labor units which include cost of living adjustments. The cost increases for these agreements have been incorporated into the proposed budget and the City continues negotiations with units whose agreements expire at the end of the fiscal year. Due to the timing of these negotiations, any subsequent costs will be incorporated into the budget through amendment if not known at the time of adoption.

# Exhibit 1.15 Salaries and Wages (General Fund)

Updated On 10 May, 2021

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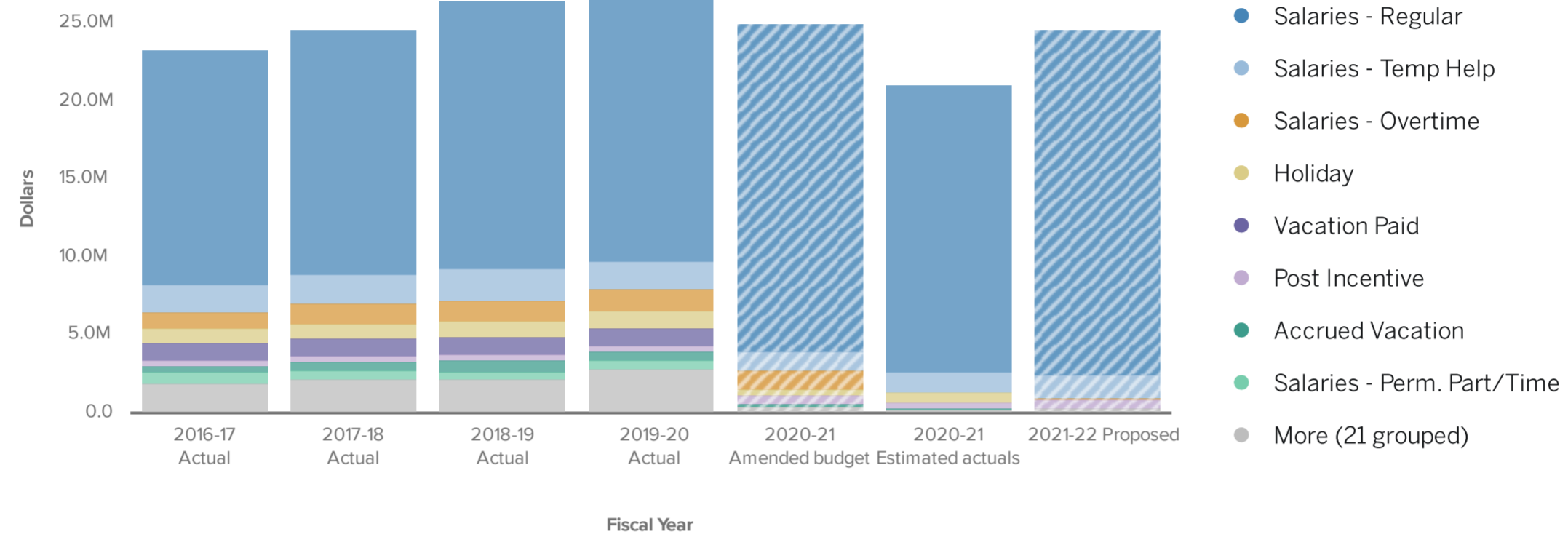
Broken down by

Salaries and Wages General Fund



Sort Large to Small ▾

Visualization



## FRINGE BENEFITS

Total fringe benefits in fiscal year 2021–22 are budgeted at \$11.43 million, a \$1.17 million or a 9.3 percent decrease over the prior fiscal year’s amended budget. Included in the fringe benefits budget are three major benefits: retirement/pension, contributions to the City’s cafeteria plan through which employees purchase medical insurance, and internal service charges for workers’ compensation and retiree.

The difference in change between salaries and wages and fringe benefits is driven largely by two factors. First, the City’s costs for administration of its retirement contract are increasing as a share of wages due to assumption changes made by CalPERS beginning in December 2016. Second, the City made supplemental payments to CalPERS in fiscal years 2019-20 and 2020-21 in order to reduce the long-term interest payments on unfunded retirement liabilities. A similar supplemental payment is not included in the fiscal year 2021-22 proposed budget, reducing the total fringe benefits.



# Exhibit 1.16 Fringe Benefits (General Fund)

Updated On 10 May, 2021

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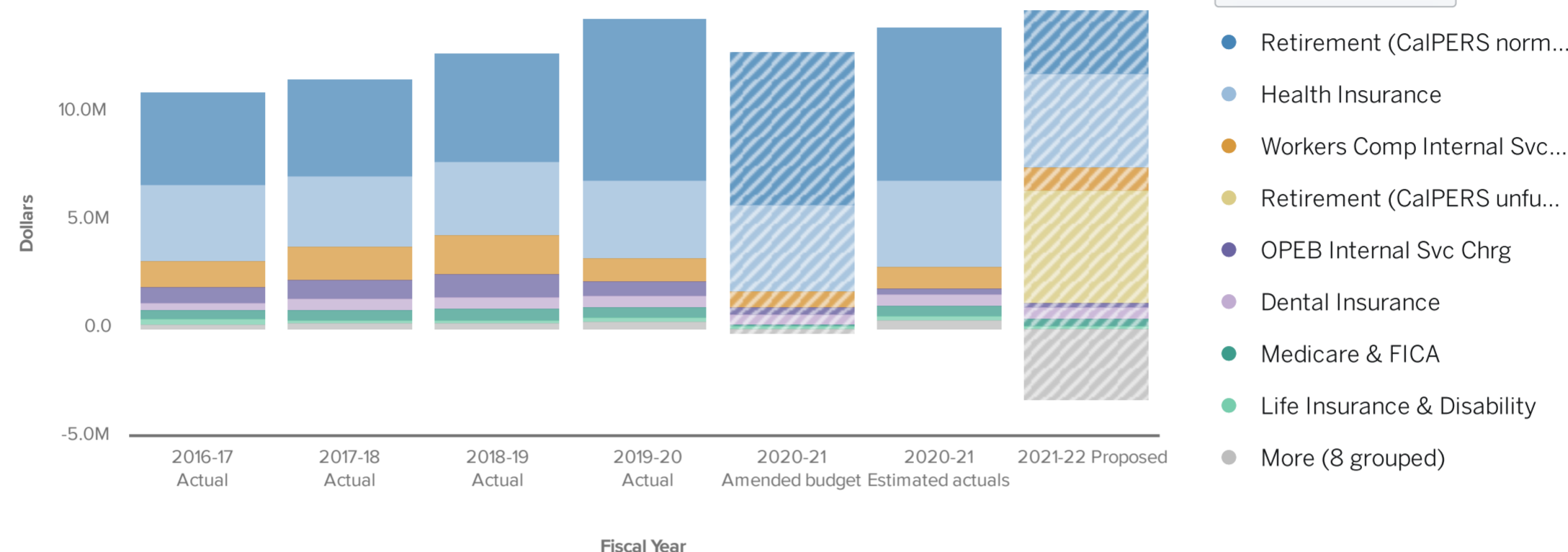
Broken down by

Fringe Benefits ▾ General Fund



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Visualization



## NON-PERSONNEL OPERATING COSTS

The remaining 37.5 percent, or \$21.59 million, of the General Fund’s expenditures consists of non-personnel costs. These expenditures are broken down into a number of distinct categories: operating, utilities, services, fixed assets and capital outlay, travel, repairs and maintenance, special projects and transfers out. A brief description of the types of expenditures in each category is provided below.

### Operating Expenditures

Operating expenditures, which total \$6.57 million in fiscal year 2021–22, include spending on a wide variety of supplies, materials, and other items related to the operation of the City. The largest expenditure in this category, \$2.47 million, is the General Fund’s share of the information technology internal service fund charge. As part of this structure, all operating and capital costs associated with information technology are centralized in a distinct fund resulting in allocation charges to operating departments. This mechanism provides for centralized purchasing and coordination of technologies to ensure that the City’s buying power across all departments is used to the fullest benefit.

Other significant expenditures include \$0.68 million for the General Fund’s share of the City’s

### Utilities

The budget for utilities, including gas, electricity, water and telecommunications, total \$1.73 million in fiscal year 2021–22. Of the total, 50 percent goes toward gas and electricity, 43 percent to water and the remaining 7 percent for telecommunications.



General Liability Internal Service Fund and \$0.54 million for vehicle replacement costs.

## Travel and Meetings

The travel and meetings category, budgeted at \$0.07 million in fiscal year 2021–22, consists of travel and meeting costs related to training and seminars, including the cost for mileage reimbursements.

## Special Projects

Expenditures in this category, \$0.29 million in fiscal year 2021–22, are primarily for the Community Funding Grant Program, which provides funds to non-profit organizations which benefit the community with services and programs not offered by the City.

## Services

Budgeted expenditures in this category total \$8.07 million in fiscal year 2021–22 and cover a wide variety of service areas, including plan checking services, legal services, the annual financial audit, consultants for special studies, the median landscaping contract and street sweeping. The \$8.07 million total in fiscal year 2021–22 is \$08.0 million higher than the prior year's amended budget in recognition that increasing service levels also includes increased overall contracted costs.

## Fixed assets and capital outlay

Budgeted expenditures for fiscal year 2021–22 are \$0.34 million and consist of purchases of items such as office equipment and other specialized equipment required by the operating departments.

## Repairs and maintenance

This category has budgeted expenditures of \$1.03 million in fiscal year 2021–22, which covers a wide variety of repair and maintenance activity. Other significant expenditures include maintenance on the City's communications equipment, vehicle maintenance and building repairs.

## TRANSFERS TO OTHER FUNDS

The General Fund's transfers to other funds is an important component of the City's long-term fiscal health. In fiscal year 2020–21, the total transfers to other funds is \$3.32 million. Of this amount, \$3.05 million is a transfer to the General CIP Fund to provide funding for a number of projects discussed more fully in the Capital Improvement Plan section of this document. As with many cities on the peninsula, the City's infrastructure is aging reflecting an ongoing maintenance and replacement schedule. The City must prioritize which projects are addressed each year to balance available funding with available staff resources necessary to manage the Capital Improvement Plan (CIP).

# Exhibit 1.17 Transfer to Other Funds (General Fund)

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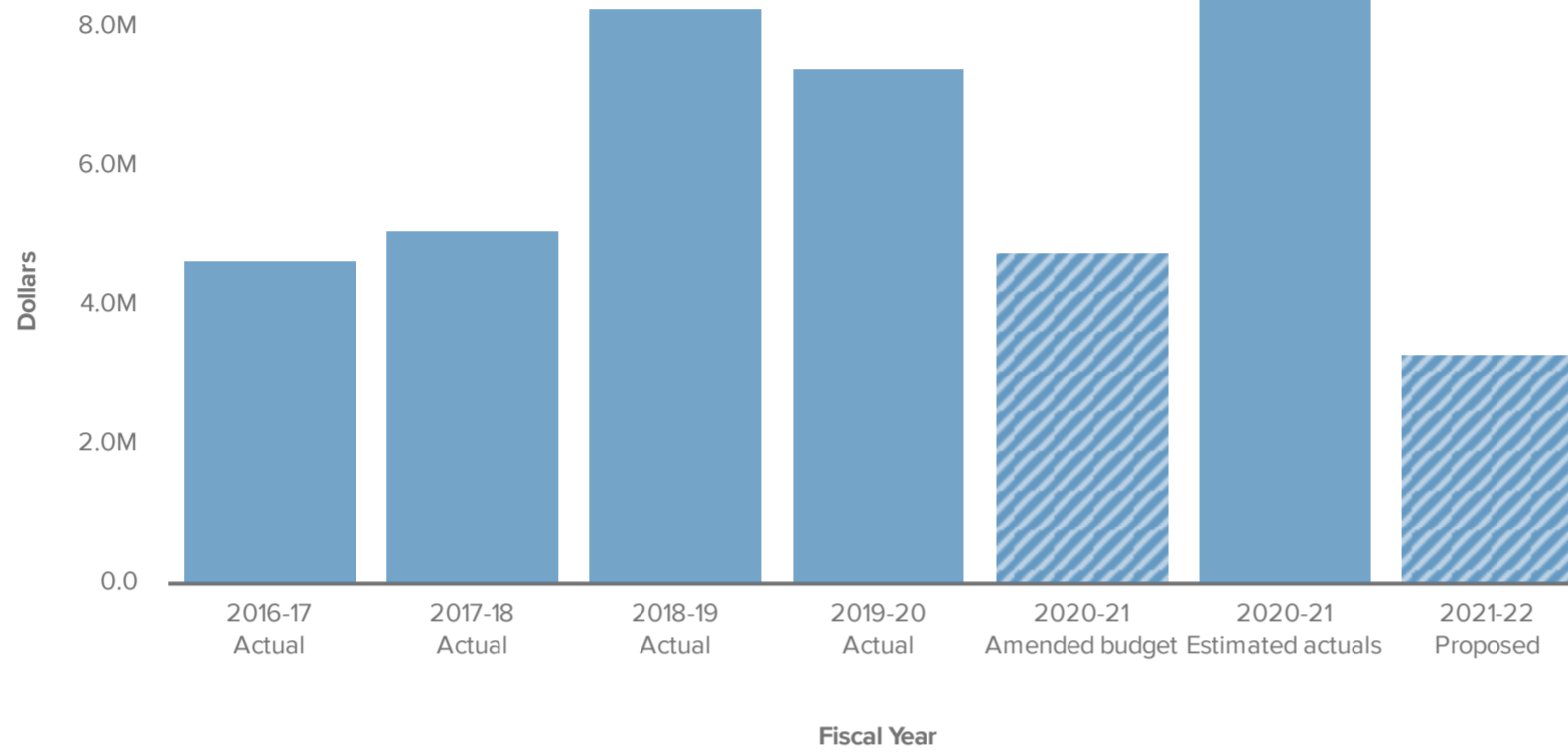
Trans to Other Funds General Fund



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● Trans to Other Funds

Visualization



## Budget navigation

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- [Go back to General fund revenue discussion](#)
- [Continue to General Administration](#)



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# General Administration

City Council, City Attorney, City Manager, and Administrative Services

## General Administration

General Administration provides policy, legal, leadership and management services to the entire city, regardless of funding source. The fiscal year 2021-22 General Administration reflects the following changes:

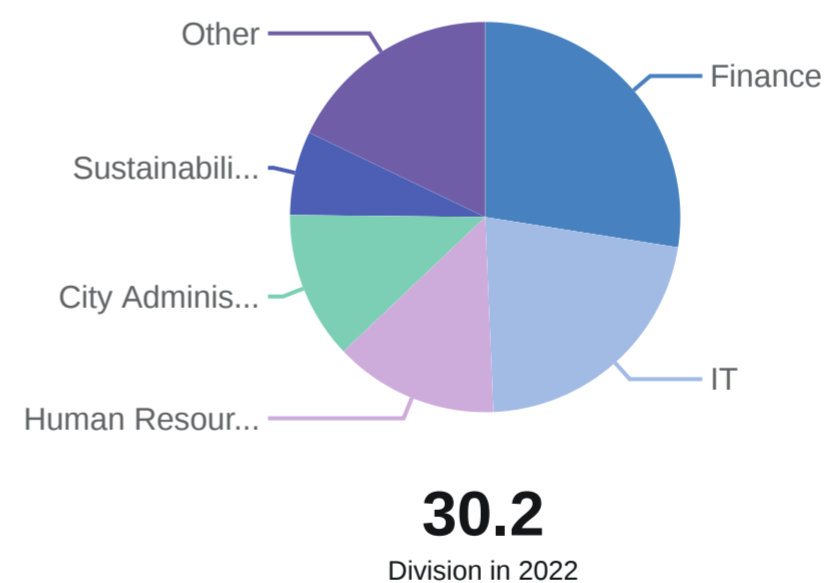
- A consolidated budget for city council, city attorney, city manager, and administrative services to correspond to the reporting structure in the City's Comprehensive Annual Financial Report (CAFR.) The consolidated budget allows for ease of comparison between the budget document and audited financial statements.
- Move the city attorney budget from a stand-alone department to a line item in the city council's budget. Before 2020, the city attorney was a part-time employee, and tracking the office's personnel costs presented a benefit. In 2021, the city council entered into a contract with Burke Williams Sorenson, LLP and the firm now manages all legal services except for those supporting personnel matters and labor negotiations.
- A new budget division in the city manager's office emphasizing the city council's priority of improving public engagement.

## CITY MANAGER'S OFFICE

The City Manager implements the City Council's plans and priorities by coordinating the work of all departments and employees, except the City Attorney.

The City Manager's Office is charged with providing objective, comprehensive expertise to the City Council through clear staff reports and presentations of thoughtful and strategic recommendations. This office also identifies emerging and unmet community needs, linking them clearly to the City's funding priorities and service levels, while supplying helpful information and referrals to residents with questions, comments and concerns. The City Manager's Office improves citywide operational effectiveness and efficiency, conducts studies for organizational improvement, designs and develops performance measures, analyzes proposed and adopted policies, assists in budget development, responds to community issues and coordinates special projects.

General Administration



## 2020-21 HIGHLIGHTS

1. Maintained a virtual Emergency Operations Center to monitor the COVID-19 pandemic local emergency.
2. Executed tremendous cost and resource containment strategies in the City Council's fiscal year 2020-21 adopted budget. City Council approval of the 2030 Climate Action Plan and implementation strategies.
3. Lead and managed a public-private partnership between Facebook, Belle Haven residents, and city staff to secure necessary approvals for the Menlo Park Community Campus project, a new facility built by Facebook to replace the Menlo Park Senior Center, Belle Haven Pool, Onetta Harris Community Center, Belle Haven Youth Center, and the Belle Haven branch library.
4. Reactivated City Council advisory body commission and committee meetings through online meetings and providing access to recorded advisory body meetings.
5. Completed the conversion to district-based elections with the onboarding of Districts 3 and 5 councilmembers elected in November 2020.
6. On boarded the City Council's newly appointed City Attorney, Nira Doherty of Burke Williams & Sorensen, LLP.
7. Appointed a new police chief following an extensive executive search that drew a highly accomplished and diverse candidate pool.
8. Coordinated establishment of interim services for Senior Center, Belle Haven Pool, Onetta Harris Community Center, and Belle Haven Youth Center.
9. Partnered with non-profits and County of San Mateo to host COVID-19 vaccines at City facilities in the Belle Haven neighborhood.
10. Supported City Council subcommittees on the Menlo Park Community Campus project and ConnectMenlo Community Amenities.

## 2021-22 BUDGET AND INITIATIVES

1. Coordinate phased-in of expanded public access to City facilities and services following the public health emergency.
2. Initiate the 2020 census redistricting process.
3. Implement City Council adopted milestones for Climate Action Plan No. 1 - Explore policy/program options to convert 95% of existing buildings to all-electric.
4. Redesign and update the City's webpage.
5. Support City Council recruitment efforts to replace retiring city manager.

## FINANCE DIVISION

The Finance Division coordinates all taxes, fees and investments, prepares and monitors the annual budget, oversees the purchasing process, pays employees and vendors, and manages the City's general liability risk management program. The Division sets and administers fiscal policies and procedures for all City departments ensuring internal control over City assets. The Division provides:



### Accounting, financial reporting and budget

This function performs accounting for all of the City's financial transactions, prepares the citywide annual financial statements (Comprehensive Annual Financial Report or CAFR), compiles the City Manager's adopted budget, monitors the City Council's adopted budget, provides all other financial reporting required by either agreement or statute and enforces internal controls to protect the City's assets against loss.

### Revenue and risk management

This function oversees the City's cash flow to meet cash requirements for operations, collects business license taxes, administers the City's cost recovery program to minimize the use of general tax dollars to support special services, and performs the comprehensive risk management and mitigation function through a Joint Powers Insurance Authority

## HUMAN RESOURCES DIVISION

The Human Resources Division recruits and retains our well-qualified and diverse workforce that reflects the high standards of the community, maintains positive labor relations, manages workforce safety and succession planning, and administers compensation and benefits. Human Resources also implements Federal, State and local mandates and requirements related to employment. The Division provides:



### Recruitment and Retention

This function includes employee recruitment, selection, onboarding, and retention of those who are interested in joining a team of dedicated and talented professionals and willing to take on new and exciting projects. Managing and planning efforts to enhance employees work//life balance and support career development.

### Classification, Compensation, and Benefits

This function ensures application of appropriate classification and compensation principles and regulations; and administers leave and benefit programs for employees, appointed and elected officials and retirees.

## Employee and Labor Relations

This function encourages productive employer-employee relations by supporting a positive and respectful work environment enhancing employee consultation through open communication, feedback, recognition and talent management. Staff provides guidance for managers and employees to improve performance, ensure compliance with legal requirements and provide effective problem-solving of complaints and grievances. This function facilitates labor contract negotiations, administration and interpretation.

## Organizational and Employee Development

This function involves identification and implementation of training and employee development opportunities to support skill enhancement, acquire new knowledge, and promote innovation and leadership.

## Safety and Workers' Compensation

This function manages the organization's workplace safety programs through active risk management aimed at protecting employee health and safety. Staff ensure injured workers receive benefits and care and safely return to work.



## INFORMATION TECHNOLOGY DIVISION

The Information Technology Division is responsible for the deployment, maintenance and support of the entire organization's technology infrastructure. This includes supporting City operations with effective enterprise technologies consisting of business software applications, data information systems, and computer hardware and software. The Division's goal is to provide a reliable, secure and robust technology environment that ensures the continued business operations of the City.

### Network, systems and telecommunications infrastructure

At the heart of the City's overall operating technology environment is the underlying core enterprise network and systems infrastructures. The core infrastructure components that enable the City's successful electronic operations include the networking hardware, server systems, data storage, and

### Business systems

Enabling City staff to provide a high level of service to the community, the IT Division assists City departments in the evaluation, implementation and support of business applications and technologies used in daily City operations and the effective delivery of community services.

### End user support

The IT Division continually strives to provide a high level of technical support for City staff. Support desk functions include software/hardware installation and configuration, technical problem resolution and end user training.

telecommunications systems. Combined, these infrastructure components create a foundation that effectively operates the City's communications and business software applications.

## 2020-21 HIGHLIGHTS

### Finance

1. Underwent a rigorous budget development process, incorporating feedback from the City Council and community to address the COVID-19 pandemic
2. Transitioned finance activities to a primarily remote model, with minimal staff on-site to reduce risk
3. Began implementation of a new financial accounting system, replacing a legacy system and reducing workload while increasing timeliness of financial data

### Human Resources

1. Implemented new policies and procedures to address the COVID-19 pandemic, including a telework policy, exposure and contact tracing, and expanded leaves under Federal and State guidelines
2. Finalized digitization of workforce management tools, including open enrollment, new hire onboarding, and replacement of legacy paper forms
3. Began negotiating with two of the City's collective bargaining units in order to achieve successor contracts to Memorandums of Agreement expiring at the end of fiscal year 2020-21

### Information Technology

1. Enhancements made for technology infrastructure and enterprise business applications
2. Implemented digital features of the land management software system
3. Upgraded telecommunications infrastructure and services for resiliency and enhanced features
4. Implemented the City's asset management system, which is used to manage and maintain major City assets

## 2021-2022 BUDGET & INITIATIVES

### Finance

1. Complete the implementation of the City's financial accounting system, including native workflows

### Human Resources

1. Identify Employees satisfaction rate with Human Resources and

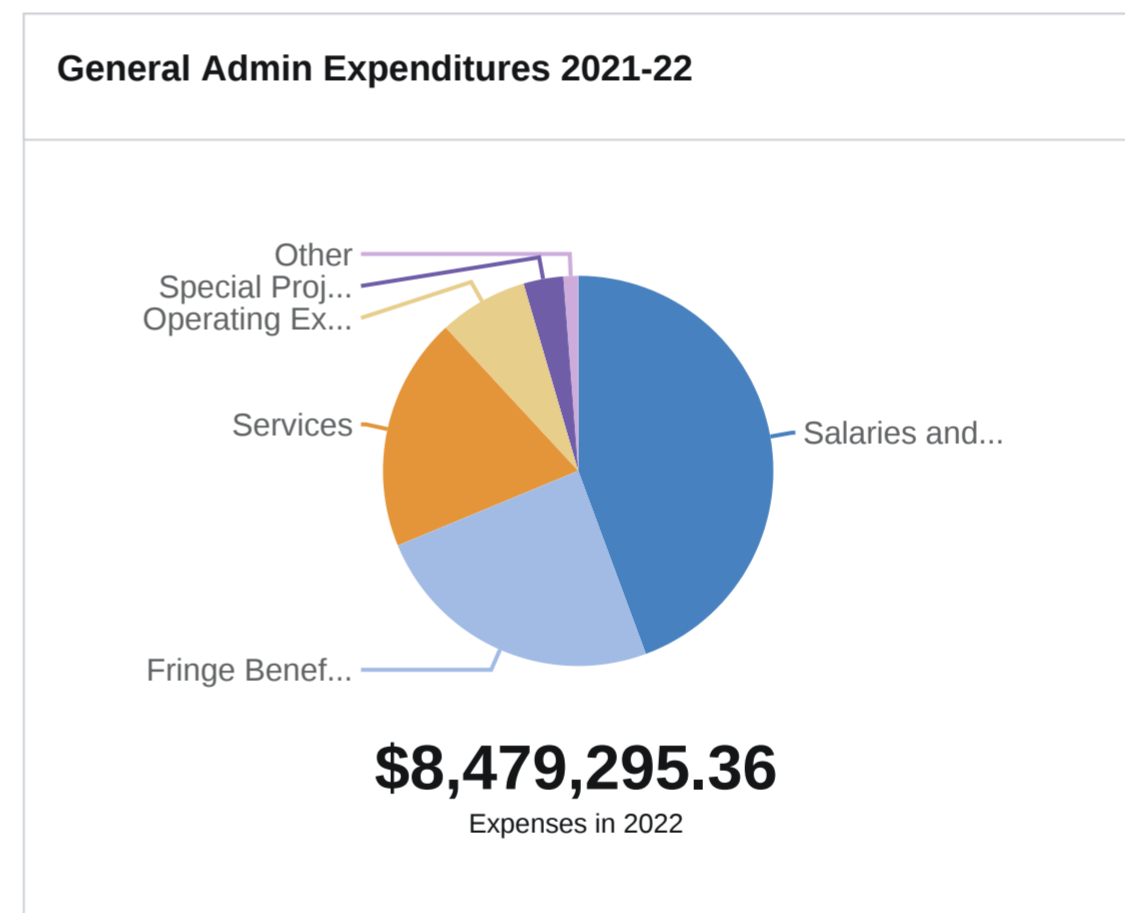
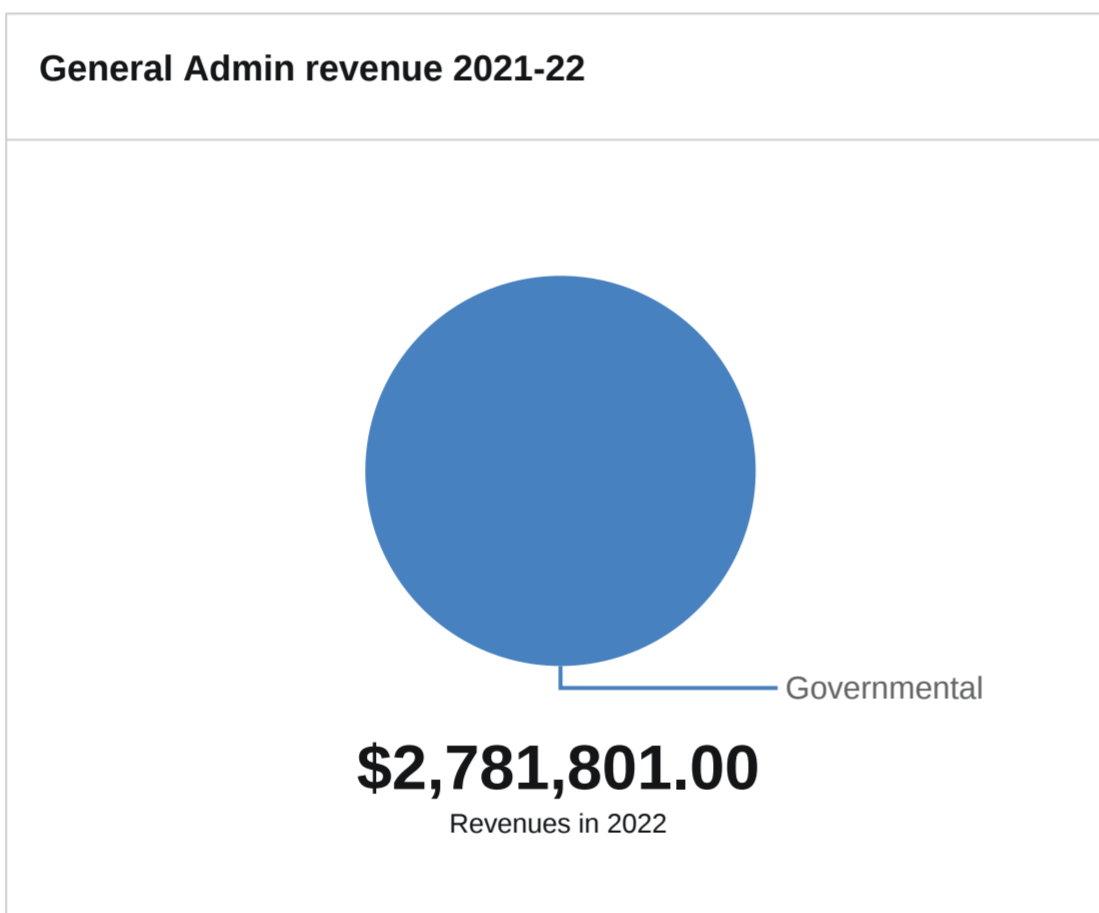
### Information Technology

1. Continued work on IT Master Plan initiatives which include technology infrastructure enhancements

- for purchase requisitions and payment requests, capital asset inventory and depreciation schedule, and automated reporting
- 2. Stabilize financial processes with new budget and accounting systems, including training of finance and key line department staff
- 3. Provide support for major ongoing initiatives such as a potential General Obligation Bond issuance
- 4. Continue to improve on financial reporting, increasing transparency of information and ease of access for members of the community

- explore/understand how it can be improved
- 2. Continue to update and create policies to further reduce City risk of liability and ensure consistent application of rules.
- 3. Continue transition to a new Human Resources Information System for leaves and classifications
- 4. Develop and improve employee performance management system for consistency, efficiency, and clarity in the process
- 5. Digitize personnel records system for increased efficiency and consolidation of information

- and enterprise business applications
- 2. Cybersecurity enhancements for risk reduction
- 3. Streamline business practice workflows and complete move to paperless processes
- 4. Continue to review and revise IT policies and procedures to ensure conformity with current industry best practice





# General Administration Departmental Revenue Summary (ALL FUNDS)

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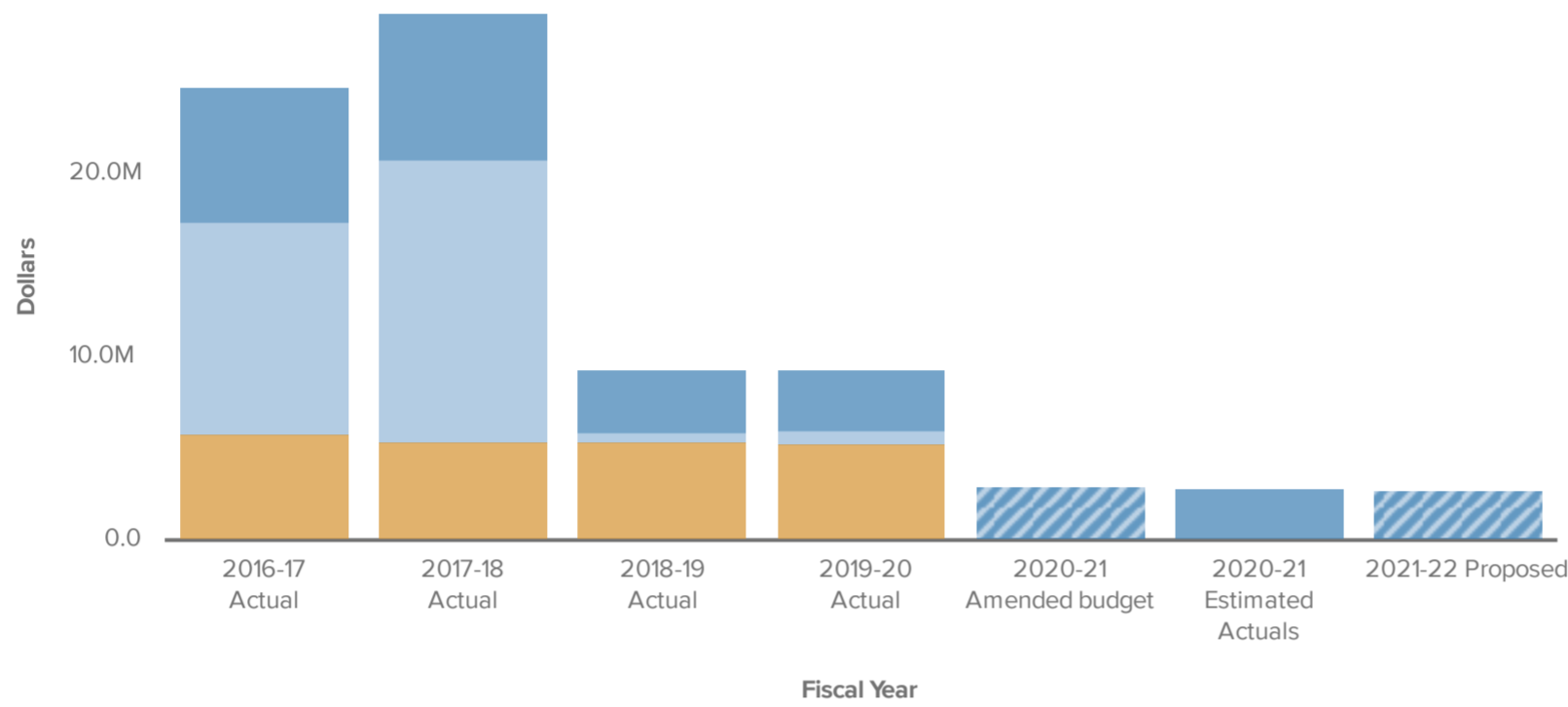
**Funds** General Administration Revenues



Sort Large to Small ▾

- Governmental
- Business-Type
- Fiduciary

Visualization



# General Administration Departmental Expenditures Summary (ALL FUNDS)

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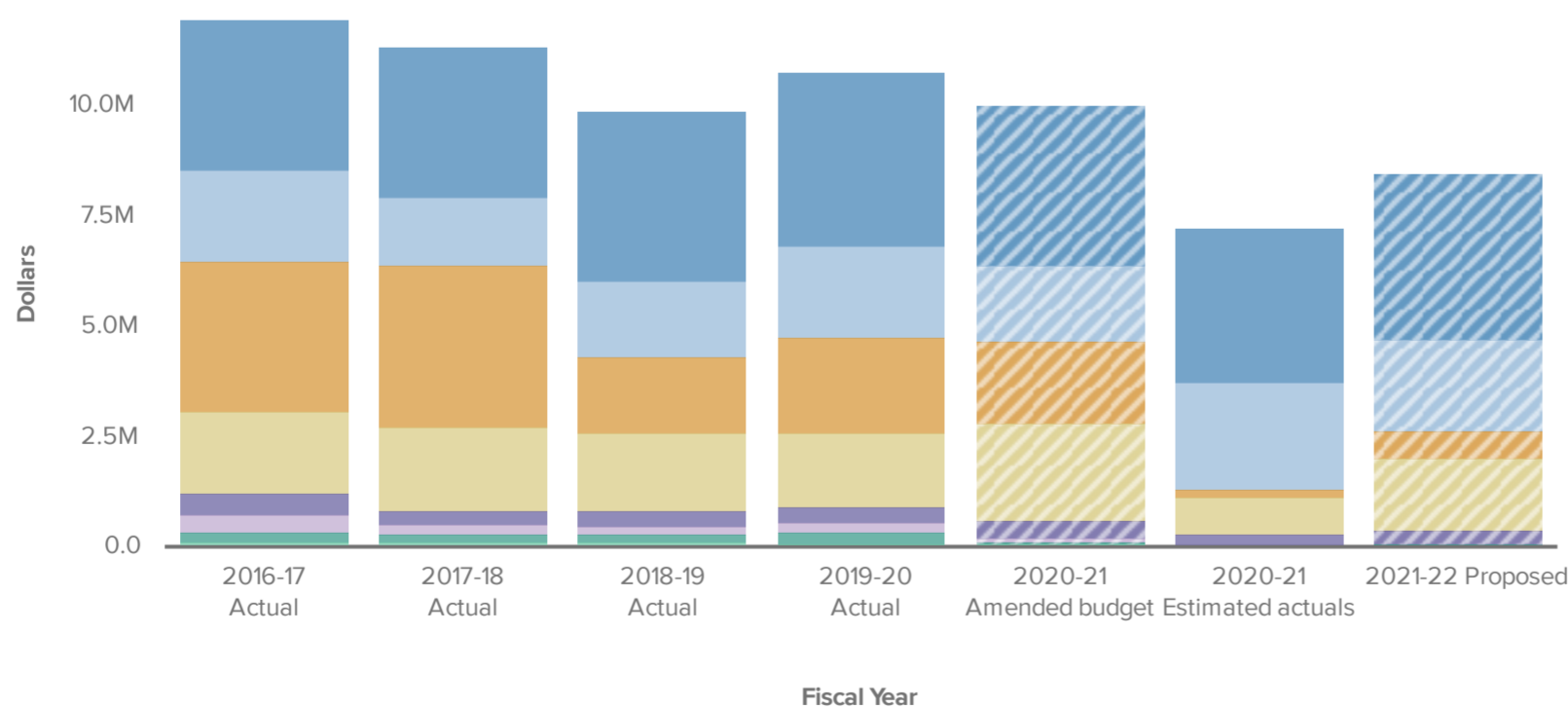
**Expenses** General Administration



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- Salaries and Wages
- Fringe Benefits
- Operating Expenses
- Services
- Special Projects Expenditur...
- Fixed Assets & Capital Outlay
- Utilities
- Travel
- Rental of land and buildings

Visualization



# Authorized personnel

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Division

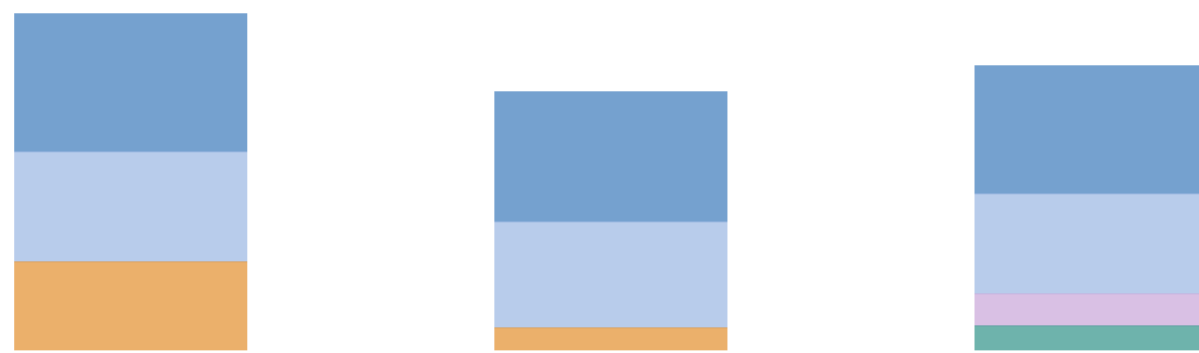
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- Finance
- IT
- City Manager's Office
- HR
- Sustainability

## Budget navigation

- [Return to the cover/table of contents](#)
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- [Continue to the Community Development Department](#)



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# Community Development Department

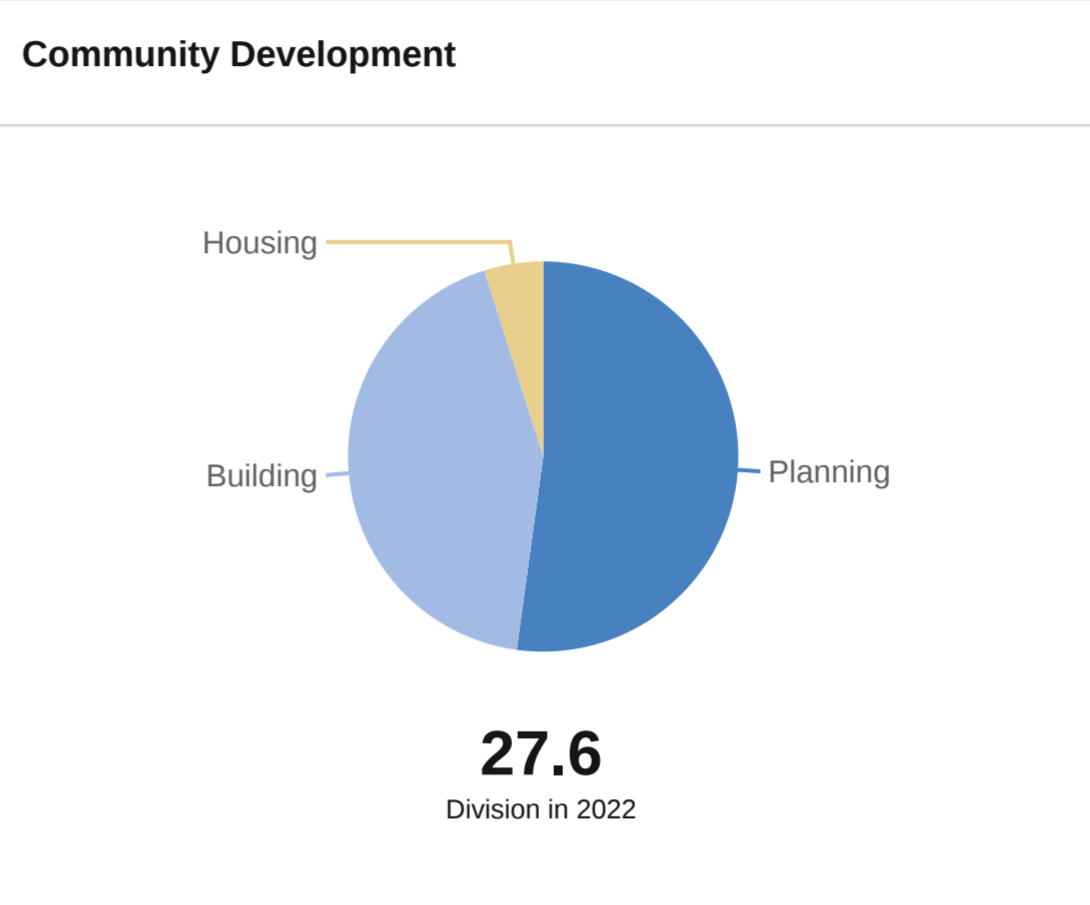
Planning, Building and Housing

## Overview

The Community Development Department is responsible for ensuring a sustainable and vibrant community that supports a high quality of life for residents, businesses and visitors.

The Department is comprised of the Planning, Building and Housing Divisions. Core services performed by the Department include:

- Long Range Planning
- Current Planning
- Building Permitting and Inspection Services
- Affordable Housing





## **Current Planning**

Current planning provides comprehensive services for people needing information and assistance with required review for land use development projects. This includes providing project applicants and interested parties with timely and accurate information regarding city policies, ordinances, regulations and guidelines related to land use development.

Additionally, the Planning Division provides a thorough and structured review of proposed development projects, including environmental review, fiscal impact analysis, historic review and other technical analyses that evaluate the merits of a project leading to a decision. The Division also serves as the staff liaison to the Planning Commission.

## **Long Range Planning**

The key focus of long range planning is developing, monitoring, updating and integrating land use, economic, transportation and environmental policies to achieve citywide goals and improve the physical and economic environment of the community. This is accomplished primarily through the General Plan and the El Camino/Real Downtown Specific Plan, and other related documents that establish goals, policies and implementation strategies guiding future City decisions to enhance the quality of life.

## Building Permitting and Inspection Services

Building permitting and inspection protects the health, safety and welfare of the community by providing information on the building permit process, interpreting the California Building Standards Code and municipal codes, maintaining historic property records, and onsite inspections of current construction projects.

Additionally, this Division coordinates interdepartmental and interagency review of project plans and reviews construction plans for compliance with all State and municipal codes relating to structural, mechanical, plumbing, electrical and grading.



## Affordable Housing

This Division manages the City's affordable housing programs, including preservation and production of below market rate rental and ownership housing. The division administers the City's Below Market Rate (BMR) program, develops housing policy and supports the implementation of the Housing Element and Housing Commission Work Plan to provide and promote new affordable housing opportunities and programs to support a diverse, equitable and inclusive community. Staff serves as the liaison to the Housing Commission.



## 2020–21 Highlights

- Continued transition and implementation of Accela, the City's new permit tracking and land data management system, to increase functionality and better manage workflows while providing improved tools and transparency to the public.
- Conducted ongoing inspections of large construction projects such as Springline (formerly Station 1300), the Guild, and 500 El Camino Real.
- Issued occupancy or temporary certificate of occupancy for several large projects in the Bayfront Area and El Camino Real/Downtown Specific Plan, including Menlo Gateway – Phase II, Facebook Campus Building 22, 650 Live Oak Avenue, 1125 Merrill Street, 1275 El Camino Real, 1285 El Camino Real, and 506-556 Santa Cruz Avenue.
- Received and processed over 3,000 building permits, which was an increase of approximately 40% from the previous fiscal year.
- City Council approved an increase in BMR funding to MidPen Housing's 1300 Willow Road project from \$6.7 million to \$9.331 million for the development of 140 units of affordable housing.
- Released Notice of Funding Availability (NOFA) for approximately \$10 million in BMR housing funds to support the preservation or production of permanent affordable housing.
- Awarded \$5.5 million in BMR housing funds for the purchase and preservation of a 14-unit apartment building restricted for low-income households.
- Continued to lead and support the Menlo Park Homeless Outreach Team (HOT), which consists of staff from the Housing Division, Police Department and community based organizations that provide homeless outreach and support services. City staff work closely with community based organizations and the San Mateo County Human Services Agency to coordinate and target outreach and referral services, with the goal of ending homelessness in Menlo Park.
- Concluded a public engagement and outreach process on the evaluation of short term rentals and

## 2021–22 Budget and Initiatives

The Community Development Department expects a high level of development interest primarily driven by the adoption of long range planning documents. To meet this increase in projects, the Building Division has requested 3 full-time equivalent (FTE) positions as well as service level increases in contracted services to meet demand. The majority of planning review, building permitting and inspection services are self-supporting through fees set to recover service costs.

Department goals and initiatives for fiscal year 2021-22 include:

- Implement SB 2 Grant to support projects that accelerate housing production, including tools to encourage the development of accessory dwelling units.
- Continue preparation of Housing Element Update project, including a broad and inclusive outreach and preparation of an Environmental Impact Report and Fiscal Impact Analysis, for adoption by December 2022.
- Coordinate and complete the building permit review for the Menlo Park Community Campus project.
- Review of large, complex residential, life science, office, and mixed-use development projects located within the Specific Plan and Bayfront Areas, including a 60-acre master plan (Willow Village), plus a 63-acre master plan of the SRI campus (Parkline).
- Pursue ongoing construction management, inspection and occupancy of major residential and mixed-use developments.
- Continue to augment Accela to enhance customer experience and employee efficiency.
- Respond to continued increase in anticipated building permit demand.
- Update the existing BMR Guidelines including modifications to the preferences, maximum

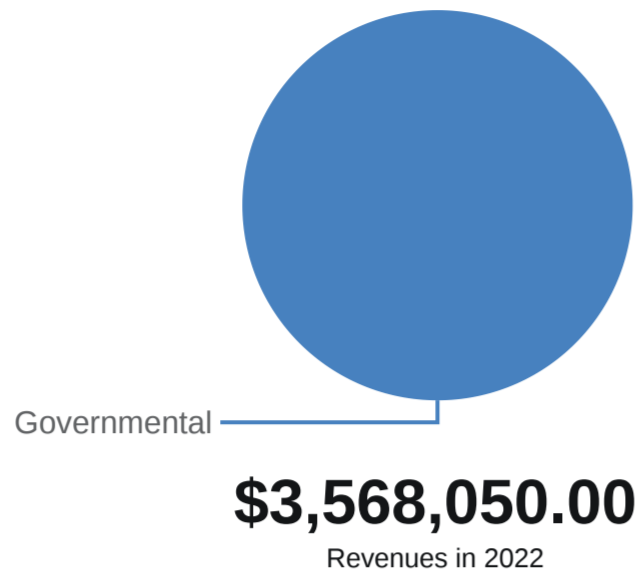
recommended compliance and enforcement of the City's existing municipal transit occupancy tax.

- Issued request for proposals, identified HouseKeys as the new vendor and successfully transitioned BMR housing administration significantly reducing costs while improving and expanding services to the City and the community.
- Finalized the inclusionary housing study (BAE), which evaluated a 2% increase to the existing inclusionary housing requirements and feasibility analysis of developments at various sizes and locations.
- Awarded a \$160,000 SB2 grant to support projects that accelerate housing production, including tools to encourage the development of accessory dwelling units and a \$150,000 Local Early Action Planning (LEAP) grant to assist with the preparation of the Housing Element for the RHNA 6 cycle.
- Continued processing of large projects within the El Camino Real/Downtown Specific Plan Area and the Bayfront Area, including pending projects that could add approximately 3,250 net new residential units, 880,000 square feet of net new office and life science uses, 230,000 sf of retail/commercial use and 350 new hotel rooms.
- Approved first bonus level development in the Bayfront Area, which includes four additional below market rate housing units and a café space as its community amenity.
- Initiated Housing Element Update project, including updates to the Housing and Safety Elements and preparation of an Environmental Justice Element to plan for approximately 3,000 housing units, address potential risks from environmental hazards, and help ensure that all people can enjoy the same degree of protection from environmental and health hazards and have equal access to the decision-making process.
- Initiated updates to the community amenities process in the Bayfront Area to better align with community interests.
- Created an interactive development projects map showing all pending and approved development projects, as well as projects under construction and those recently completed.

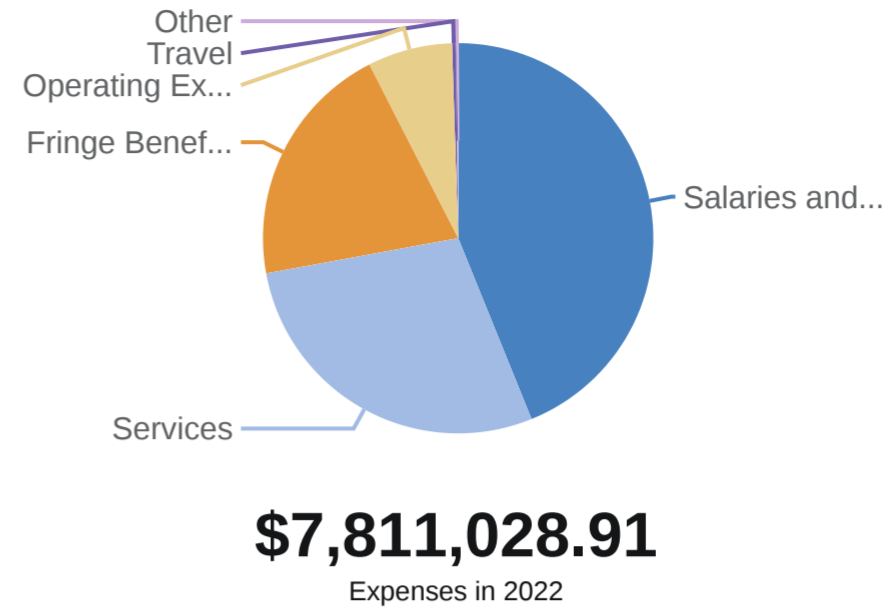
household size, homebuyer program and other administrative articles.

- Administer BMR housing funds released as part of the 2020 NOFA to implement preservation and production of affordable housing.
- Continue to execute Climate Action Plan Strategy #1 to explore policy/program options to convert 95% of existing buildings to all-electric by 2030.
- Establish "gatekeeper" process for reviewing community amenities and establish a new community amenities list for bonus level development in the Bayfront Area.

Community Development Department Revenues 2021-22



CDD Expenditures 2021-22



# Community Development Departmental Revenue Summary

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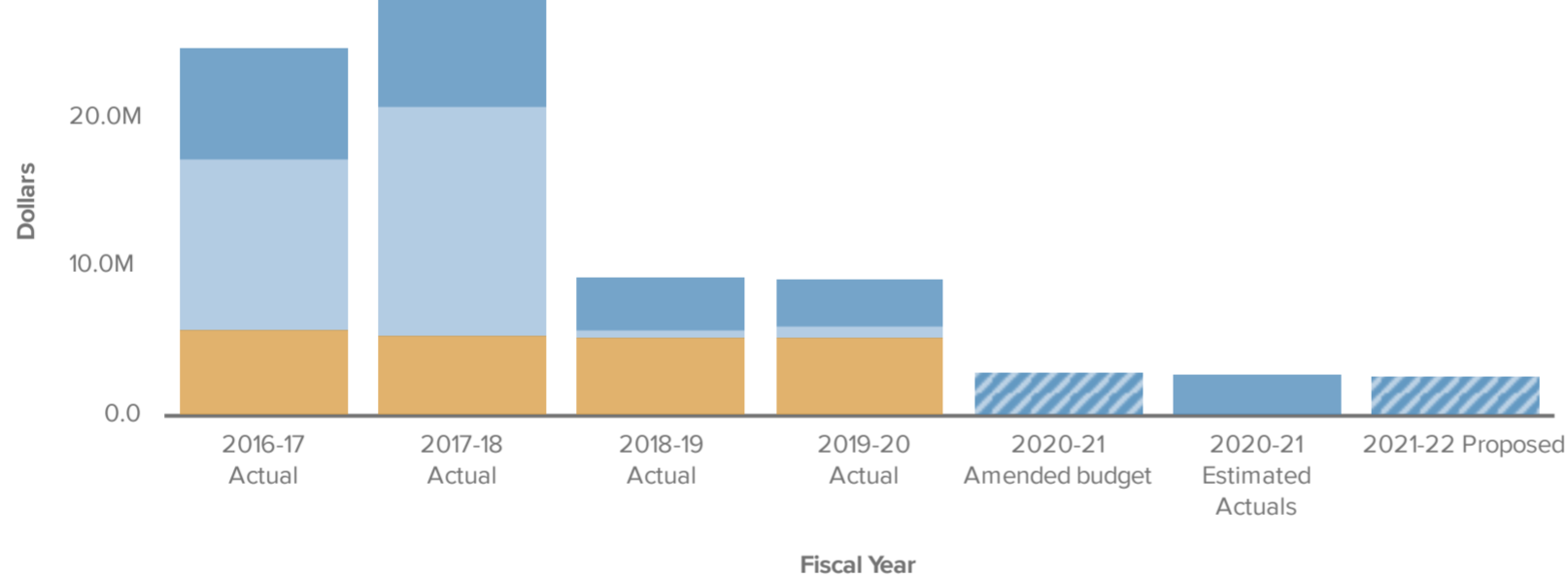
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**Funds** General Administration Revenues



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# Community Development Departmental Expenditures Summary

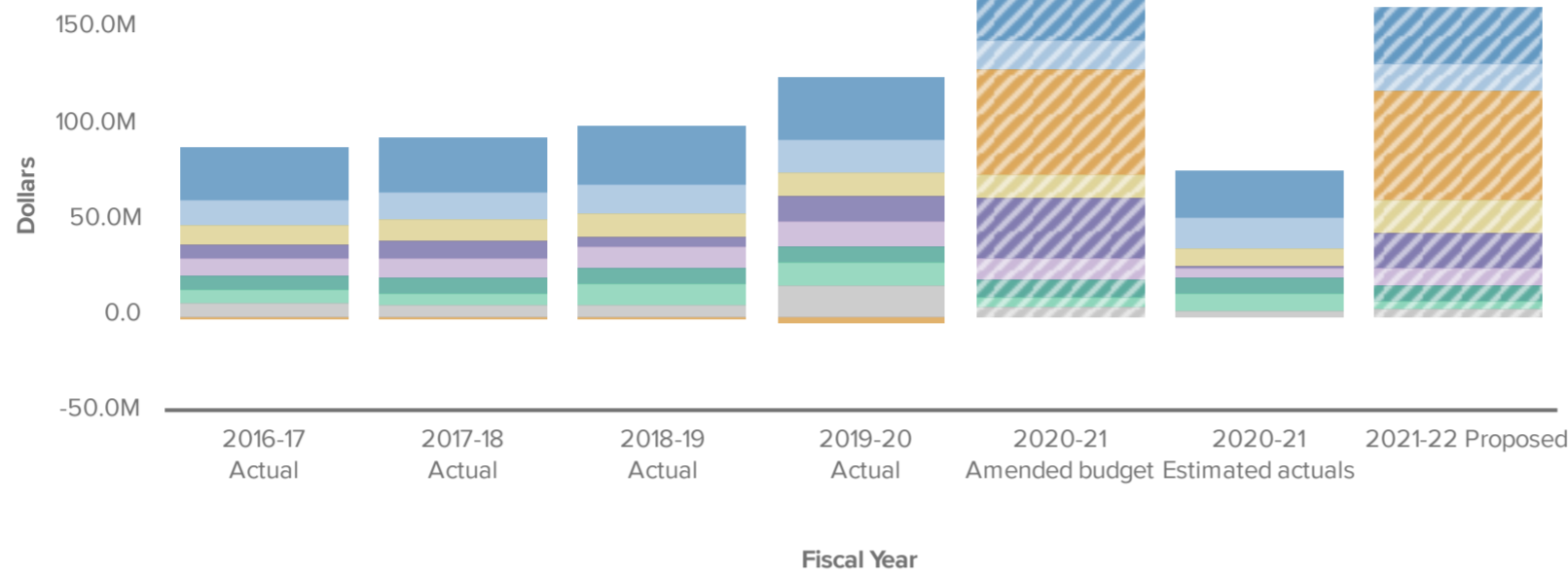
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**Expenses**

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- Salaries and Wages
- Fringe Benefits
- Project Control
- Services
- Fixed Assets & Capital Outlay
- Operating Expenses
- Utilities

## Authorized personnel

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**Division**

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- Planning
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- Housing and Economic Dev...
- Housing



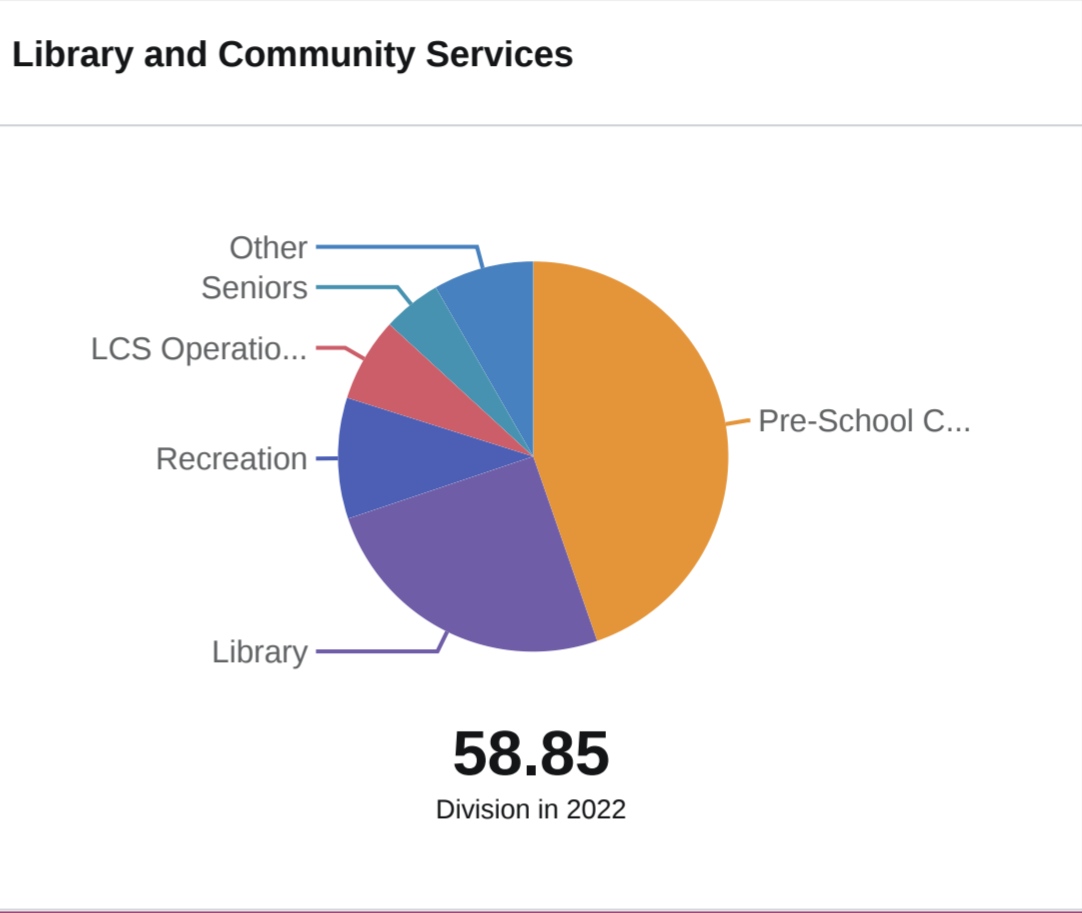
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# Library and Community Services

Library, Recreation, Childcare, Seniors, Community Events

## DEPARTMENT OVERVIEW

The Library and Community Services department provides public library and literacy services, recreation facilities and programs, childcare and senior centers, summer camps and afterschool care, athletic facilities and fields, and cultural and community events to enrich the lives of Menlo Park residents. The department's goals are to support children, families, older adults, lifelong learning, health and wellness, recreation, and quality care to build community and change lives for the better. The department operates twelve public facilities including the Main Library, Belle Haven Branch Library, Menlo Children's Center, Belle Haven Child Development Center, Belle Haven Youth Center, Arrillaga Family Recreation Center, Arrillaga Family Gymnasium, Arrillaga Family Gymnastics Center, Onetta Harris Community Center, Burgess Pool, Belle Haven Pool, and Menlo Park Senior Center. In 2021, construction will begin on a new, state-of-the-art new multigenerational facility to incorporate the current Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Youth Center, Belle Haven Pool and Belle Haven Branch Library. The new facility is slated to open in 2023.





Menlo Park Main Library as it appeared in 1962

## CHILDCARE SERVICES

The Belle Haven Child Development Center provides licensed, subsidized child development services for income-qualified children ages 3–5 and is partially funded through State grants. The program includes a nutritional component.

The Menlo Children’s Center provides licensed childcare for ages 18 months through five and a half years old, as well as after school care for school aged children. A full-day summer camp program is also provided. All care includes a nutritional component and academic support.

The Belle Haven Youth Center houses the Belle Haven After-School Program, providing

## YOUTH SERVICES

The Library provides early childhood literacy programs and storytimes; after-school homework tutoring for K-12 students; parent education and support programs; children's library books and audiovisual materials; spaces for teens to gather and engage with peers; and family-oriented informational and cultural events.

Youth recreation classes include health and fitness, dance, martial arts, cooking, art, music, performing arts, and crafts. Youth sports include skills classes for basketball and soccer, youth tennis classes, athletic field use by area little league baseball, and youth aquatics including swim meets and water polo.

## CIVIC ENGAGEMENT

The Library Commission advises the City Council on matters related to the services, programs, and facilities of the City's libraries and library systems.

The Parks and Recreation Commission advised the City Council on services, programs, and facilities related to the city's parks and recreation.

Newly formed in 2021, the Youth Advisory Committee formally engages teens in community service by advising the Parks and Recreation Commission on recreational and service programs.

The informal Teen Advisory Group (TAG) organizes library events and programs for teens

licensed childcare for school aged children, as well as a full-day summer camp program. A nutritional component and a homework program is included.

Recreation scholarships reduce financial barriers for youth to participate in city recreation and movement programs.

and shares ideas for library services, contests, gaming, and reading for teens.

## LIBRARY SERVICES

Menlo Park Library provides public access technology, books, audiovisual materials, educational and literary programs, and a robust suite of virtual library services and electronic resources.

The library also provides critical education and literacy support to vulnerable populations including adult literacy tutoring, English language acquisition, technology access, and after school homework support for students K-12.

## OLDER ADULT SERVICES

The Menlo Park Senior Center provides classes, social services, special events, recreation and social activities for older adults and residents over the age of 55.

Regular programs include a daily nutrition program and meal service, exercise programs, arts and crafts, peer counseling, insurance counseling, ESL courses, dance and fitness classes, telephone wellness checks, table games, lifelong learning classes, and food pantry distribution.

## RECREATION SERVICES

The department supports and provides a wide range of recreational and sports opportunities to the community including basketball, softball, little league, soccer, volleyball, floor hockey, badminton, fitness classes, martial arts, swimming, and more.

Outdoor recreation facilities include tennis courts, a skate park, picnic areas, sports fields, two dog parks and Bedwell Bayfront Park, a 160-acre open space area with walking trails along San Francisco Bay.

## STRATEGIC AND MASTER PLANS

The [Library and Community Services Strategic Plan Update: 2020 and Beyond](#) is a detailed yet flexible roadmap and performance metrics for the efficient and effective use of department facilities, services, programs, resources, and personnel to serve the Menlo Park community. As is appropriate and necessary in the dynamic and fluid environments in which local governments typically operate, the Strategic Plan Update is a living document that is periodically updated to remain aligned with new operational circumstances, emerging opportunities, and evolving community needs over time.

The [Parks and Recreation Facilities Master Plan](#) is intended to provide a road map to guide decision making to help the City maintain, manage and develop its park, open space and recreation facility system for the next 20 years. The Master Plan

## VOLUNTEER SUPPORT

The City of Menlo Park is fortunate to have the support of multiple corps of skilled volunteers who generously give their time and talent to enhance services and resources to the community

[Friends of Menlo Park Library](#) is an independent nonprofit organization whose sole mission is to fundraise and support Menlo Park Library programs and services. Organized as a 501(c)(3) charitable nonprofit, Friends of Menlo Park Library is an all-volunteer organization that fundraises primarily by accepting donations of gently used books and reselling them through library booksales and a small bookstore in the Main Library, in addition to accepting direct financial donations.

[Menlo Park Library Foundation](#) is an independent nonprofit whose sole mission is to support Menlo

studies the existing park and recreation facilities, and identifies a planning blueprint to expand, improve and protect these assets and provide recreational opportunities for the future.

The Bedwell Bayfront Park Master Plan provides a vision to guide the development of this unique urban-wildland interface parkland for the next 25 years. The park was originally envisioned and designed to be a passive recreation park with access to nature, scenic views, and proximity to San Francisco Bay. Through an extensive public outreach process that was completed for the project in 2017, these key characteristics of the park were retained as an important guiding principle.

Park Library special programs and capital projects through private philanthropic support. Organized as a charitable 501(c)(3) nonprofit, Menlo Park Library Foundation is an all-volunteer organization that fundraises primarily by accepting direct financial donations from private individuals and entities that seek to improve the local community through public library program and facility enhancements.

Individual volunteers provide welcome additional support for a wide range of program activities, including senior center programs, library programs, food pantry distribution, homework tutoring for students, special events, community garden programs, and adult literacy and ESL tutoring.

## Library and Community Services Departmental Revenue Summary (ALL FUNDS)

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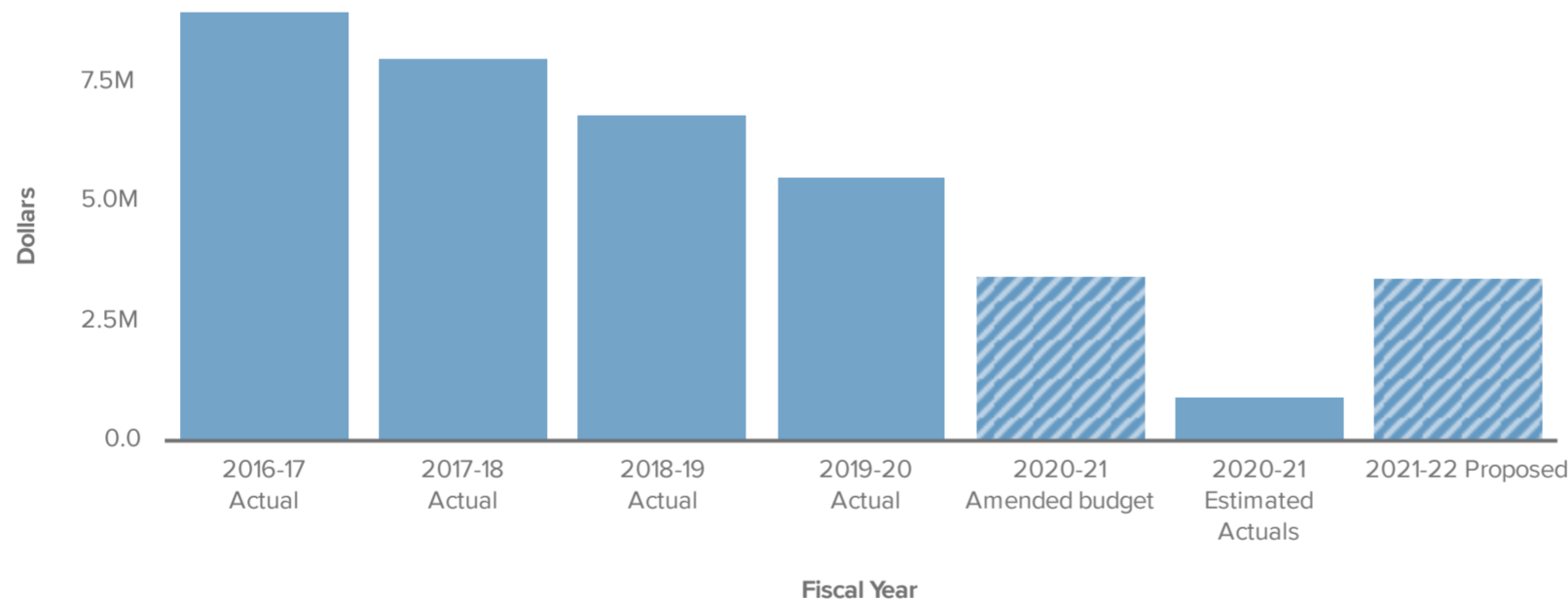
**Funds** Library and Community Services Revenues

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● Governmental

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# Library and Community Services Departmental Expenditures Summary (ALL FUNDS)

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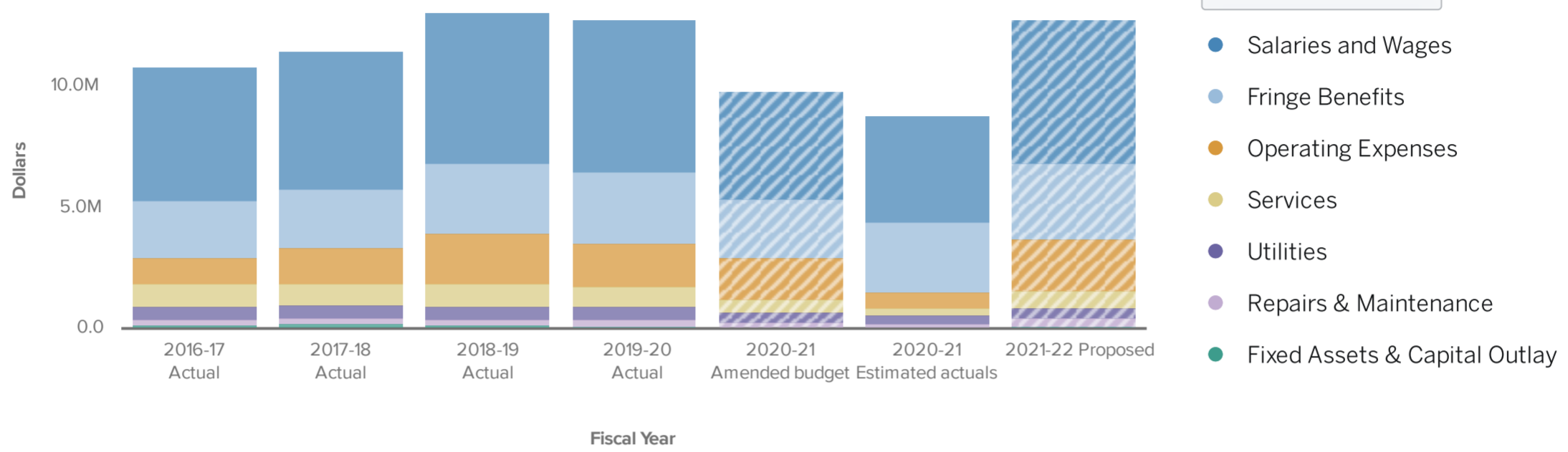
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Broken down by Expenses Library and Community Services



Visualization

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# Authorized Personnel

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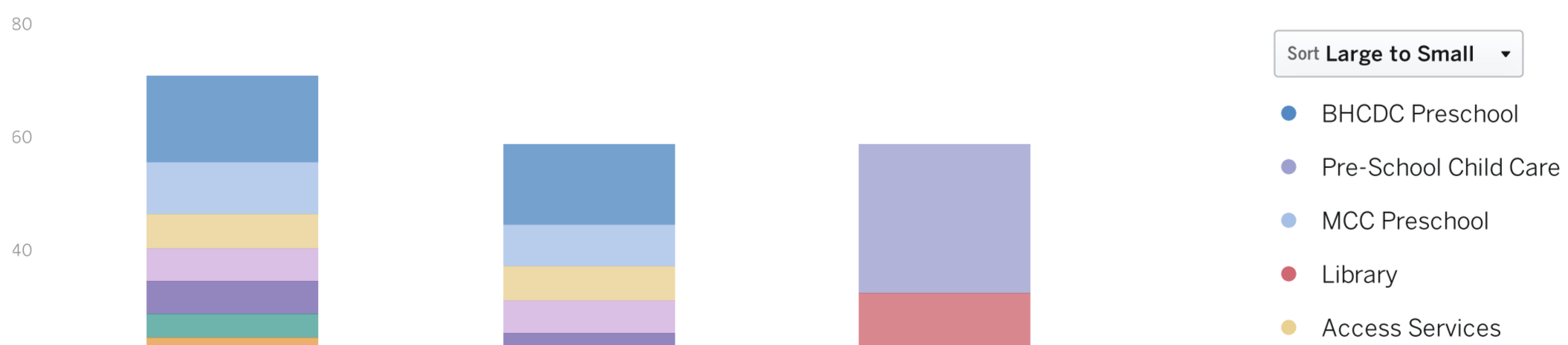
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- [Go back to the Community Development Department](#)
- [Continue to the Police Department](#)



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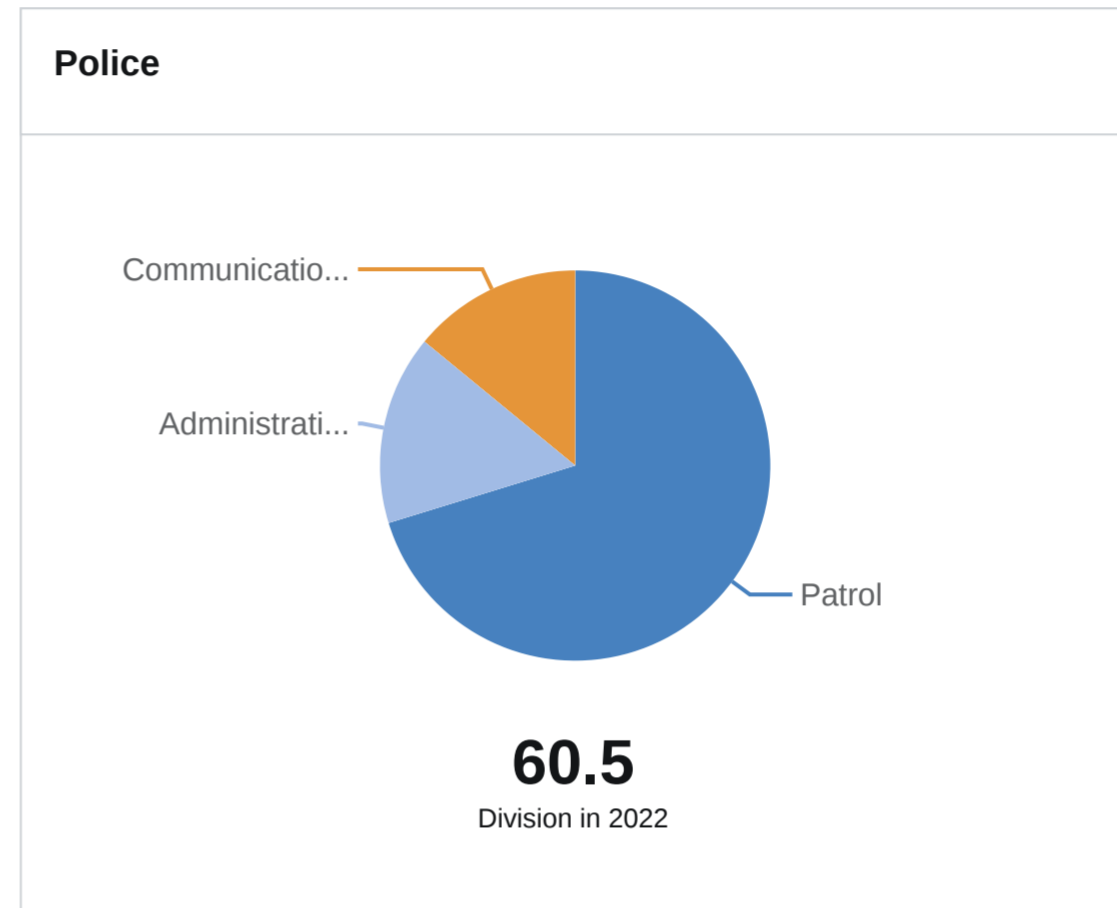
# Police Department

Administration, Patrol, 911 Dispatch and Communications, Special Operations

## OVERVIEW

The Menlo Park Police Department is responsible for general public safety and order for our residents and visitors. The Police Department operates a full-service police agency administering public safety - committed to protecting lives and property, preventing crime, maintaining public order, thoroughly investigating crimes, enforcing municipal codes, traffic enforcement and partnering with our community. The members of the Menlo Park Police Department are dedicated to providing high quality service to the public through swift response, fairness, and equity towards every person we contact.

Operationally, this department provides the following services:



## ADMINISTRATION

The Administrative Division consists of department command staff, records, property & evidence, police training and emergency preparedness personnel. This includes department operations where records staff processes citations subpoenas, parking permits, crime statistics reporting, property and evidence management, coordination with the District Attorney's office and preparing case information. Additionally, this division is responsible for the professional development of police employees by planning and implementing training that meets or exceeds legal mandates. The division coordinates with the

## PATROL

The Patrol Services Division is the most visible part of the Police Department, consisting of uniformed officers and professional staff who are making contact with residents, business owners and visitors on a daily basis. Patrol Services provides the first level of police response to a myriad of emergency and non-emergency calls. During fiscal year 2019–2020, the Patrol Services Division handled over 23,000 calls for service and over 16,000 officer initiated incidents. Patrol Services include: traffic and parking enforcement, community service and community safety police officer programs, code enforcement, special events

## INVESTIGATIONS

The Investigations Division is comprised of the General Investigations Unit and the Special Investigations Unit. The General Investigation Unit handles all assigned general criminal investigations while assisting patrol services at major crime scenes or with other complicated cases. Cases range from burglaries and robberies to large-scale frauds including identity theft, crimes against children, sexual assaults and homicides. Additionally, it conducts periodic probation and parole checks undercover operations, coordinating and working collaboratively with other law enforcement organizations and task forces on



## DISPATCH

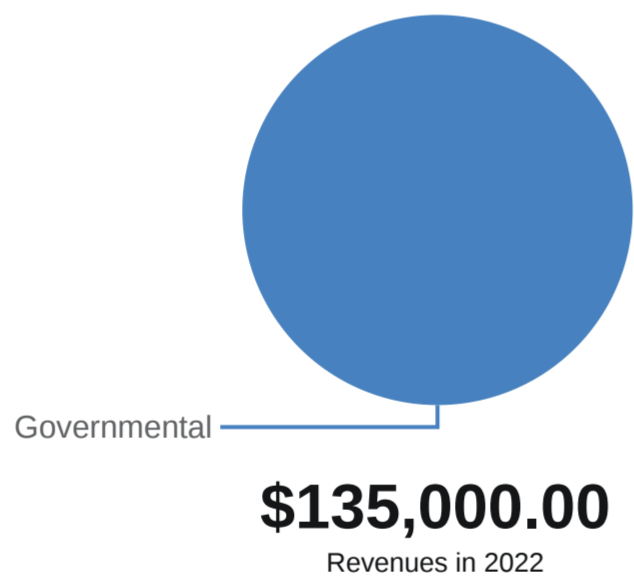
The public safety dispatch center is operational 24/7 including holidays and weekends in order to receive service calls from the public (and other agencies) as well as support officers via radio communications, and is considered an area Public Safety Answering Point (PSAP). Dispatchers run suspect and premise checks, verify identification and enter various other information into statewide databases, i.e., stolen vehicles, stolen property or missing persons. Our state-of-the-art dispatch center receives 911 calls from landline, VOIP and cellphone callers, and “text to 911” calls. In the past year, ninety percent of the nearly 10,000 emergency calls were answered in 10 seconds or less.

## 2020-21 Highlights

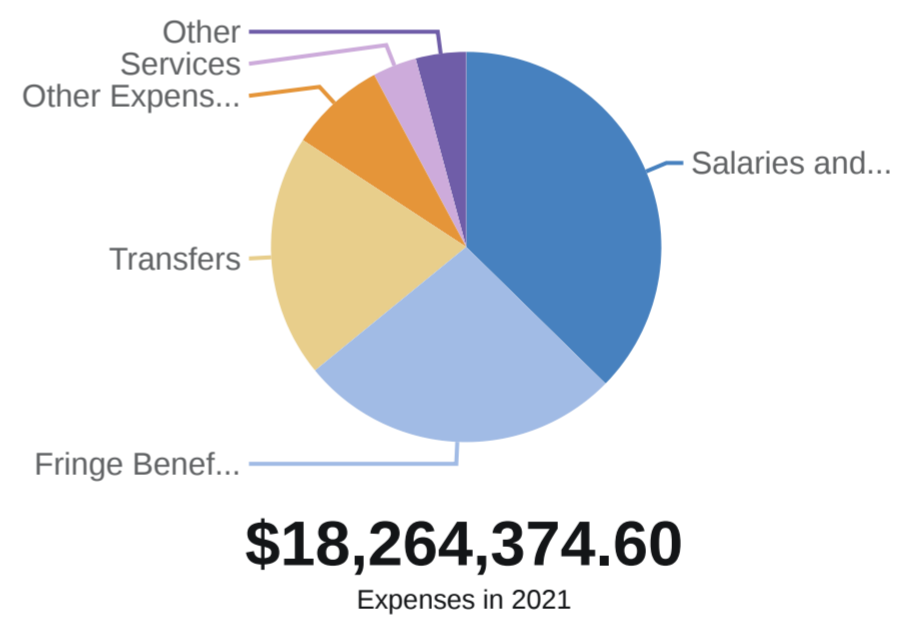
- The Police Department published the following information via the web detailing what we do daily to maintain community trust and transparency. [Building Community Trust](#)
- The Police Department Facilitated Implicit Bias Training for all Police Department Personnel and assured all policies were in compliance with the latest legislation and best practices involving use of force. Policies are all available online as required by law. The department also began plans to begin mandated stop-data reporting by putting technical assets in place to collect, process and relay this data to the state, as well as protocols and training to assure officers are ready to comply with this new requirement at the beginning of 2022.
- Even though City buildings closed, records was able to navigate transitioning many duties to an electronic platform in order to serve the public, i.e. records requests, clearance letters, permit requests, etc. via email. Those items that could not be done electronically were handled by our dispatch center that was fully staffed at all times. Menlo Park also successfully installed a new records counter that is both a security measure and aesthetically pleasing.
- The department prepared for and facilitated “Community Listening Sessions” to solicit feedback on how the organization is perceived and how the department is meeting community expectations.
- Amidst the COVID Pandemic, in these uncertain and unprecedented times, Police field units continue to patrol and respond to a myriad of calls for service with little to no discretion or control of person-to-person (human to human) interaction. Despite soaring temperatures of Summer, inclement weather of Winter and the choking smoke of extended fire season all coupled with the ever-present risk or COVID exposure, P.D. staff continue to answer the call. Despite shelter-in-place orders and reduced public dining and shopping, MPPD Officers still responded to over 20,000 calls for service from the public. Police Department staff continue to provide superior public safety services to the Menlo Park Community including miscellaneous service calls, medical aid calls, emergency responses and various critical incidents.



Police departmental revenues (ALL FUNDS) 2021-22



Police Departmental Expenditures 2021-22



# Police Departmental Revenue Summary (ALL FUNDS)

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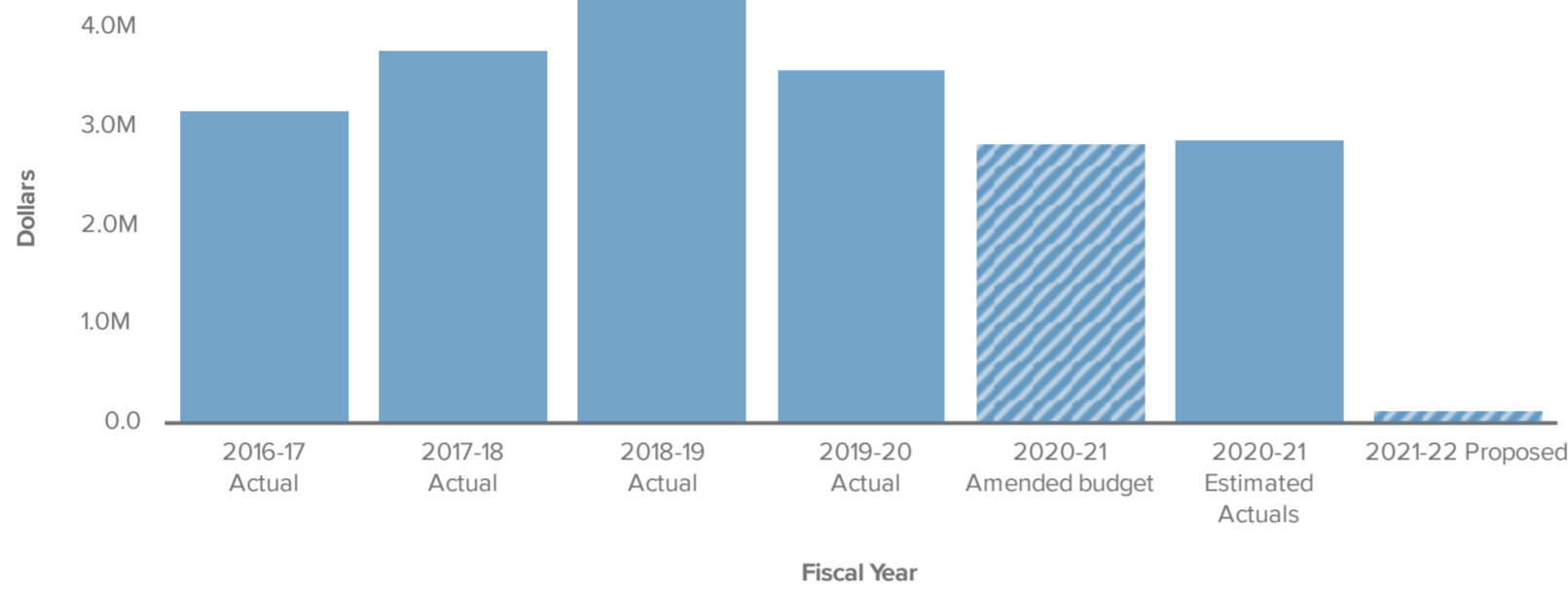
**Funds** Police Revenues

Table Line Area Pie Bar

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# Police Departmental Expenses Summary (ALL FUNDS)

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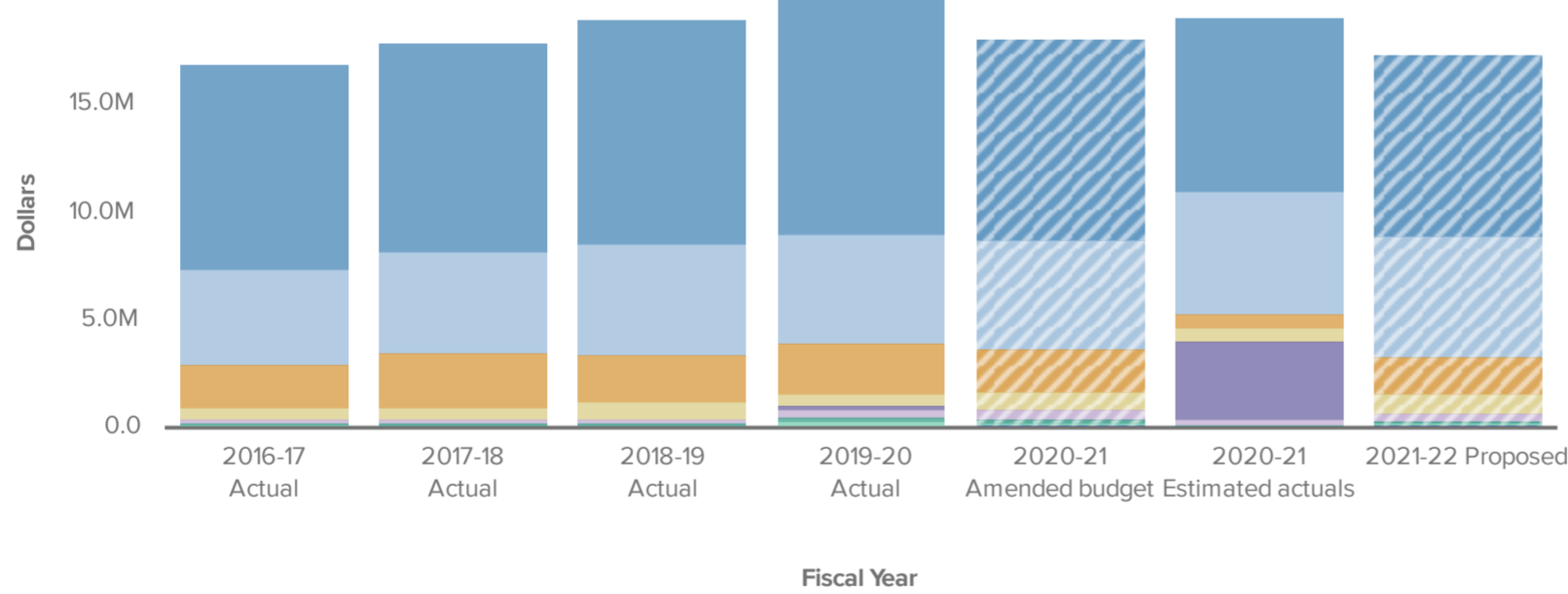
**Expenses** Police

Table Line Area Pie Bar

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- Salaries and Wages
- Fringe Benefits
- Operating Expenses
- Services
- Transfers
- Repairs & Maintenance
- Utilities

Visualization



# Authorized personnel

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Division { } Police x

Visualization

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Sort Large to Small ▾

- Patrol
- Administration
- Communications
- Special Operations

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- [Continue to Public Works Department](#)



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# Public Works Department

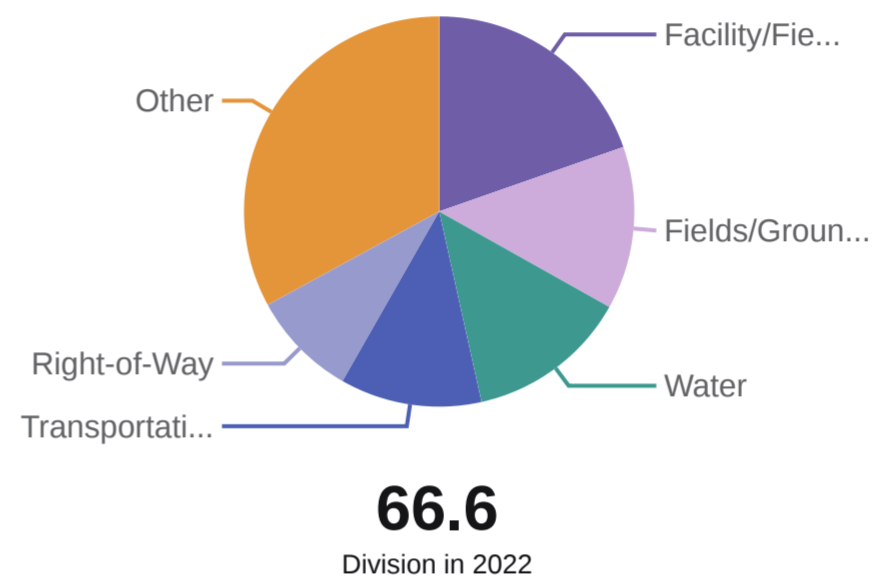
Engineering, Maintenance, Transportation

## Overview

The Public Works Department is responsible for building and maintaining the City's infrastructure and facilities, and for providing street, sidewalk, water, stormwater, parks, trees and transportation services.

The Department protects the City's investments in infrastructure and public facilities to ensure the health and safety of the community in an efficient, sustainable and cost effective manner. This Department consists of three Divisions: Engineering, Maintenance and Transportation.

### Public Works



## ENGINEERING DIVISION

Engineering has three sections: Capital improvements, Development services, and Utilities.

### Capital improvement section

This section manages the City's capital improvements, including construction and maintenance of City infrastructure and facilities. The design of capital improvement projects is done in-house or in conjunction with professional consultants. Capital improvement projects are publicly and competitively bid and built by general contractors. Each year, this section assesses the infrastructure needs and develops a five-year improvement plan and budget. These projects include street and parks improvements, sustainability projects, and rehabilitation of city facilities, as detailed in the annual capital improvement plan. The program is managed by staff and supported by consulting firms.

### Development services section

The Development services section ensures that private development and activities within the public right-of-way meet the required standards and conditions set by the City. The section manages encroachment permits for private developers, utility companies, property owners and contractors working within the City's public right-of-way ensuring that the infrastructure constructed both on private property and in the public-right-of-way meets the appropriate engineering standards and regulatory requirements for grading, drainage, Federal Emergency Management Agency compliance and stormwater management. Development services provides timely comprehensive plan review and inspection. Given the number of large projects currently in construction and the overall private development activity levels, the section also depends on consultants for plan checking and contract inspectors.

### Utilities section

The Utilities Section manages Menlo Park Municipal Water, the City's storm drain system and the leachate and gas collection systems at Bedwell Bayfront Park.

Menlo Park Municipal Water provides safe and reliable potable water to 16,000 customers through 55 miles of water mains and 4,400 service connections (residential, commercial, industrial, institutional, irrigation, and fire) ensuring that water quality meets Federal Safe Drinking Water Act standards. The water distribution system includes a pump station and two reservoirs holding 5.5 million gallons of potable water. The Utilities section manages new water connections, oversees the cross-connection control program, handles water billing, enforces water conservation regulations, evaluates potable water reliability and alternate sources of water, and develops and manages the water infrastructure, such as emergency well and water main replacements. As part of the stormwater management effort, the Utilities section assesses flood risk and storm preparedness; plans for flood protection and infrastructure needs; participates in OneShoreline, the San Mateo County Flood and Sea Level Rise Resiliency District; implements pollution prevention policies ensuring compliance with the National Pollution Discharge Elimination System permits; meets regulatory requirements protecting creek and bayland habitats; and coordinates with regional entities on stormwater management. Stormwater capital projects are also developed and managed by the Utilities section.

The City owns Bedwell Bayfront Park, a former landfill that closed in 1984. The Utilities section manages the leachate and gas collection, handles systems in accordance with the State Water Resources Control Board and Bay Area Air Quality Management District regulations, and plans for capital improvements. The program is managed by staff and supported by consulting firms.

## **MAINTENANCE DIVISION**

The Maintenance Division provides many of the basic services affecting the daily lives of everyone living, working, visiting and commuting within the City. This Division supports all other departments through facilities, parks, fleet, trees and streets.

### **Facilities section**

Facilities provides operations, maintenance and repair services for the 26 City-owned facilities, totaling over 250,000 square feet of building space. The Facilities section is managed by staff and supported by contractors to manage custodial services, commercial kitchens, elevators, burglar alarms, fire alarms, interior and exterior surfaces, heating, ventilation, air conditioning, pest control, electrical power, lighting and more. Facilities staff also manage minor remodel and repair projects, which have been critical to ready facilities to provide in-person services as the pandemic subsides and for preparations for the construction of the Menlo Park Community Campus project. This section also provides the increased custodial services that have been required in response to the pandemic.

### **Fleet section**

The Fleet section acquires and disposes of vehicles and equipment, provides preventive maintenance and repairs on vehicles and equipment, and purchases parts and accessories. Currently, the section maintains 200 vehicles and large pieces of equipment, 50 small pieces of equipment and four emergency generators. The section also maintains the underground fuel storage tank system and sells fuel to four outside agencies via shared service agreements.

### **Parks section**

Parks maintains and renovates 14 parks and 2 open spaces, 14 playgrounds, 2 dog parks, 9 sports fields, 14 tennis courts, facility grounds, 8 parking plazas and irrigation equipment and medians. This section is responsible for management of the City's herbicide free parks program and maintains landscaping and turf at City parks and facilities. Parks staff is supported by contract services to maintain over 250 acres of parks and open space, including approximately 85 acres of developed parks and grounds. This section has also provided significant support to the temporary street closures along Santa Cruz Avenue to support temporary outdoor use, by placing and maintaining potted trees and plants to improve the ambiance of the space. The Parks section has made significant sustainability improvements to City parks

and grounds to reduce potable water use, by removing turf areas and increased plantings with native California species.

## Streets section

The Streets section ensures City's streets are clean and safe by properly maintaining sidewalks, pathways, bicycle bridges and parking lots. City staff and private contractors perform street sweeping, street light and traffic signal maintenance, street striping, storm drain cleaning and emergency pavement repairs. The Section is responsible for approximately 97 miles of streets, 4,000 traffic/street signs, graffiti abatement and public sidewalk hazard reduction through the sidewalk repair and replacement programs. This section has also provided significant support to the temporary street closures along Santa Cruz Avenue to support temporary outdoor uses, by procuring, placing and maintaining the barricades and signs.

## Trees section

Management of the urban forest falls under the Tree section, which promotes a pleasing natural environment with related social, economic and environmental benefits. The Section oversees the heritage tree ordinance, requiring permits for pruning and removing heritage trees on public and private property. In addition, the program maintains 20,000 public trees located in streets, parks and city facilities.



## TRANSPORTATION DIVISION

The Transportation Division strives to efficiently move people and goods throughout Menlo Park by providing a transportation network through planning, engineering, and education. The Division works to reduce traffic congestion by promoting ride-sharing, bicycling, walking and commute options such as bicycle education and safety programs and securing bicycle and pedestrian infrastructure improvement grants. The City's shuttle program offers residents and local employers free connections between the Caltrain station and key destinations around the City. The Division, with assistance from contractors and consultants, maintains 42 traffic signals, over 2,200 streetlights and all signs and roadway markings throughout the City.

## 2020-21 HIGHLIGHTS

- Received the Tree City USA Growth Award from the Arbor Day Foundation, and implemented many of the City's new Heritage Tree Ordinance requirements
- Accepted into the Federal Emergency Management Agency community rating system that provides flood insurance premium discounts for residents and businesses
- Developed the 2020 Urban Water Management Plan

## 2021-22 BUDGET & INITIATIVES

Despite the COVID-19 pandemic, the demand for public works services has continued. All of public works core services have continued to operate, including critical maintenance functions, operation and management of the water system, capital project design and construction, permitting and inspection in the public right-of-way, and transportation services.



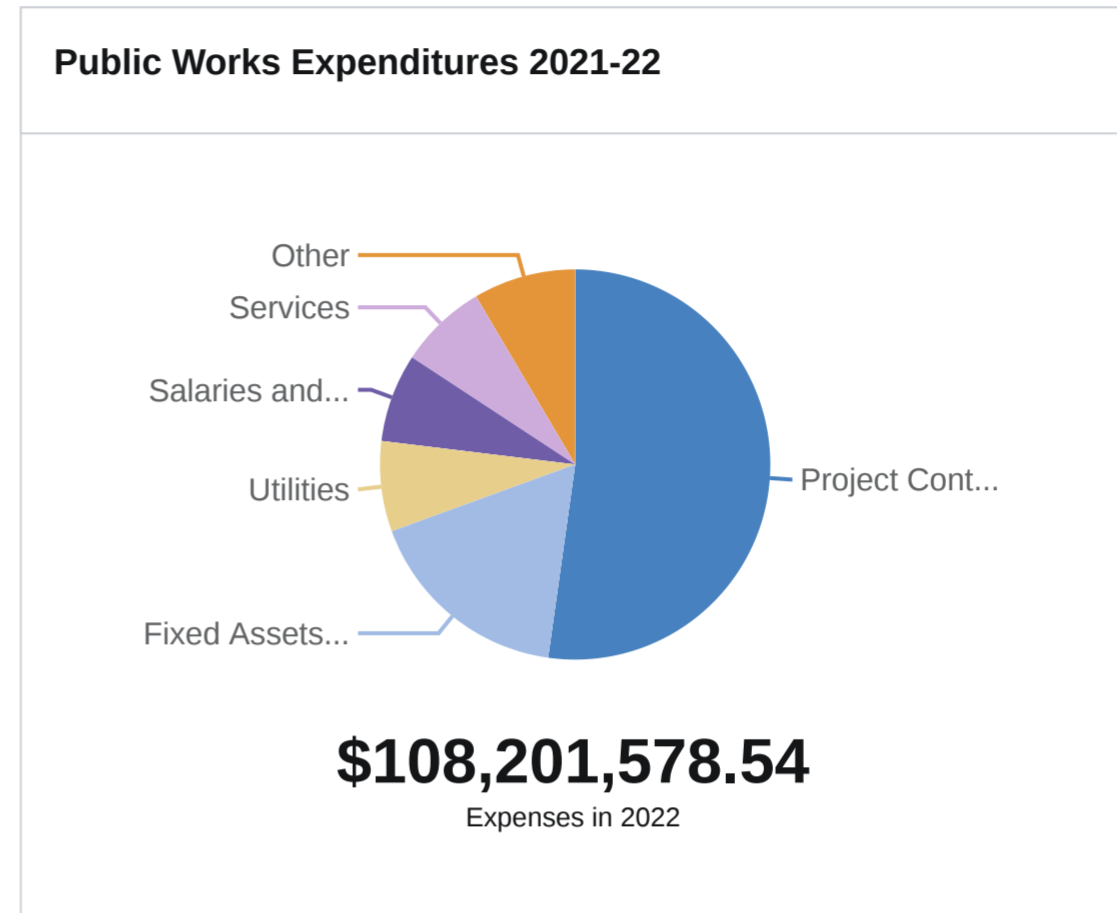
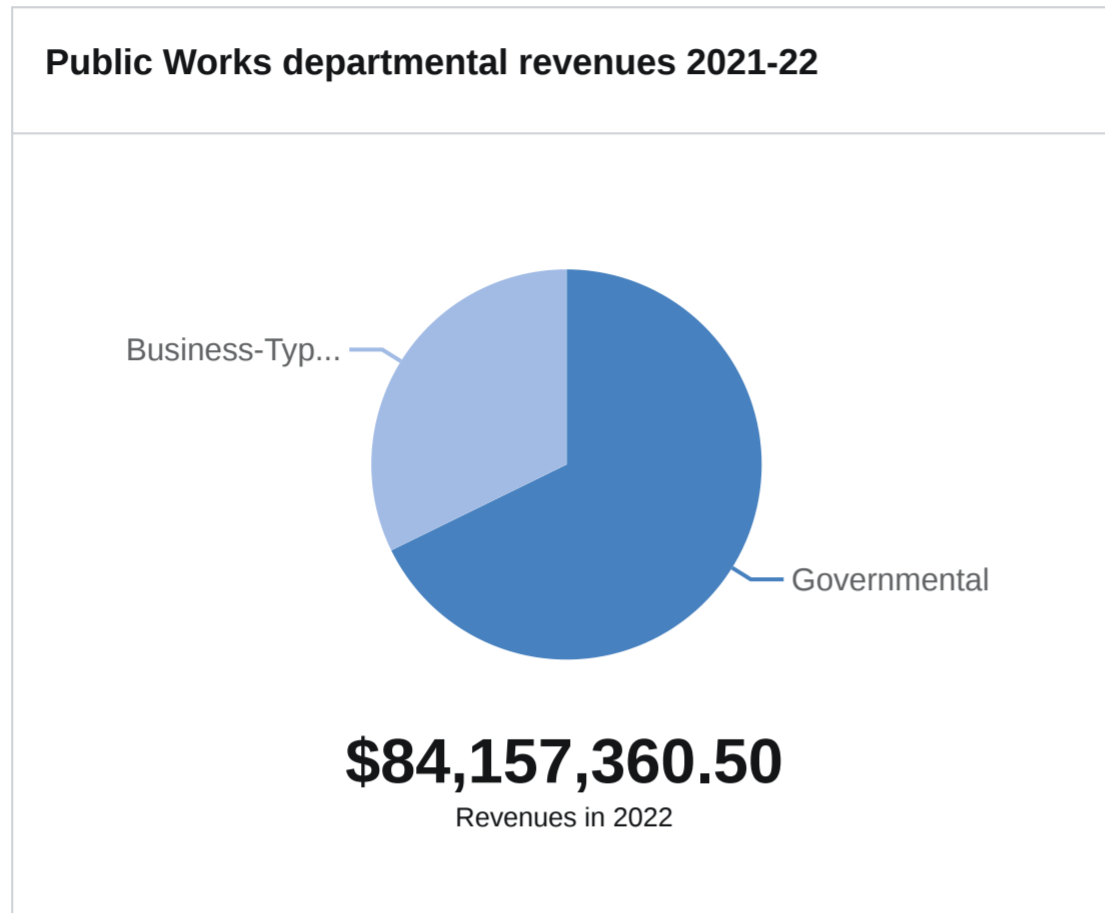
- Completed the remodel of the police lobby
- Completed the Santa Cruz and Middle Avenues street rehabilitation project
- Through partnership with other agencies, began construction of the Bayfront Canal and Atherton Channel flood protection and habitat restoration project
- Completed the hydration station project, retrofitting 29 indoor and outdoor drinking fountains ion of five Nealon Park tennis courts
- Completed the 2019 and 2020 street preventive maintenance projects
- Installed permanent turn restrictions in the Willows neighborhood
- Completed the 2019 Citywide engineering and traffic survey and updated speed limits around the City
- Continued implementing strategies identified in the department's organizational review for improvement, including updating standard engineering details, documenting maintenance service levels, and initiating accreditation of the department by the American Public Works Associations
- Implemented asset management and work order system (Cartegraph)
- Adopted the Transportation Master Plan
- Continued collaboration with Facebook on the construction of a new community center and library in the Belle Haven neighborhood
- Completed construction on the Pierce Road sidewalk gap closures
- Began the development of a self-evaluation and transition plan pursuant to the Americans with Disabilities Act
- Began the design of the Bedwell Bayfront Park landfill leachate and gas collection and control systems improvements
- Began construction of the Ravenswood Avenue-Laurel Street Intersection Improvement project
- Secured grant funds (\$520,00) for the Bedwell Bayfront Park entrance improvements project, automated meter infrastructure project (\$500,000)
- Began negotiations with the Ravenswood School District and Menlo Park Fire Protection District for emergency water supply/storage facilities
- Implemented the newsrack ordinance adopted by the City Council in June 2020
- Supported ongoing construction of major redevelopment projects, including projects at Middle Plaza at 500 El Camino Real and Springline at 1300 El Camino Real, Facebook

The department has significantly altered operations to ensure safety of employees and the public and adapted the encroachment permitting process to be fully paperless and electronic. In many cases, increased demands for maintenance have occurred, such as that for public outdoor spaces and custodial/cleaning services in City facilities. In addition, permitting and inspection, such as that for utility improvements for improved internet and communication services, demands also continue to be high as many residents and children are working and learning virtually. As such, this budget proposal substantially retains funding for these services.

**Department goals and initiatives for fiscal year 2021-22 include:**

- Continue to reduce the capital project backlog
- Advance efforts to plan, fund and construct resiliency projects, such as SAFER Bay
- Begin to implement the recently adopted Transportation Master Plan, with a focus on projects that reduce vehicle miles traveled
- Continue timely processing of encroachment permit and development applications
- Identify the next phase of water system capital projects, including emergency supplies, to ensure the reliability of the system
- Complete American Public Works Association accreditation

- Continued progress on the Transportation Management Association feasibility study



## Public Works Departmental Revenue Summary (ALL FUNDS)

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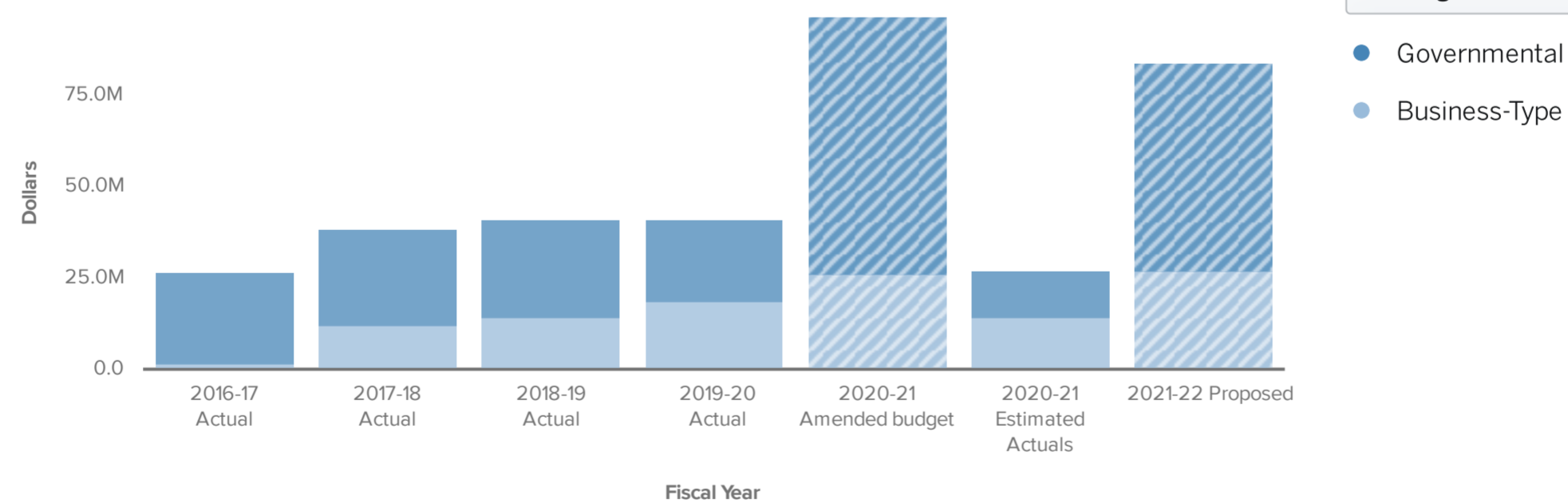
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**Funds** Public Works Revenues



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Visualization



# Public Works Departmental Expenditure Summary (ALL FUNDS)

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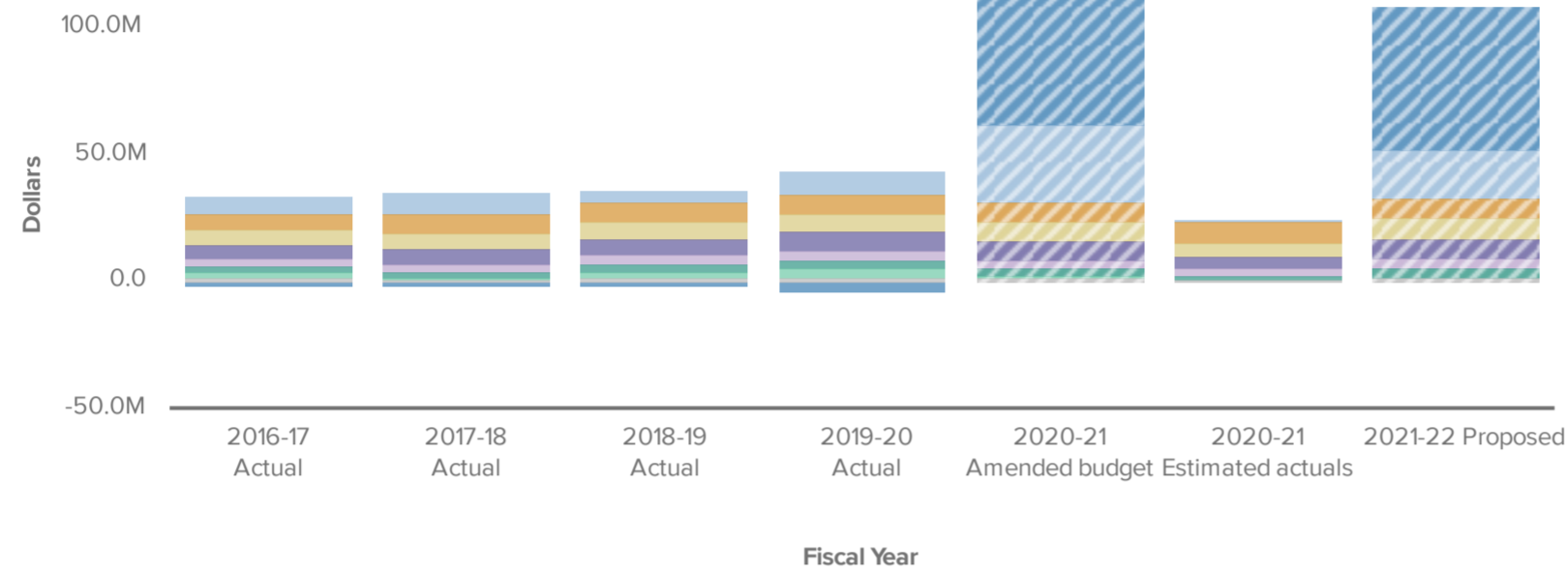
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Broken down by  
**Expenses** Public Works



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## Visualization



- Project Control
- Fixed Assets & Capital Outlay
- Utilities
- Salaries and Wages
- Services
- Fringe Benefits
- Operating Expenses

# Authorized Personnel

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**Division** Public Works



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## Visualization



- Maintenance
- Engineering
- Transportation
- Facility/Field Capital Project
- Fields/Grounds



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- [Continue to Non-departmental discussion](#)



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# Non-Departmental

## Department Overview

### Overview

In addition to expenditures that are directly related to departmental operations, there are also significant expenditures that are not directly attributable to the departments or have already been factored in the department expenditures as an internal service fund transfer. Two of the most notable of the expenditures not attributable to operating departments are the General Fund's transfer to the General Capital Fund to operate the Capital Improvement Plan and the debt service on the recreation general obligation bonds. Before fiscal year 2014–15, these expenditures were shown in the finance operations, which inflated the department's budget. It also made any sort of trend analysis difficult because transfers can fluctuate significantly year-over-year. Starting in fiscal year 2014–15, these expenditures were pulled out of the Administrative Service Department's budget and reflected in a separate section referred to as non-departmental. In addition, for fiscal year 2021-22, a contingency budget has been incorporated into the non-departmental budget to plan for City Council priorities which require additional scoping. Following the City's budgeting and accounting principles, these budgeted expenditures may be moved within a fund by the City Manager to better allocate toward anticipated needs. As with fiscal year 2020-21, the budget is likely to undergo substantial changes throughout the course of the fiscal year as the City recovers from the effects of the pandemic.

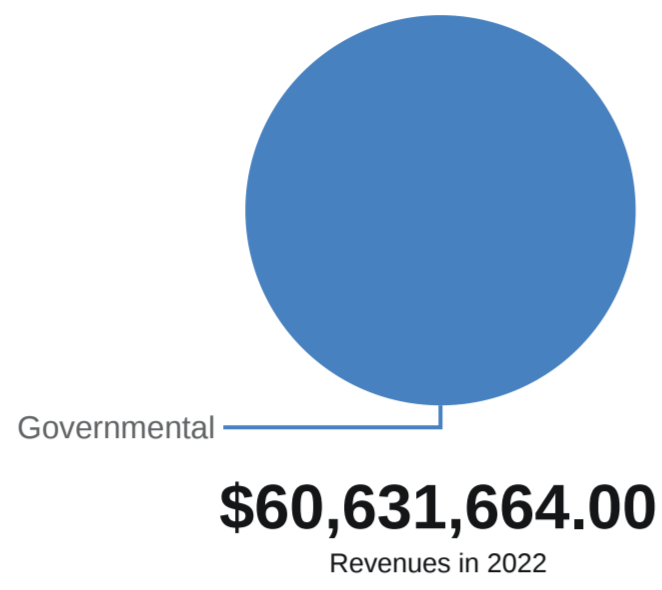
Since the 2017–18 fiscal year, Internal Service Funds have been used for workers' compensation, general liability, and retiree medical payments. Internal services are billed to user departments through an allocation formula and each department's expenditures includes charges equal to charges paid by these internal services. Also since fiscal year 2017–18, non-departmental fringe benefits include expenditures such as the vacancy factor (a credit to expenditures) and the



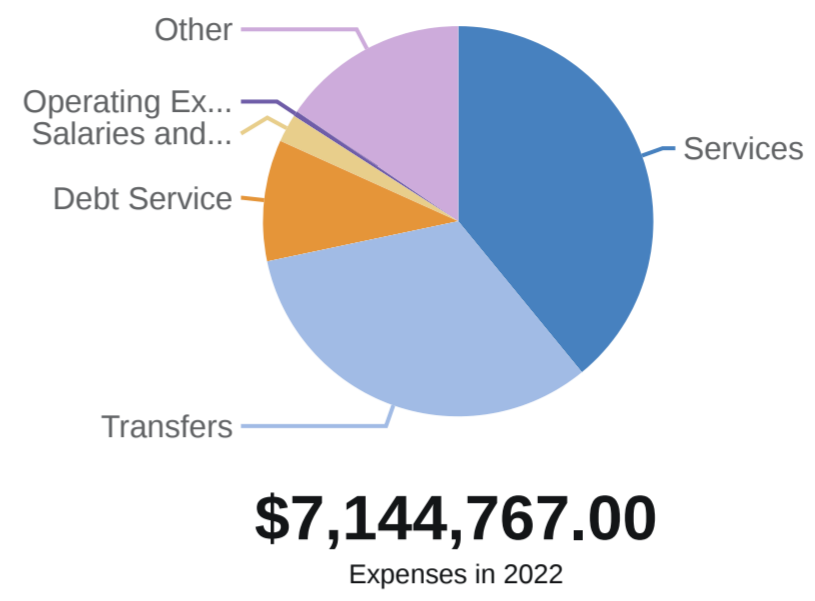
management incentive program. Both of these fringe benefit items cannot be accurately assessed at the department level during budget preparation and are best budgeted at the non-departmental level. Inclusion of the vacancy factor as a credit to fringe benefits has created confusion when comparing budget to actual expense on the department level. For fiscal year 2020-21 the vacancy factor was removed, but has been reintroduced for fiscal year 2021-22 with a rate equal to 7 percent of variable personnel expenditures. This rate is lower than pre-pandemic experience and includes the expectation that there will likely be greater movement following the pandemic's recovery. Similarly, the management incentive program was previously budgeted in the Administrative Services Department and the amount was moved to non-departmental for fiscal year 2017–18. For fiscal year 2020-21, the management incentive program was suspended in order to limit expenditures, but is included in fiscal year 2021-22.

As reflected below, fiscal year 2021–22 expenditures in the non-departmental category are budgeted at \$7,144,767. Transfers to the General Capital Fund for Capital Improvement Plan use have the largest impact and are budgeted at \$3,050,5000 with an additional \$846,400 being transferred between other funds as well. \$1,041,281 has been budgeted for debt service related to the Recreation (Measure T) General Obligation Bonds. Removed from the non-departmental expenditure budget is the additional payments to CalPERS to reduce unfunded pension liability. Following City Council direction, an estimate for the cost of using a lower discount rate in pension obligations has been created and may be incorporated into either departmental or non-departmental budgets following consideration.

**Non-departmental revenues 2021-22**



**Non-departmental Expenditures 2021-22**



## Non-Departmental Revenue Summary (ALL FUNDS)

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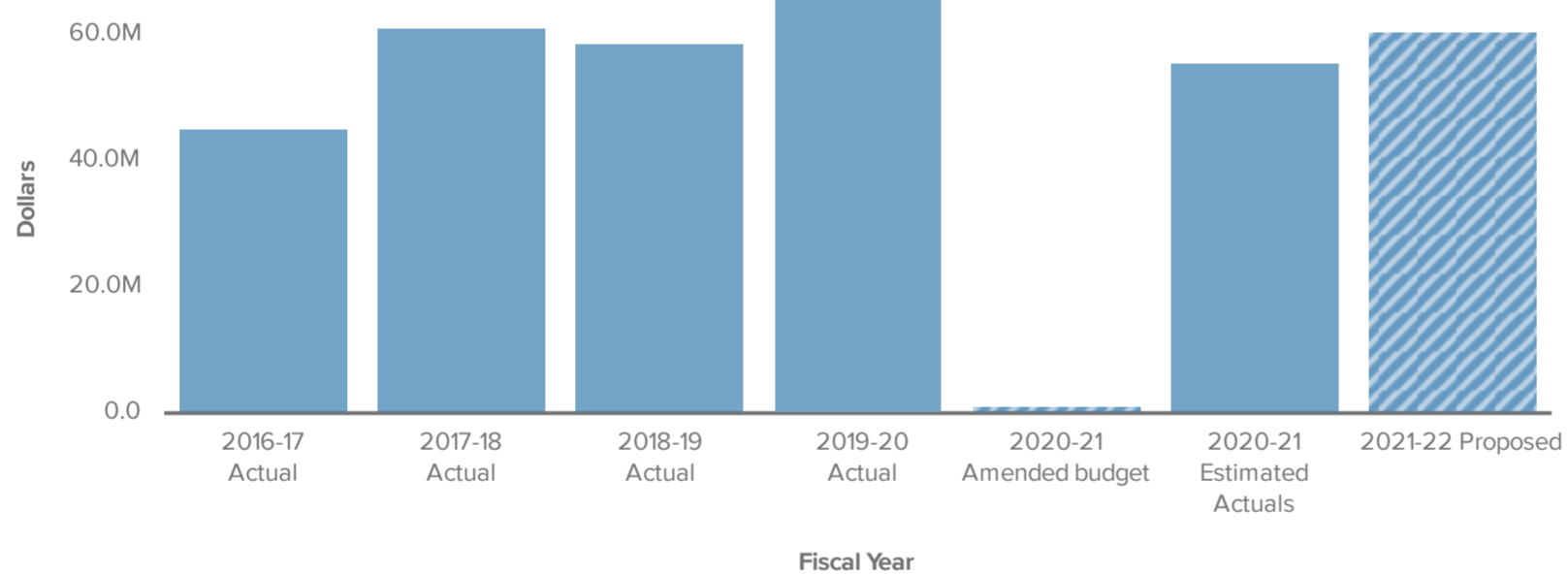
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**Funds**



Visualization

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# Non-Departmental Expenditures Summary (ALL FUNDS)

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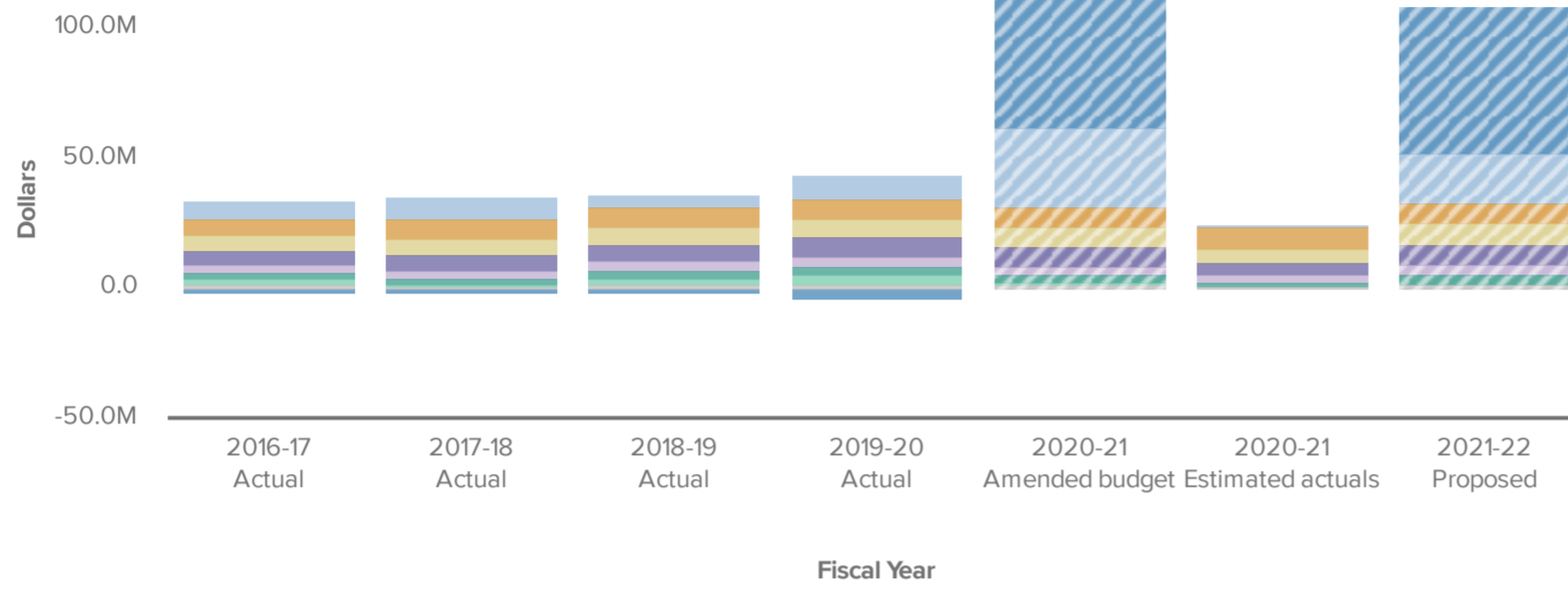
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Expenses Public Works



Visualization



Sort Large to Small ▾

- Project Control
- Fixed Assets & Capital Outlay
- Utilities
- Salaries and Wages
- Services
- Fringe Benefits
- Operating Expenses

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# Five-Year Capital Improvement Plan

## Introduction

This five-year Capital Improvement Plan (CIP) is the community's vision for short- and long-range development, maintenance, improvement and building of new infrastructure assets to benefit our residents, businesses, property owners and visitors. It provides a linkage between the General Plan, various master planning documents and budget, and provides a means for planning, scheduling and implementing capital projects over the next five years. The CIP provides a long-term approach for prioritizing and selecting new projects in the City. Although the plan document is updated annually, it allows the reader to review projects planned over the five-year timeframe and provides an overview of works in progress. The CIP is intended to incorporate the City's investments in infrastructure development and maintenance (i.e., capital improvements) with other significant capital expenditures that add to or strategically invest in the City's inventory of assets. Studies and capital expenditures of less than \$75,000 are not typically included in the CIP.

## Procedures for Developing the Five-Year Capital Improvement Plan

Typically, procedures for developing the five-year CIP utilize the City's forecasting, project evaluation and community engagement processes. However, given significant reductions in last year's capital program, this year's five-year CIP focuses on continuing to reduce the backlog of ongoing capital projects, address critical deferred maintenance, and identify projects that support ongoing land development projects in the City, by applying the strategy described below.

## Identifying projects.

In the past, department managers would initiate requests for new projects and modifications to or re-prioritize of existing projects. These requests, along with supporting information, would be prepared as part of the annual budget process.

In the past five years, the City has invested in the development of long-term infrastructure planning efforts, including the Parks & Recreation Master Plan, Green Stormwater Infrastructure Plan, Zero Waste (Trash & Recycling) Plan, Information Technology Master Plan, Bedwell Bayfront Park Master Plan, Water System Master Plan, Stormwater Master Plan, Transportation Master Plan, and, most recently, an updated Climate Action Plan. These planning efforts have laid the groundwork to identify and prioritize key infrastructure needs in each topic area. The CIP, over time, then takes the recommendations from each plan and programs them for further planning, community engagement, design and construction. This has allowed for a more strategic approach to identifying capital needs, while still allowing the flexibility to respond to other projects or issues as they arise.

## Prioritization.

Even with these master planning efforts substantially completed, projects must be further scoped and prioritized annually according to available funds and resources to successfully deliver the projects. Evaluation criteria applied to prioritize projects include:

- Public health and safety/risk exposure
- Protection of infrastructure
- Impacts on operating budgets and ongoing maintenance needs
- Capacity to deliver/impacts to other projects
- Economic development
- External requirements
- Population served
- Ability to reduce greenhouse gas emissions and support the City's 2030 climate action plan
- Community/commission support
- Relationship to adopted plans
- Cost/benefit
- Availability of financing

## Community Input

Once the City Council's priorities are defined through their work plan, an opportunity for feedback is typically provided to the City's various commissions before the City Council's incorporation into the annual budget. However, in 2021, the work plan was

adopted on April 27, which did not allow time for commission review of the draft capital plan and proposed projects.

## Approved Projects

This five-year CIP includes 35 projects receiving new funding in fiscal year 2021–22 and 57 carryover projects.

Eleven projects in this five-year CIP address ongoing infrastructure or facility maintenance needs and are included on an annual, bi-annual or periodic basis. Examples include street resurfacing and the sidewalk repair program.

New capital projects and projects involving infrastructure maintenance are identified. Projects approved in prior fiscal years that have not yet been completed are listed. Ongoing master plans, such as the Stormwater Master Plan, will also identify future projects expected to be needed in future year budget cycles.

## Carryover Appropriations

Projects which had prior City Council appropriations but were not fully expended have remaining appropriation balances included as carryover amounts.

These amounts are strictly an estimate and will be trued-up at year-end close. Amounts reflected in projected carryover column should not be construed as funds available for commitment. In many cases the carryover estimate includes funds that have been encumbered/committed as a result of an executed contract for services or goods.

## Project Funding Sources

The five-year CIP coordinates physical improvements with financial planning, allowing maximum benefits from available funding sources. It relies on funding from various sources, largely retained in the capital and special revenue funds, with uses that are usually restricted for specific purposes. Although an annual transfer from the General Fund to the City's General CIP Fund (approximately \$3.0 million) is part of the City's operating budget, this funding is intended solely for maintaining existing infrastructure in its current condition. Funding sources are each further described in the City's adopted budget.

## CIP Budget Project Prioritization

Beginning in 2019, staff categorizes the projects in relative priority based on the following factors:

- Regulatory compliance
- Public safety
- Preservation of city assets
- Improved efficiencies
- Grant funding timelines
- First in, first out

- Available staffing

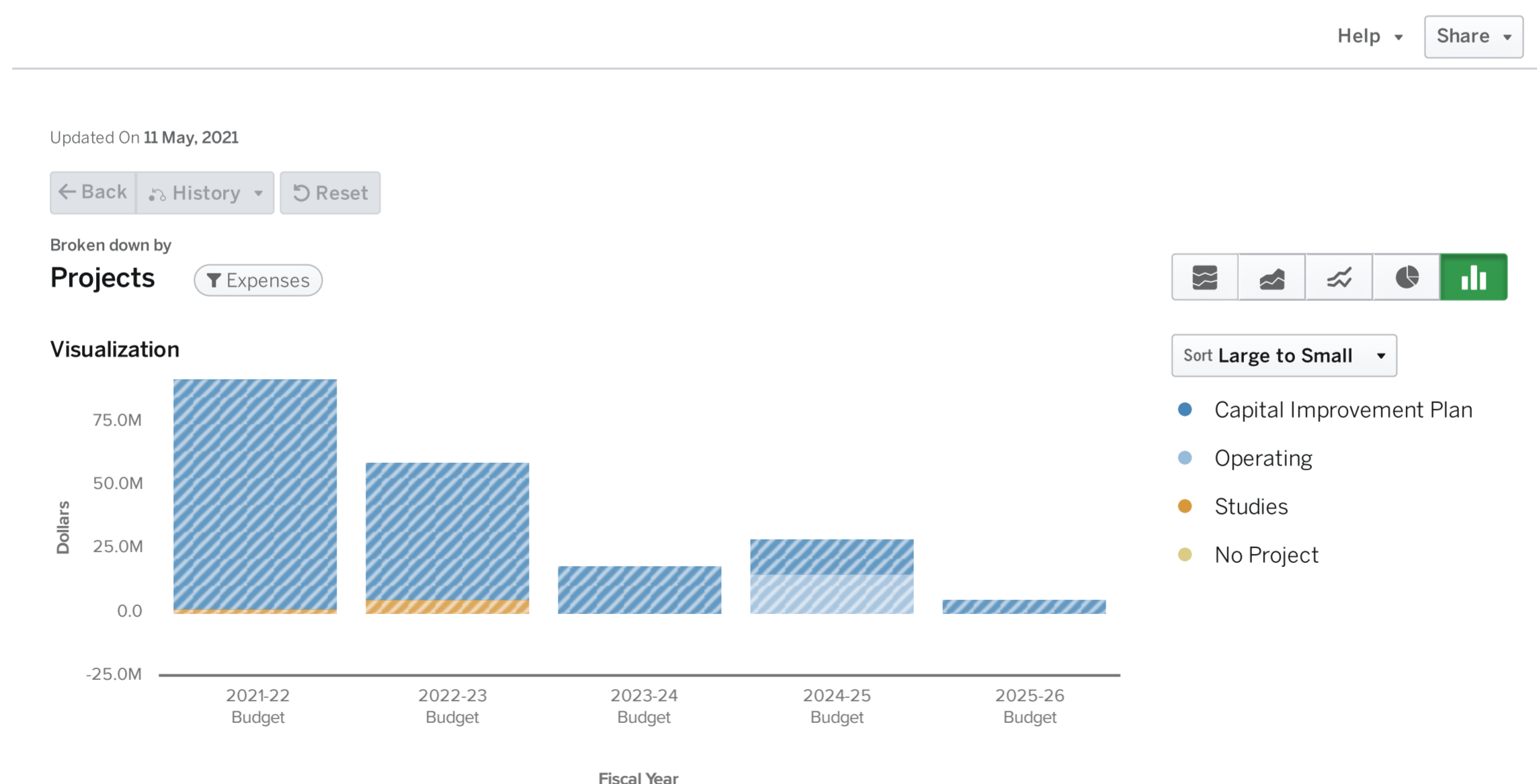
Tier 1 indicates that a project will receive the highest relative priority for staff and consultant resources. Tiers 2 and 3, respectively, indicates that a project will receive significant resources only after the higher tier projects have received the necessary resources. Tier N/A indicates that a project is not currently competing for resources, typically funded in a future year. Staff is committed to completing the projects outlined in the CIP budget, regardless of tiers.

## General Plan Consistency

The projects listed in the five-year CIP are presented to the Planning Commission during a Public Hearing before City Council adoption of the plan. The Planning Commission must review the CIP in order to adopt a finding that it is consistent with the City’s General Plan. The Planning Commission reviewed the proposed 2021-22 CIP in June 2021 and included recommendations for prioritizing projects that would address the community disproportionately impacted by the pandemic and the resulting economic dislocations.

## Environmental Review

The development of the five-year plan is not a project, as defined in the California Environmental Quality Act (CEQA), and an environmental review is not required. Individual projects listed herein may be subject to CEQA and environmental reviews will be conducted at the appropriate time during implementation of those projects.



## Budget navigation

- [Continue to City Buildings and Systems](#)



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# City Buildings & Systems

Adapting buildings and planning for the future

## City Building & Systems

The City's aging facilities require both regular maintenance and more substantive system replacements. Projects included under the City Buildings and Systems CIP category focus on improvements to existing City owned facilities and the construction of new buildings. Planned for 2021-22, include two new projects to inventory and develop a preventative maintenance plan for city facilities and conduct a needs assessment for the City's corporation yard.

These improvements allow the City to continue to maintain and enhance services to the community. This category also includes funding for upgrades to the City's systems such as information technology. This category of the CIP is least likely to be eligible for outside funding, with the exception of donations, and therefore is fully funded by transfers from the General Fund.

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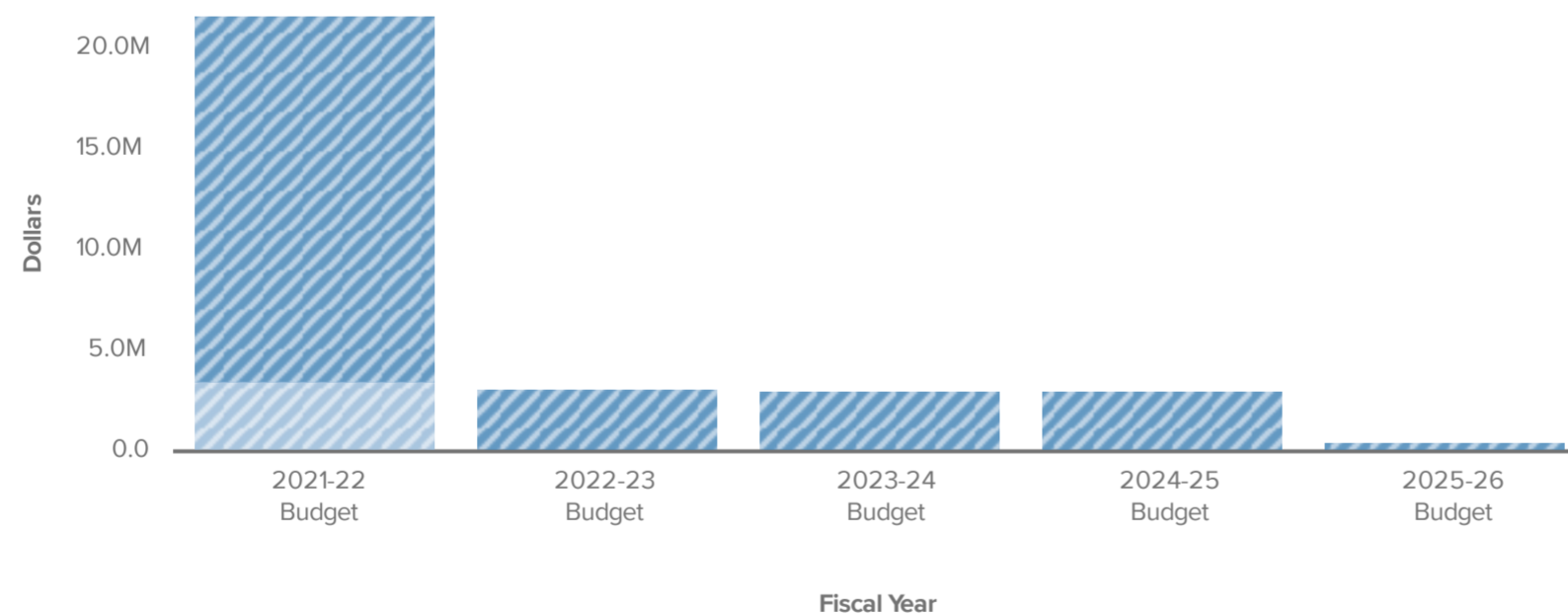
Capital Improvement Plan\* Expenses



Sort Large to Small ▾

- City Buildings
- City System

### Visualization



## Burgess Pool Lobby Renovation

This project is designed to address multiple concerns with the lobby of the Burgess Pool building, such as the inadequate space of the transaction area and the high noise levels. The project would involve the relocation of the entrance to the lobby, redesign of the counter space, additional seating and the installation of acoustical treatments.



## City Buildings (Minor)

This ongoing project consists of the implementation of improvements that extend the useful life of systems, equipment, and accessibility in all City buildings. This project does not provide for the replacement or significant renovation of City facilities.

## City Buildings HVAC Modifications

This project modifies the heating, ventilation and air conditioning (HVAC) systems in the Arrillaga Family Recreation Center and the Police Department to address system deficiencies. At the Recreation Center, the project will evaluate and implement options for addressing temperature fluctuations and equipment failure. At the Police Department, the project focuses on improving the design of the HVAC system that serves the dispatch area.







## Corporation Yard Needs Assessment

The project will evaluate the functions and services provided at the Corporation Yard, which was built in the 1970s, and recommend the implementation of best management practices to improve office workflow, use of space, parking, material storage and the fuel facility.



## Emergency Operations Center

An Emergency Operations Center is a physical space that can be used to support City operations in the event of an emergency or natural disaster, possibly for an extended period of time through the recovery phase. The City's existing Emergency Operations Center (EOC) is located in a conference room in the police department in the basement of City Hall. This project would evaluate the space and operational needs of a new purpose-built EOC. The project will evaluate potential site locations, design, and construction of the facility. It is anticipated that grant opportunities would support the general fund in meeting the financial needs of the project.

## Facilities Inventory and Maintenance Plan



This project will survey City owned facilities, assess their maintenance needs and develop a program focused on the implementation of proactive and preventive maintenance practices intended to preserve and retain the value of the facilities. The project will ensure that buildings are properly maintained to avoid premature failures that are not cost effective in the long-term. The project will also provide an inventory of existing fossil fuel based assets and appliances to fold into future climate action plan work.

## Fire Plans and Equipment Replacement For City Buildings



The project consists of the replacement of fire panels, alarms, strobe lights and associated equipment in the Council Chambers, Library and Onetta Harris Community Center. The existing systems are outdated and starting to trigger false alarms.



## Gatehouse Fence Replacement

The project consists of the replacement of portions of the existing Gatehouse fence along Ravenswood Avenue that have deteriorated or been damaged. The replacement fencing will be designed to match the intricate details of the existing unit.

## Information Technology Master Plan and Implementation

This project includes updated technology for various critical and enhanced services including the financial system, web services, graphical information services and other systems within the City. The first phase includes an assessment of the existing technology tools in use within the organization, evaluates the need for replacement, and develops recommendations on the best replacements in priority order. Working with a consultant and a representative City committee to enable a knowledgeable evaluation and avoid disruption caused by failures to the aging systems, the second phase includes implementation of the approved master plan. Additional funding is programmed annually for implementation of the master plan.



## Main Library Improvements

This project proposes to create a new meeting room space and teen space on the ground floor by enclosing each area with interior glass walls and doors and repurposing an exterior door as a public entry point. The project will also renovate the northwest patio for use as a public event space.

## Menlo Park Community Campus

In December 2019, the City Council received a proposal from Facebook Inc. proposing to explore funding and development of a new multi-generational community center and library located in Menlo Park's Belle Haven neighborhood, replacing the existing community center, senior center, youth center, pool house, and library facilities. Identified as a City Council priority on January 28, 2020, this project would deliver the City's funding contribution to the project.



## Budget navigation

- [Return to Five-Year Capital Improvement Plan](#)
- [Continue to Parks and Recreation](#)



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# Parks & Recreation

Maintaining parks, pools, and playgrounds

## Parks & Recreation

The Parks & Recreation CIP provides for a variety of projects and programs to meet the recreational needs of the community, and have been scaled in light of the COVID-19 pandemic to maintain infrastructure and assess critical safety or regulatory concerns. In October 2019, the City Council adopted a comprehensive Parks & Recreation Master Plan. Based on public input, the Plan recommended improvements and initiatives to the City's parks and recreation facilities to continue to meet the needs of the community and program users. This category of the CIP is primarily supported by the General Fund. However, voter approved Measure T General Obligation authority permits the City to issue a third tranche of debt that could help finance the Parks & Recreation Master Plan initiatives. Potential projects to be funded with Measure T bond funds are under consideration in parallel with adoption of this year's CIP. In addition, certain capital projects may qualify to use Recreation In-Lieu impact fees imposed on new development. Finally, due to the relationship of the Bedwell Bayfront Park and the former landfill, certain projects may have access to funds collected through refuse rates to maintain the landfill.

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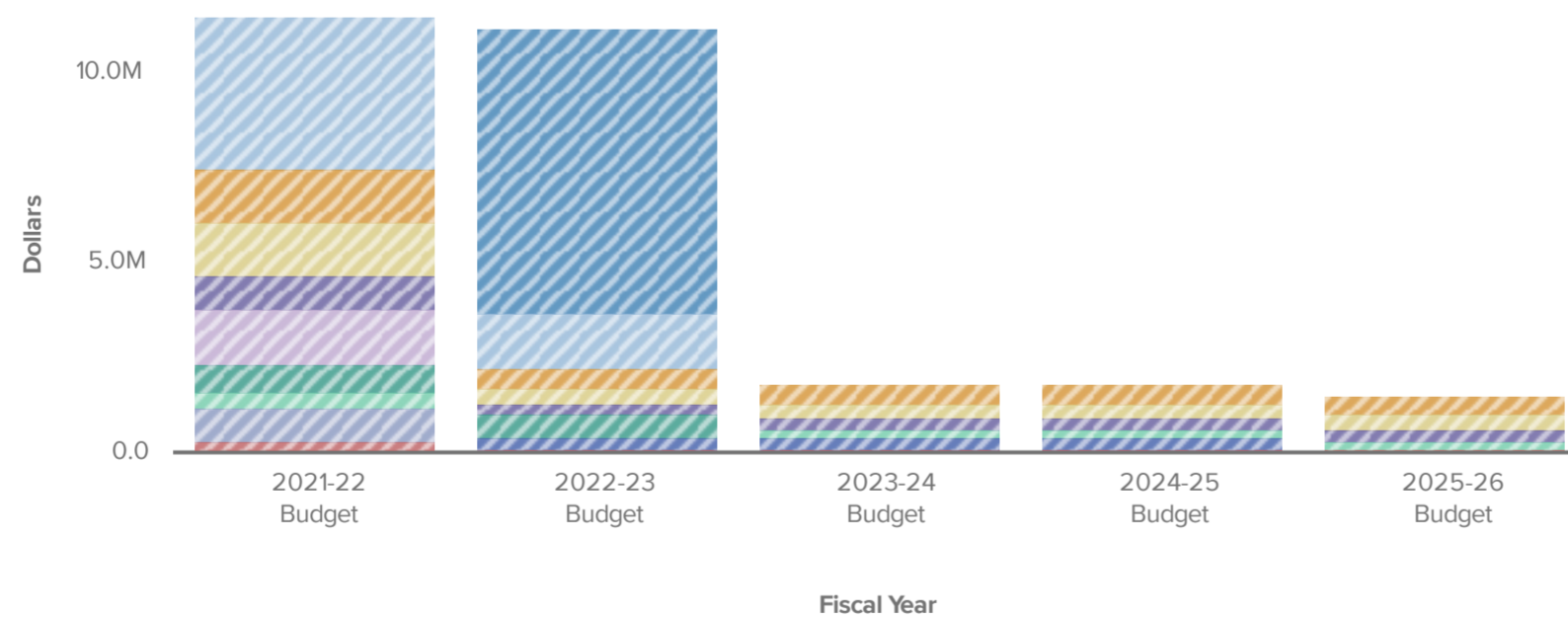
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Broken down by

Parks Expenses

Visualization



Sort Large to Small ▾

- Parks & Recreation Master ...
- Bedwell Bayfront Pk Leach...
- Park Pathways Repairs
- Aquatic Center Maint (Ann...
- Sport Field Renovations
- Bedwell Bayfront Park Entr...
- Park Playground Equipment

## **Aquatic Center Maintenance (Annual)**

This ongoing project consists of the implementation of minor improvements under \$100,000 intended to extend the useful life of systems, infrastructure and equipment at the Burgess and Belle Haven pools. This program does not provide for the replacement or significant renovation of the City's pools.



## **Bedwell Bayfront Park Collection and Leachate Systems Repair**

This project improves existing gas collection and leachate systems serving the former landfill at Bedwell Bayfront Park and includes several phases. Replacing gas extraction wells and installing a new leachate pumping system to comply with best management practices are included to increase methane capture and reduce greenhouse gas emissions.

## **Bedwell Bayfront Park Entrance Improvements**

This project will reconfigure the park entrance to increase public awareness and visibility of the park, create an attractive entry experience, and improve access to the available recreational resources to accommodate a growing population and user demand.



## Civic Center Campus Improvements

This project involves the design and construction of improvements to the Civic Center Campus such as additional outdoor seating, parking lot modifications, Ravenswood bike lane extension and sidewalk modification, gatehouse landscaping, minor landscaping and irrigation in the Library parking lot.



## Parks Improvements (Minor)

This ongoing project consists of the implementation of minor improvements under \$100,000 intended to extend the useful life of systems, infrastructure and equipment in the City's parks. This program does not provide for the replacement or significant renovation of the City's park facilities.

## Park Pathways Repairs



The project replaces damaged pathways at Sharon, Nealon, and Stanford Hills Parks for safety and accessibility requirements. Future year repairs will be prioritized following completion of these first three high-priority repairs.

## Park Playground Equipment



This project addresses playground improvements prioritized in a 2015 comprehensive Playground Safety Inspection Report, beginning with Nealon Park (completed in 2019-20), Burgess Park and Willow Oaks Park. In addition to meeting updated California Safety Standards, the new playgrounds may incorporate theme-based educational and interactive components as the budget allows. In 2020-21, the funds would allow for the design of Burgess Park and Willow Oaks Park playgrounds. Work would be coordinated with other planned improvements to Willow Oaks Park.

## Parks and Recreation Master Plan Implementation

The Parks and Recreation Master Plan was completed and adopted in 2019. The recommendations from the master plan will result in new projects in future fiscal years. This project identifies the future funding needs for the highest priority projects identified in the Plan.





## Sport Field Renovations

The project includes turf replacement, drain cleaning and field leveling of the sport fields managed by the City. The fields at Burgess Park, La Entrada School and Jack Lyle Park will be renovated first to ensure continued life expectancy. This project also allows for the accumulation of funds in order to replace fields more often under the City's herbicide free parks program.



## Tennis Court Maintenance

This program is ongoing and focuses on the implementation of adequate maintenance practices to extend the useful life of the City's fifteen tennis courts. The program follows a maintenance schedule that includes the full reconstruction of every court every twelve years. Interim maintenance work includes crack repair and court resurfacing.

## Willow Oaks Park Improvements

This project involves the design and construction of a restroom facility at Willow Oaks Park and improvements to the Dog Park to address community needs associated with park users. Construction would be coordinated with other improvements planned at Willow Oaks Park, including playground modification to meet safety requirements and the addition of a bicycle pathway connection to Elm Street.

## **Budget navigation**

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- [Go Back to City Buildings and Systems](#)
- [Continue to Stormwater](#)



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# Stormwater

Prevent flooding and manage stormwater runoff

## Stormwater

The Stormwater CIP consists of projects and programs required to address the impacts of flooding in the watershed and stormwater water quality. These projects involve improvements that address localized drainage issues and larger inter-agency efforts to address flooding concerns associated with San Francisquito Creek, the Bayfront Canal and the Atherton Channel. In addition, projects in this category may be required to meet National Pollution Elimination Discharge System (NPDES), an unfunded mandate to minimize debris and pollutants discharged to San Francisco Bay. This category of the CIP is solely supported by the General Fund and future demand for funds is expected to grow. Other possible funding strategies for these projects include grants, as well as the development of benefit assessment districts that can pay for improvements in specific sections of the City where more investment needs have been identified. A new project has been added to this category this year to continue implementation of SAFER Bay, a comprehensive plan to protect Menlo Park and adjacent cities from sea level rise due to climate change.

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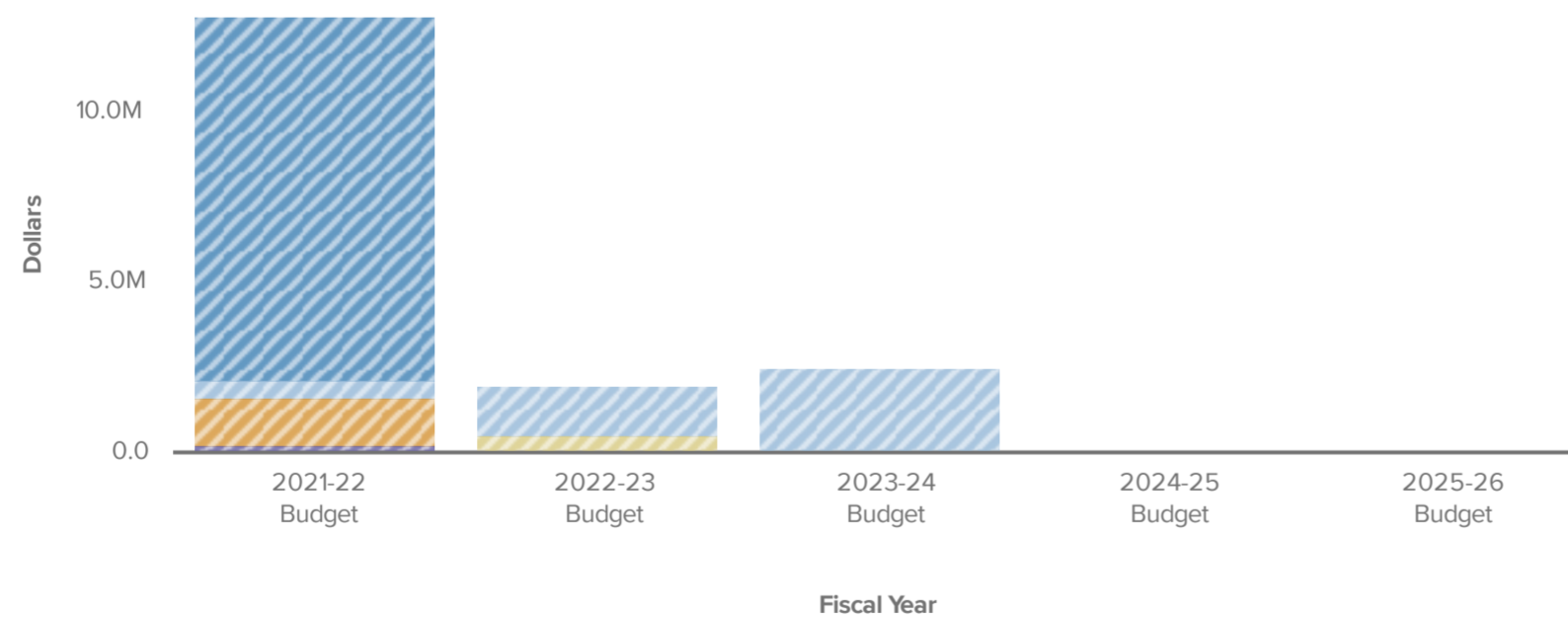
Broken down by  
**Stormwater** Expenses



Sort Large to Small ▾

- Chrysler Pump Station Imp...
- San Francisquito Cr-101 Flo...
- Bayfront Atherton Flood Pr...
- Willow Bridge Abut Stable ...
- Safer Bay

### Visualization



## **Bayfront Canal and Atherton Channel Flood Protection**

The project involves the design of an underground structure to route stormflows from the Bayfront Canal and Atherton Channel to the Ravenswood Complex Ponds S5 & R5, which are part of the South Bay Salt Pond Restoration Project. The ponds would be used for stormwater detention and would mitigate flooding in the cities of Menlo Park and Redwood City and San Mateo County. The project is being developed through a collaborative effort between the City, Redwood City, San Mateo County and the Town of Atherton.



## **Chrysler Pump Station Improvements**

This project involves the design and construction of a new Chrysler Stormwater Pump Station. The existing facility was originally built in 1958 has reached the end of its useful life. The improved facility will provide flood protection to sections of the Bayfront area, which include the Menlo Gateway buildings and a part of the Facebook West Campus site. The City has been awarded a grant from the Federal Emergency Management Agency (FEMA) which would reimburse the City for \$5M towards the general capital fund.



## **SAFER Bay Implementation**

This project would provide funds to support the staff time needed to continue to implement SAFER Bay. In September 2020, PG&E approached the City about partnering on a FEMA grant opportunity to address sea level rise impacting the Ravenswood Electrical Substation consistent with the SAFER Bay project and the recently completed Dumbarton Bridge West Approach + Adjacent Communities Resilience Study. Following initial coordination, the City, SFCJPA and PG&E also reached out Facebook to consider providing additional funding to expand the project. The FEMA grant is a program offering up to \$50 million per project to reduce risks from disasters and natural hazards. The City Council authorized a letter of support for the application on November 17, 2020. PG&E, the SFCJPA, Facebook and the City collaborated on the required documentation for a Building Resilient Infrastructure and Communities (BRIC) application, which was submitted to CalOES by December 3, 2020. Cal OES submitted the grant application for FEMA consideration on January 27. FEMA notifications on awarded projects are expected in summer 2021.

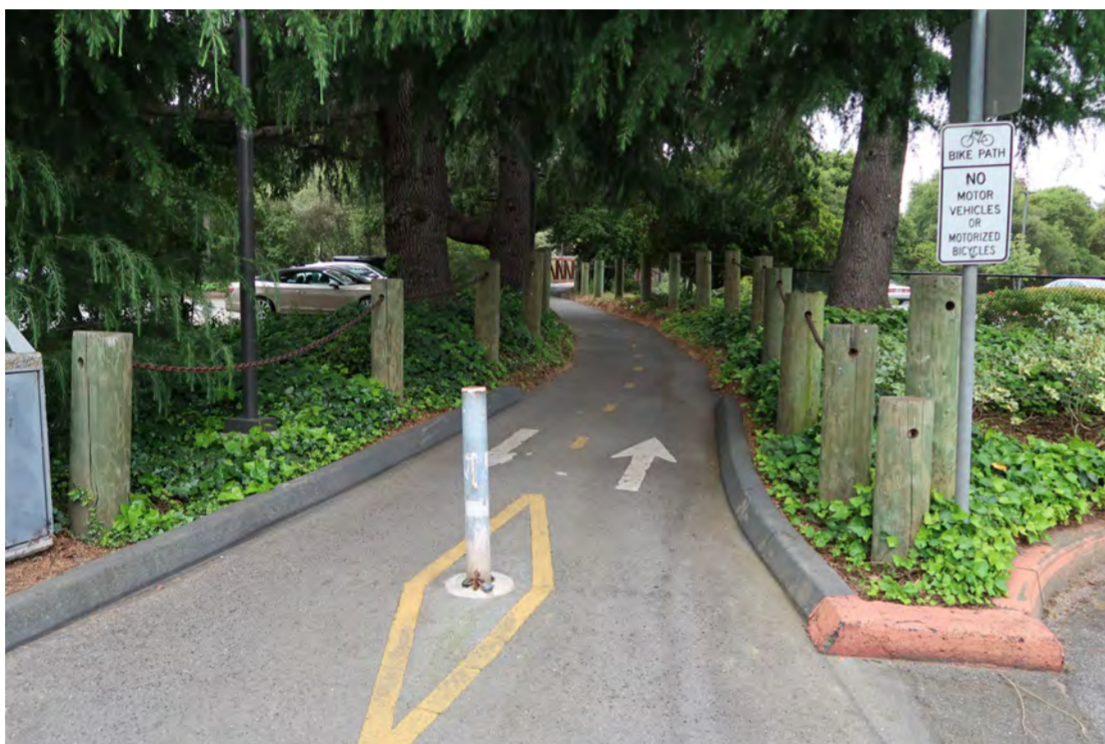


## **San Francisquito Creek Upstream of 101 Flood Protection**

The second of two projects, the effort being led by the San Francisquito Creek Joint Powers Authority focuses on improvements to creek sections located upstream of U.S. Highway 101 to protect communities in the City and the cities of Palo Alto and East Palo Alto from an event similar to the flood of 1998. The project proposes to widen the creek in a number of sections and the replacement of the Pope Chaucer Bridge.

## Stormwater Master Plan

The Stormwater Master Plan evaluates the condition of the City's Stormwater system and identifies the capital improvements necessary to address surface water collection, operations, maintenance, treatment and storage requirements. The plan includes a hydraulic evaluation of the City's storm drain network, infrastructure assessment, identifies water quality requirements, recommends planning level costs for the improvements and integrates the City's Green Infrastructure policies. The planning period for the master plan will be 25 years.



## Willow Place Bridge Abutment Repairs

This project repairs damage to the bridge abutment from the December 2012 storm event. Preliminary study of repairs was completed with design and construction as next steps.

## Budget navigation

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- [Continue to Streets and Sidewalks](#)



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# Streets & Sidewalks

Preserving the foundation of the transportation system

## Streets & Sidewalks

The Streets and Sidewalks CIP projects maintain and improve the City's roadways, City-owned parking plazas, and sidewalks. This category of the CIP is supported by a variety of sources including funds from the State of California, impact fees, parking permit sales, special gas tax levies, and countywide sales tax levies. Following City Council direction on April 27, 2021, the budgets for future year street resurfacing work on arterials and collectors have been increased to account for more expensive up-front costs of recycled asphalt pavement.

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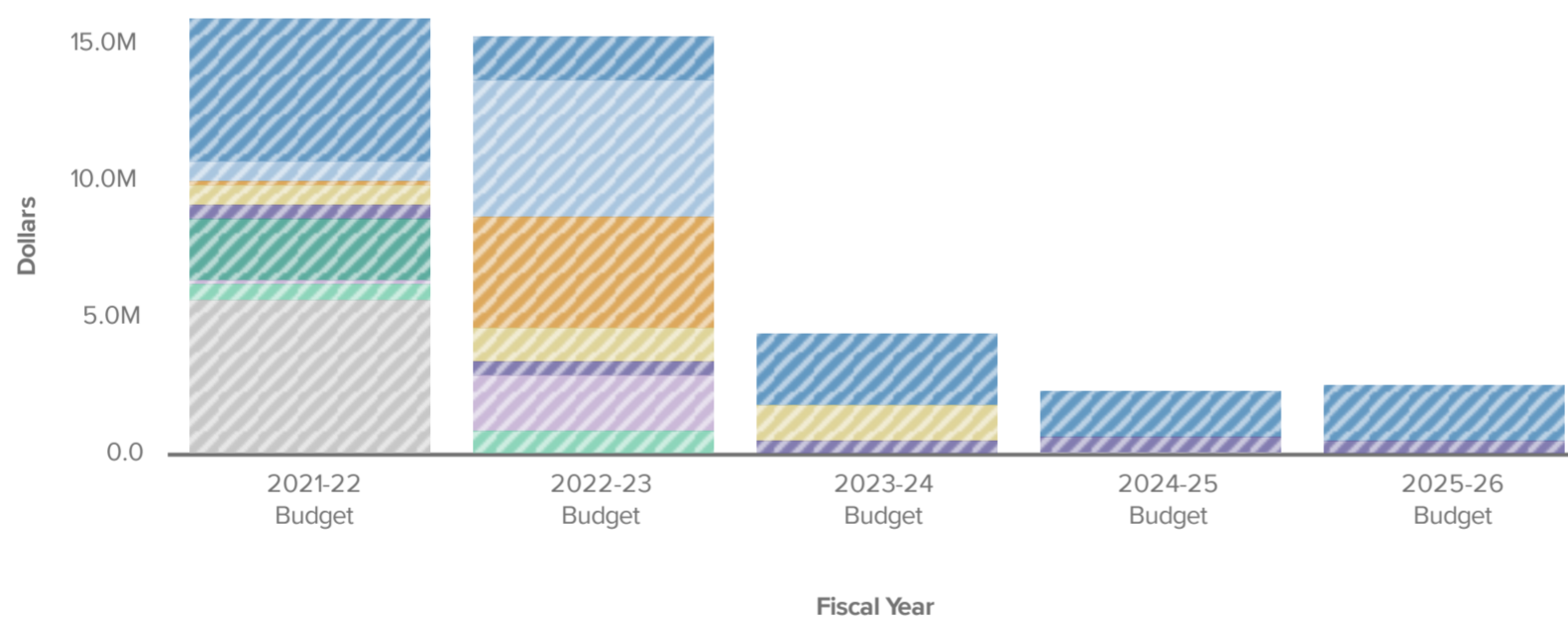
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Streets and Sidewalks Expenses



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Visualization



- Street Resurfacing Project
- Utility Undergrounding
- Middlefield Rd (Woodland t...
- Streetlight Conversion
- Sidewalk Repair Program
- Parking Plaza 7 Renovations
- Parking Plaza 8 Renovations

## Chilco Streetscape and Sidewalk Installation

This project involved the construction of landscaping, lighting, sidewalks, and bicycle facility improvements on Chilco Street from Bayfront Expressway to Hamilton Avenue. The project provided a critical connection between the Belle Haven neighborhood and recreational and open space opportunities along the San Francisco Bay and the Don Edwards Wildlife Refuge, the new TIDE Academy High School on Jefferson Drive, and other destinations in the Bayfront area. The budget proposed for fiscal year 2021-22 would reimburse Facebook for construction of median islands and according to the terms of the development agreement for the Facebook Campus Expansion Project now that the project is substantially complete, as of July 2020.





## Downtown Parking Structure Study



This project builds on preliminary parking structure concepts prepared as part of the El Camino Real/ Downtown Specific Plan, which focused on Parking Plazas 1, 2 and/or 3. The purpose of this project, would be to determine potential uses, siting, funding strategies and design of the structure.

## Utility Undergrounding



An undergrounding district provides framework to place overhead electrical and communication lines underground, which is consistent with the policy direction provided in the El Camino Real/Downtown Specific Plan and would be necessary for a potential future parking structure downtown. Three utility undergrounding districts were adopted by the City in February 2020: downtown, Middlefield Avenue and Alma Street near Burgess Drive. This project would provide additional funds for the prioritization of these districts and to allow design work to progress. The construction phase of this project would be funded by Rule 20A funds.

## Downtown Streetscape Improvement



This project plans and implements street furniture, landscaping, and streetscape improvements in the downtown area per the El Camino Real/Downtown Specific Plan. In 2020-21, these funds are supporting the temporary closure of parts of Santa Cruz Avenue between El Camino Real and University Drive to vehicle traffic to provide more space for physical distancing in light of the pandemic.

## **El Camino Real Median Trees Improvements**

This project would support a funding agreement with the 1540 El Camino Real project development to improve the trees in the median along El Camino Real between Encinal Avenue and Glenwood Avenue. This project is a condition of the development project's approval.

## Middlefield Rd (Woodland to Ravenswood) Resurfacing

This project proposes to resurface Middlefield Road (Woodland to Ravenswood). This project enhances the City's roadway network and improves the safety of a significantly damaged roadway. The construction funding in 2022-23 has been increased to account for the use of recycled asphalt pavement.



## O'Brien Drive Streetscape

This project would install new sidewalks and bicycle facilities along O'Brien Drive in sections and is expected to require on-street parking removal on at least one side of the street to accommodate these improvements. The project incorporates requirements for frontage improvements associated with new developments, and would be coordinated with recently approved and pending developments along the corridor. A new water line with increased capacity would also be provided as part of this project.

## Parking Plaza 7 Renovations



This project provides needed improvements at Parking Plaza 7 including asphalt pavement rehabilitation, storm drainage, lighting and landscaping. The intent is for the work to be coordinated with the downtown parking utility underground project.

## Parking Plaza 8 Renovations



This project provides needed improvements at Parking Plaza 8 including asphalt pavement rehabilitation, storm drainage, lighting and landscaping. The intent is for the work to be coordinated with the downtown parking utility underground project.

## Pierce Road Sidewalk and San Mateo Drive Bike Route Installation

This project will construct a number of bicycle and pedestrian enhancements in the City, including sidewalk gap construction on Pierce Road between Ringwood Avenue and Carlton Avenue and Del Norte Avenue to Alpine Avenue; bicycle route improvements on San Mateo Drive including crossing enhancements at Middle Avenue, crossing enhancements at Middle Avenue/Blake Street; and sidewalk construction at Coleman Avenue and Santa Monica Avenue. This project is partially funded by a grant from the San Mateo County Transportation Authority Measure A Pedestrian and Bicycle program.



## Ravenswood Avenue (Alma to Marcussen Dr) Street Resurfacing



This project proposes to resurface Ravenswood Avenue (Alma to Marcussen Dr). This project enhances the City's roadway network and improves safety including an evaluation of concepts to close the bicycle lane gap between the railroad tracks and Noel Drive. The construction funding in 2021-22 has been increased to account for the use of recycled asphalt pavement.

## Santa Cruz and Middle Avenues Resurfacing



The project involves the design and construction of street resurfacing work on Santa Cruz Avenue from Orange Avenue to Olive Street and of Middle Avenue from Olive Street to San Mateo Drive. With street resurfacing, an opportunity exists to install roadway striping changes (such as adding modifying crosswalks, adding bicycle lanes, or other changes) consistent with the City's adopted Bicycle Plan, El Camino Real/ Downtown Specific Plan, and Circulation Element; or in the future, consistent with the Transportation Master Plan. Striping changes to Santa Cruz and Middle Avenues will be evaluated as part of this project. The project also includes the construction of curb ramps and the installation of sidewalks along Santa Cruz Avenue. Once completed, the project will result in significant improvements to the roadway infrastructure and pedestrian safety. This project is partially funded by a grant from the One Bay Area Grant program.



## Sand Hill Tunnel Rehabilitation

This project would rehabilitate the tunnel under Sand Hill Road near Sand Hill Circle to conduct repairs and ensure its structural integrity.

## Sharon Road Sidewalk Installation



This project would install sidewalks on the north side of Sharon Road between Alameda de las Pulgas and Altschul Avenue. The project is anticipated to require parking to be removed from at least one side of the street. New sidewalks would provide an improved pedestrian connection between Alameda de las Pulgas and La Entrada Middle School, located just west of the project area.

## Street Resurfacing Project

This ongoing project includes the selection and detailed design of streets to be resurfaced throughout the City during the fiscal year and utilizes a Pavement Management System to assess the condition of existing streets and assist in the selection process. This project enhances the City's roadway network and improves safety, and incorporates multi-modal transportation infrastructure in accordance with the City's transportation plans as streets are identified for resurfacing. This cost estimate does not account for application of any specialized paving treatments to reduce roadway noise.

## Sidewalk Repair Program



This ongoing project consists of the removal of hazardous sidewalk offsets and the replacement of sidewalk sections that have been damaged by City tree roots in order to eliminate trip hazards. This project utilizes funds from the Landscaping Assessment District to partially fund the work completed each year.





## Streetlight Conversion

Three neighborhoods in Menlo Park have streetlights on series circuits, which are unreliable, prone to damage and cause frequent, widespread outages. This project would replace these series circuits with updated electrical equipment to improve reliability of streetlights. Work would be phased in the three primary neighborhoods affected over the life of this project.

## Welcome to Menlo Park Monument Signs

The project involves the design of “Welcome to Menlo Park” signs at approximately five key locations entering Menlo Park to further the City’s brand as a desirable place to live, work and play. The proposed locations would include Sand Hill Road, Marsh Road, Willow Road, and both north and south ends of El Camino Real. The monument signs will meet the City’s branding standards and comply with applicable Caltrans permitting requirements.



## Willow Road (Middlefield to US-101) Street Resurfacing

This project proposes to mill and overlay Willow Road (Middlefield to US 101). This project enhances the City’s roadway network and improves safety. This cost estimate does not currently account for the use of recycled asphalt pavement, as the project is expected to be awarded prior to the fiscal year 2021-22 budget adoption.

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- [Continue to Traffic and Transportation](#)



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# Traffic & Transportation

Improving multi-modal access and safety

## Traffic & Transportation

The Traffic and Transportation CIP provides for projects that improve multi-modal access and safety and manage the flow of traffic on City streets. Regional projects for which the City is an active partner, such as the Willow Road and US Highway 101 interchange landscaping, are also included. This category of the Capital Improvement Plan is supported by a variety of sources including funds from the State of California, impact fees, special gas tax levies, and countywide sales tax levies. Many of these projects are also supported by funds in the annual operating budget for routine maintenance of traffic signals, signs, and street markings, and for transportation planning efforts, such as the Safe Routes to Schools program. This category is also heavily supported by local, regional and state grant funding opportunities, such as competitive programs for bicycle and pedestrian improvements, railroad safety improvements, and traffic management strategies.

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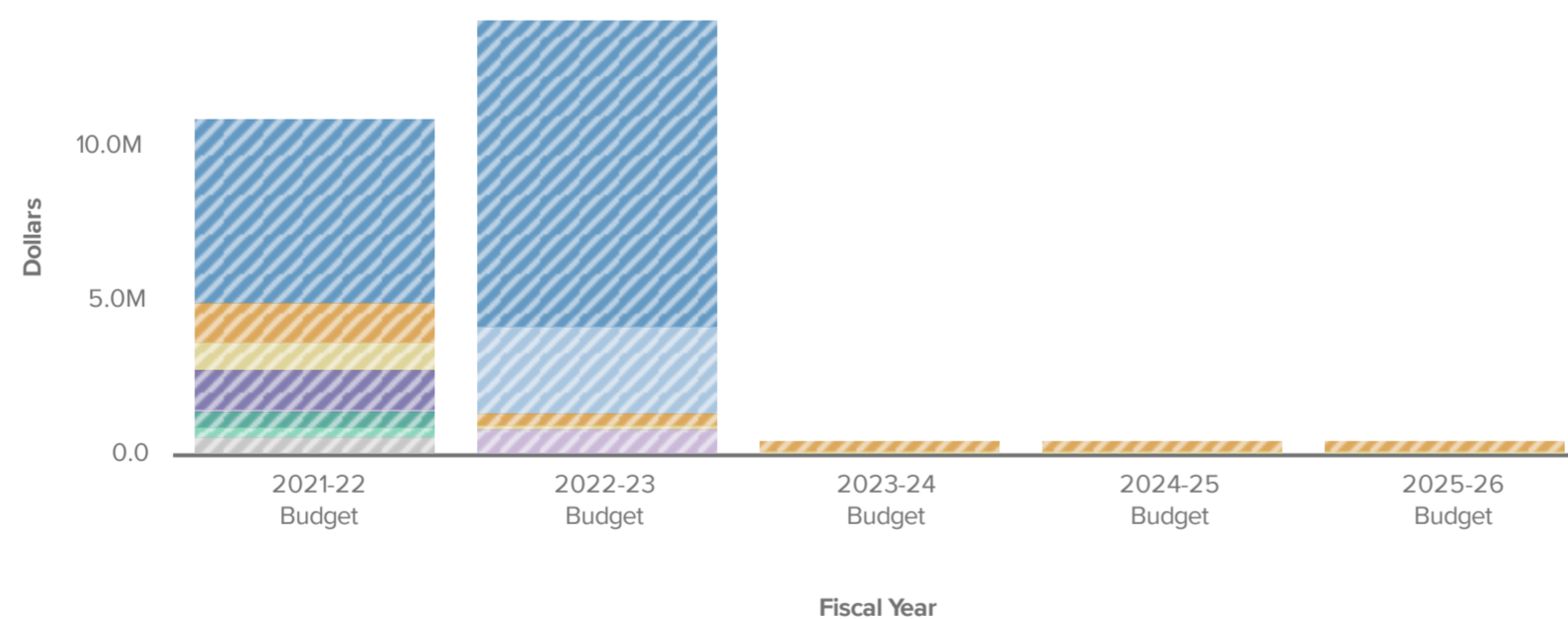
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Transportation/Traffic Expenses



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Visualization



- Middle Ave Caltrain Cross S...
- Willow Rd & Newbridge St ...
- Traffic Signals Modifications
- Transportation Projects(Mi...
- Haven Ave Streetscape Im...
- Middlefield/Linfield-Santa ...
- Willow Oaks Bike Connector





## Bayfront Expressway Pedestrian/Bicycle Bridge

This project would provide a pedestrian/bicycle overcrossing of Bayfront Expressway between Chilco Street and Willow Road, and is a required condition of the Facebook West Campus Development agreement (section 9.1.5). The project is currently under construction.

## Bayfront, Willow and Marsh Adaptive Traffic Signals

Adaptive signal timing dynamically adjusts timing at traffic signals in real-time to accommodate changing traffic conditions. This system will improve travel time reliability, ease traffic congestion, and reduce fuel consumption. This project will coordinate with Caltrans to install an adaptive traffic signal system on Bayfront Expressway, Willow Road and Marsh Road corridors. This project is partially funded by a grant from the San Mateo County Transportation Authority Highway program.



## Belle Haven Traffic Calming Plan Implementation

This project would fund ongoing staff time to support completion of the Belle Haven Traffic Calming Plan implementation efforts. This project is required as an environmental mitigation measure for the Facebook Campus Expansion project.

## Caltrain Grade Separation



The existing Ravenswood Avenue Caltrain crossing is a critical rail crossing within Menlo Park. It is within the El Camino Real/Downtown Specific Plan Area and falls within the City's Priority Development Area. The project would fund the additional scope of work requested by the City Council in 2018 to evaluate a fully elevated alternative and advance engineering design of a chosen preferred alternative.

## Caltrain Quiet Zone Evaluation



This study would fund a review of grade crossing improvements needed to consider a quiet zone along the Caltrain corridor at the Encinal and Glenwood crossings.

## El Camino Real Crossings Improvements



This project designs improvements for east-west pedestrian and bicycle connections as identified in the El Camino Real Corridor Study.

## Haven Avenue Streetscape Improvement



This project provides new bicycle and pedestrian facilities on Haven Avenue, connecting Menlo Park, San Mateo County and Redwood City residents and employees. It provides a direct connection to the San Francisco Bay Trail, functioning as an interim gap closure of the Bay Trail between Bedwell-Bayfront Park and Seaport Avenue, better serving commute and recreational needs. This project is partially funded by contribution of funds collected from vehicle registration fees from C/CAG and a Caltrans grant.

## Garwood Way Bicycle Route

This project would install Class III bicycle route on Garwood Way between Glenwood and Oak Grove Avenues, as required by the environmental mitigation measure TRA-2.1(c) of the 1300 El Camino Real project and consistent with the El Camino Real/Downtown Specific Plan.



## Middle Avenue Caltrain Crossing and Study Design and Construction

This project would provide a grade-separated crossing through the Caltrain railway to create a pedestrian/ bicycle connection near Middle Avenue, between Alma Street near Burgess Park and El Camino Real at the proposed open space plaza as identified in the El Camino Real/Downtown Specific Plan. The project would develop detailed design plans and construct the project. As part of the terms of the development agreement for Middle Plaza at 500 El Camino Real, Stanford University is required to make a contribution towards the cost of the project, 50 percent of the cost, up to \$5,000,000. In May 2020, the Santa Clara County Board of Supervisors also allocated \$1,000,000 in funds for this project through the Stanford University recreation mitigation fund from established during the 2000 General Use Permit approvals.

## Middle Avenue Complete Streets Study

At the City Council's October 13 meeting, the City Council directed staff to develop a traffic calming and speed reduction plan for Middle Avenue. Staff anticipates this work would build on the recommendations in the draft Transportation Master Plan (projects 92 and 118 in the draft plan) to add bicycle lanes and improved pedestrian facilities, to also consider traffic calming improvements such as curb extensions/bulb-outs, raised or other crosswalk enhancements, improved signage, or other devices to slow vehicle traffic. It is expected this work would also build on a petition received in mid-2019 from Middle Avenue residents, and as such, community engagement will be a critical component of developing conceptual plans for this project. Staff proposes that this project would be developed in three phases: conceptual design and community engagement; trial installation using "quick-build" materials; and final installation using permanent materials. This three-phase approach is consistent with the process currently underway in the Belle Haven neighborhood traffic calming plan, where the trial installation is currently in place. This project would be consistent with the required environmental mitigation measure for the Middle Plaza (500 El Camino Real) project to install bicycle lanes on Middle Avenue between El Camino Real and University Drive (TRA-2.1).



## Middlefield/Linfield Drive - Santa Monica Crosswalk

This project would evaluate and complete engineering design for crossing improvements at the Middlefield Road/Linfield Drive and Santa Monica Avenue intersections to improve bicycle and pedestrian safety at this location. This project effort would include coordination with Menlo Park Fire Protection District for emergency access considerations to Station 1 adjacent to the intersection.





## Traffic Signal Modifications

This annual project provides funds to upgrade City traffic signals. Funds would be used to replace equipment nearing the end of its useful life, enhance signal phasing and timing, and upgrade existing signals to current standards. The funds provided will generally allow a complete upgrade of a single intersection or upgrades to components of approximately three signals per year. Projects will be prioritized for implementation through the Transportation Master Plan.

## Transit Improvements

The purpose of this project is to support development of transit options and improvements in Menlo Park. Improvements to bus stop amenities (benches, new signs, schedules and markings to guide shuttle users) will be installed through this project.



## Transportation Projects (Minor)

This annual project supports small transportation projects such as minor crosswalk enhancements, bicycle lane gap closures, traffic signal modifications and sign/ striping installations and restores routine maintenance levels for more timely response to resident complaints. Projects will be prioritized for implementation through the Transportation Master Plan. Funding will help address issues identified through initiation of the safe routes to school program.

## Willow Rd and Newbridge St Bicycle and Pedestrian Improvements

This project would add a protected bicycle lane on the south-west bound direction of Willow Road between Hamilton Avenue and Newbridge Street; widen sidewalks on Newbridge Street; and add a bicycle route on Van Buren Road to connect to the Ringwood Avenue bicycle and pedestrian overcrossing. The City partnered with Mid-Pen Housing and SamTrans to pursue grant funds for this project from the Affordable Housing and Sustainable Communities program, but was not awarded funds in FY20-21. Staff will continue to look for funds for these projects from alternative funding sources, such as the state or regional Active Transportation Program, or countywide Measure A or Measure W programs, for a future year.



## Willow Road Transportation Study

Travel time and congestion on Willow Road between Middlefield Road and Bayfront Expressway has increased significantly since 2013 as a result of regional traffic growth in the mid-Peninsula region. In 2008, the City/ County Association of Governments of San Mateo County (C/CAG) completed the Gateway Corridor Study, which identified transportation improvements for Willow Road, University Avenue, and Bayfront Expressway and analyzed cost-benefits of each improvement. This proposed study builds on the C/CAG study and the City's current Connect Menlo General Plan Update to identify any short-term modifications and prioritize the longterm projects that the City can advocate for regionally to improve traffic conditions on Willow Road. Coordination with C/CAG, the Cities of Palo Alto and East Palo Alto, and Caltrans is an important aspect of this project.

## Willow/101 Interchange

Construction of the Willow Road/U.S. 101 interchange was completed in mid-2019. As a follow up to the interchange reconstruction, this funding would support the planning and design of landscaping to be installed in the project area. The landscaping design would be closely coordinated with Caltrans, who owns and has responsibility to maintain the majority of the project area; San Mateo County Transportation Authority (funding partner for the interchange construction); and East Palo Alto, since a portion of the interchange located within the boundaries of East Palo Alto.



## Willow Oaks Bicycle Connector

This project upgrades the existing pedestrian pathway in Willow Oaks Park to accommodate both bicycles and pedestrians. It will also extend the pathway from Willow Road to Gilbert Avenue and widen the path to ten feet. Other improvements include adjustments to back flow preventers and storm drainage improvements near Pope Street to reduce water ponding.

## Budget navigation

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# Water

Delivering safe drinking water

## Water

Water CIP projects improve the delivery of safe drinking water to those 4,400 connections served by the City's municipal water service, covering approximately half of the City's residents and businesses. This category of the CIP is supported fully by water ratepayers and capacity charges paid by new connections to the water system. Other possible funding strategies for these projects include grants, the issuance of water revenue bonds, State low interest loans, as well as the development of benefit assessment districts that can pay for improvements in specific sections of the City where more investment needs have been identified.

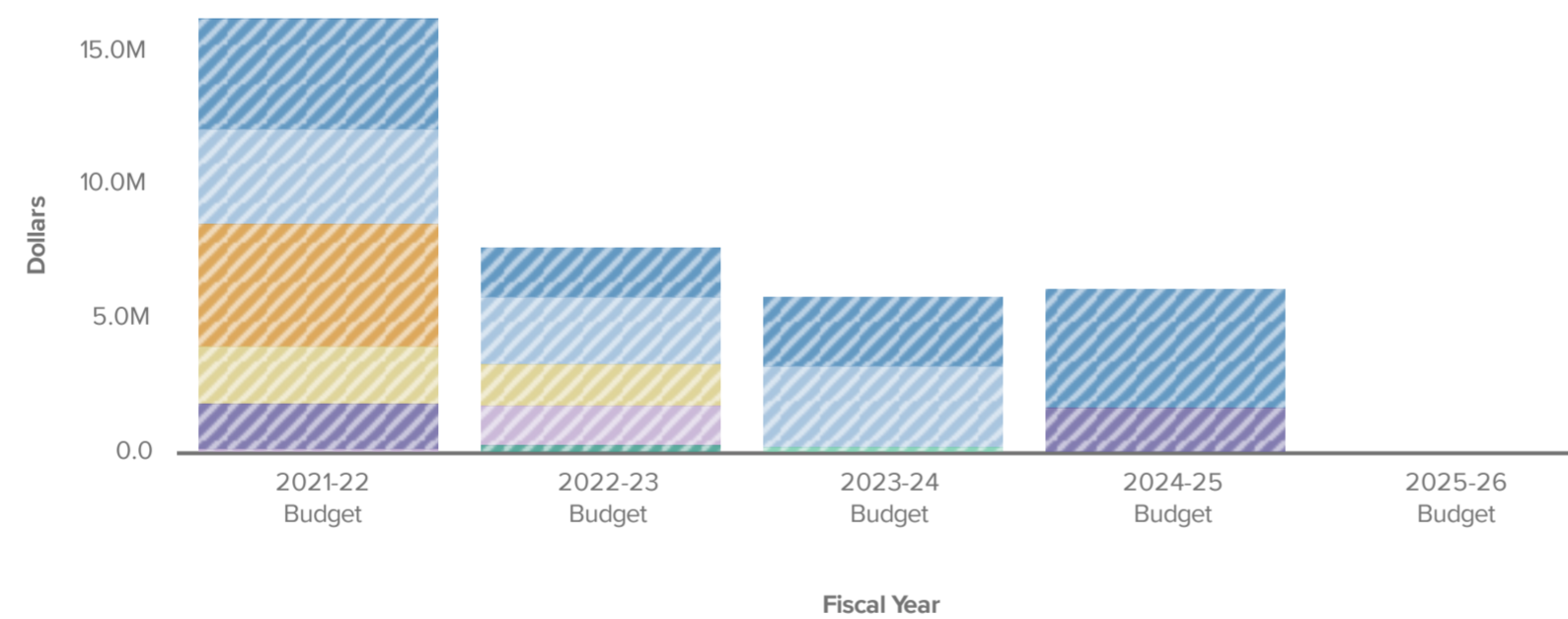
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Broken down by  
**Water** Expenses

### Visualization



Sort Large to Small ▾

- Water Main Replacement P...
- Emergency Water Storage/...
- Reservoir #2 Roof Replace...
- Automated Water Meter Re...
- Fire Flow Capacity Improve...
- Calwater Alma Interconnec...
- Palo Alto Pope Chaucer Int...





## Automated Water Meter Reading

This project involves the installation of a radio based communication system to enable Menlo Park Municipal Water to read water meters automatically rather than manually. With this upgrade, the accuracy of meter reads would be improved, resulting in the timely detection of water leaks, reduction of water loss and improved customer service.

## Calwater Alma Interconnection

This project identified in the Water System Master Plan Capital Improvements will install a metered interconnect between the Menlo Park Water System and Calwater system at Alma St. The project will also replace the water main back to the SFPUC connection near 500 El Camino Real as part of the Middle Avenue Under-crossing improvements.



## Emergency Water Storage/Supply

This project involves the development of up to three emergency standby wells to provide a secondary water supply in Menlo Park Municipal Water's lower zone service area. An emergency water supply would be needed in the event of an outage of the Hetch Hetchy system.





## Fire Flow Capacity Improvements

This project involves the planning, design and implementation of water infrastructure improvements recommended in the Water System Master Plan to address fire flow capacity deficiencies identified throughout the Menlo Park Municipal Water service area.

## Lower Zone 10" Check Valve at Burgess SFPUC Turnout



SRI is served directly from the SFPUC Burgess turnout without pressure regulation. Replacing the existing normally closed valve with a check valve would interconnects Lower Zone to SRI if the SFPUC Burgess turnout is out of service. Under normal conditions, the check valve would prevent unregulated high pressure water from flowing into the Lower Zone. The check valve would be installed near the existing normally closed valve between the 10-inch bypass and the Burgess PRV station.

## Lower Zone 12" Check Valves (2) for Hill SFPUC Turnout



The High Pressure Zone is served directly from the SFPUC Hill Turnout. Replacing the existing normally closed valves with check valves would Interconnect the Lower Zone and High Pressure Zone if the Hill turnout is out of service. Under normal conditions, the check valve would prevent unregulated high pressure water from flowing into the Lower Zone. Check valves will be installed at the intersections of Del Norte and Terminal Avenue and Del Norte and Market Place.

## Palo Alto Pope-Chaucer Connection

This project identified in the Water System Master Plan Capital Improvements will install a metered interconnect between the Menlo Park Water System and City of Palo Alto Water system at the Pope-Chaucer bridge, set to be reconstructed as part of the San Francisquito Creek flood improvements project.



## Post Earthquake Operation Plan

While the Water System has an Emergency Response Plan that is updated regularly for general emergency response activities, this plan would focus on the operational response and recovery following a seismic event that potentially impacts the capability to deliver water.

## Reservoir No. 2 Roof Replacement

The project involves the replacement of the roof on Reservoir 2, which is deteriorating and at the end of its life expectancy. The replacement would ensure continued public health protection and system reliability.





## Reservoirs #1 & #2 Mixers

This project funds the purchase and installation of solarpowered mixers for Reservoir #1 and Reservoir #2 to improve water quality.

## Urban Water Management Plan

This project involves the preparation of Menlo Park Municipal Water's Urban Water Management Plan as required by the State. Due in 2021, the plan is developed every five years and assesses water supply and demand conditions.



## Water Main Replacement Project

This project is ongoing and focuses on the design and replacement of the City's aging water supply system to ensure continued public health protection and system reliability. Using a condition assessment based on pipe age, material, size and hazards, sections of the water system that are most vulnerable to failure are selected for replacement.

## Budget navigation

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- [Continue to Environment](#)



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# Environment

Supporting goal of net zero carbon by 2030

## Environment

The Environment CIP provides for a variety of projects and programs to further the City's environmental sustainability initiatives, including those in the City Council adopted Climate Action and Zero Waste Plans. This category of the CIP is primarily supported by the General Fund. However, initiatives pertaining to solid waste are funded through refuse rates.

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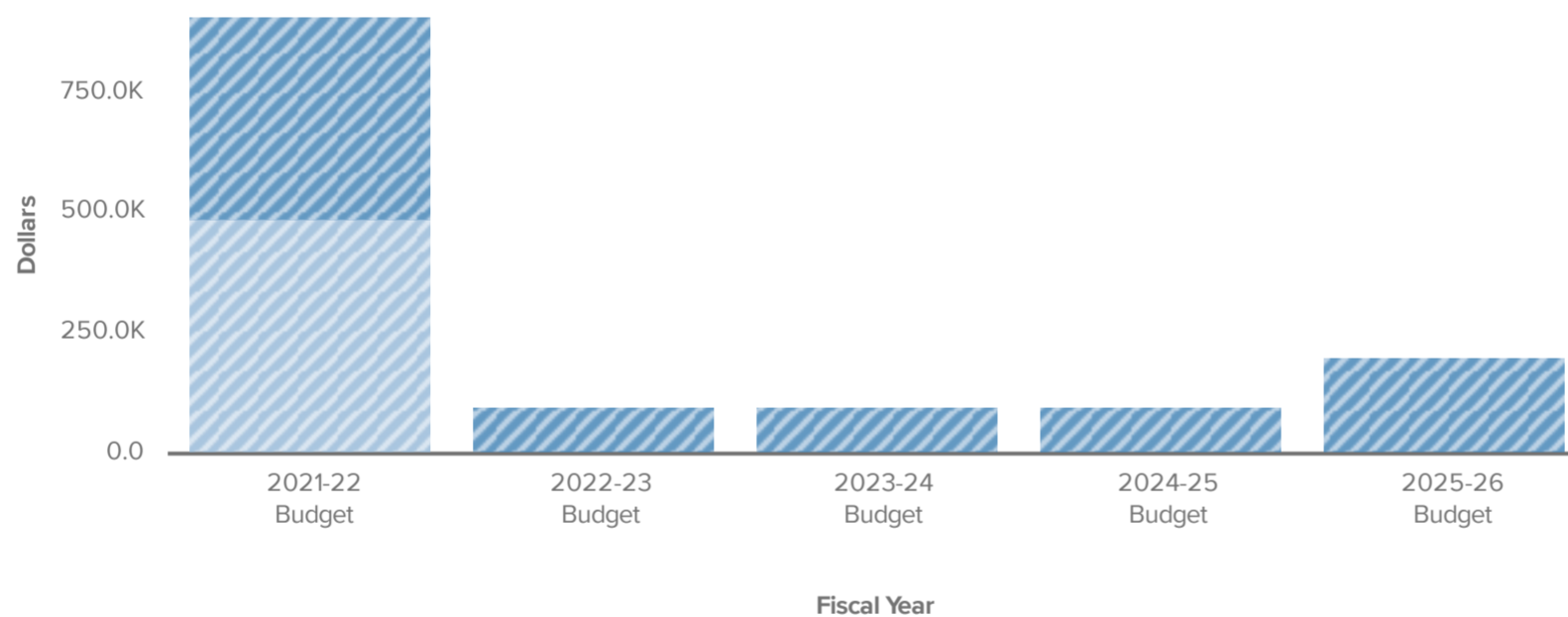
Environment Expenses



Sort Large to Small ▾

- Climate Action Plan
- Electric Vehicle Chargers

Visualization



## Climate Action Plan

The City Council adopted a 2030 Climate Action Plan in 2020. It includes a goal to reach community-wide carbon neutrality by 2030. The purpose of this project is to provide an annual funding source to continue implementation of the CAP programs and strategies. This year, funding will be utilized to start work on exploring policy options to (1) convert 95% of existing buildings to electric by 2030 and (2) expand electric vehicle charging stations at existing multi-family properties.





## Electric Vehicle Chargers at City Facilities

This project installs the necessary infrastructure to support six dual cord, Level 2 electric vehicle chargers in the Council Parking Lot and one electric vehicle charger at the Corporation Yard to support alternative fuel vehicles for the City fleet.

## Sea Level Rise Resiliency Plan

The Sea Level Rise Resiliency project would fund approximately 3 years of membership dues in OneShoreline, the countywide flood protection and sea level rise resiliency agency, formed as a collaborative effort of San Mateo County and 20 cities in the County. The San Mateo County Sea Level Rise Vulnerability Assessment, completed in March 2018, formed the basis for this agency after finding that sea level rise in 2100 could impact \$34 billion in property on the San Francisco Bay shoreline and coastside, north of Half Moon Bay in San Mateo County.



## Budget navigation

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