

# AGENDA

Board Members	Acting
Dave Pine	County Manager/
Carole Groom	Clerk of the Board
Don Horsley	John L. Maltbie
Rose Jacobs Gibson	County Counsel
Adrienne J. Tissier	John C. Beiers

Hall of Justice • 400 County Center • Redwood City • California 94063 • 650-363-4653 • Fax 650-599-1027  
www.co.sanmateo.ca.us

**REGULAR MEETING  
SAN MATEO COUNTY BOARD OF SUPERVISORS  
TUESDAY, MARCH 13, 2012  
9:00 A.M.**

*A copy of the Board of Supervisors' agenda packet is available for review at the Law Library, 710 Hamilton Street at Marshall Street, across from the Hall of Justice. The library is open Monday through Thursday 8:00 a.m. – 8:00 p.m., Friday 8:00 a.m. – 5:00 p.m., and Saturday 12:00 p.m. – 4:00 p.m.*

*Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Rebecca Romero, Agenda Administrator at least 2 working days before the meeting at (650) 363-1802 and/or rxromero@smcgov.org. Notification in advance of the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.*

*If you wish to speak to the Board, please fill out a speaker's slip located on the table near the door. If you have anything that you wish distributed to the Board and included in the official record, please hand it to the Clerk of the Board who will distribute the information to the Board members and staff.*

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **PUBLIC COMMENT**

(This item is reserved for persons wishing to address the Board on any County-related matters not otherwise on this agenda, and on any listed agenda items other than those Matters Set for a Specified Time or on the Regular Agenda. Members of the public who wish to address the Board should complete a speaker request form. Speakers are customarily limited to two minutes.)

## **ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS**

(This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one roll call motion.)

**PRESENTATIONS AND AWARDS**

- A) Presentation of a resolution honoring the Girl Scouts upon their 100th anniversary (Supervisor Don Horsley)
- B) Presentation of the Employee of the Month for March 2012 to Dr. Jonathan Lee, a Supervising Physician in the Health System (County Manager)
- C) Presentation of a proclamation designating March 2012 as National Social Workers Month (Supervisor Adrienne Tissier)
- D) Presentation of commendations honoring the dental professionals who participated in the 2012 Give Kids a Smile Day (Supervisor Dave Pine)
- E) Presentation of a proclamation designating March 2012 as Women's History Month (Supervisor Carole Groom)
- F) Presentation of the annual report by the Commission on the Status of Women (Supervisor Carole Groom)
- G) Presentation of a proclamation designating March 25 through 31, 2012 as Tsunami Awareness Week (Supervisor Adrienne Tissier)

**MATTERS SET FOR SPECIFIED TIME**

Times listed under this section are approximate. The Board makes every effort to adhere to the times listed, but in some cases, because of unexpected presentations, items may not be heard precisely at the time scheduled. In no case will any item be heard before the scheduled time.

- 1. 1:30 p.m.

Presentation of Service Awards, 455 County Center, Room 101, Redwood City (County Manager)

**REGULAR AGENDA**

**COUNTY COUNSEL**

- 2. Approving a process to fill the vacancy caused by the resignation of Tom Huening from the office of the County Controller.

**PLANNING AND BUILDING**

- 3. Resolution approving the Local Hazard Mitigation Plan

4. Resolution amending the Planning and Building Department's Service Fee Schedules

## **PUBLIC WORKS**

5. Resolution authorizing the Director of Public Works to supplement current vegetation management practices through the implementation of a program enhancement plan

## **COUNTY MANAGER**

6. County Manager's Report

## **BOARD OF SUPERVISOR**

7. Board members' reports

## **CONSENT AGENDA**

All items on the consent agenda are approved by one roll call motion unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

8. Approve the minutes for the meetings of February 28 and 29, 2012

## **BOARD OF SUPERVISORS**

9. Resolution authorizing the President of the Board of Supervisors to execute and send a letter to the Federal Housing Finance Agency in Support of Property Assessed Clean Energy Financing (PACE) Districts.
10. Recommendation for the appointment of Edward C. Love to the Board of Building Permit Appeals, term expiring December 31, 2015 (Supervisors Don Horsley and Rose Jacobs Gibson)
11. Recommendation for the reappointments to the First Five Commission: (Supervisor Don Horsley)
  - A) Dr. Harvey Kaplan representing Public Member, term expiring December 31, 2014
  - B) Jorge Glascock representing Public Member, term expiring March 31, 2015
12. Ratification of a resolution honoring George Simon Menzoian for his numerous contributions to the community (Supervisor Carole Groom)
13. Ratification of a resolution honoring the San Mateo National Association for the Advancement of Colored People (NAACP) Branch #1068 upon its 86th anniversary (Supervisor Carole Groom)
14. Ratification of a proclamation designating February 26 through March 3, 2012 as Peace

**COUNTY MANAGER**

15. Resolution:
- A) Waiving the Request for Proposals process and authorizing the County Manager or his designee to execute an agreement with Keyser Marston Associates, Inc. for the provision of an Asset Management and Economic Development Plan for the County by June 2012 in the amount of \$120,303.78
  - B) The County Manager or his designee to execute subsequent amendments and minor modifications in an amount not to exceed \$25,000
16. Resolution authorizing:
- A) Amendments to the lease agreements with Harbor Belmont Associates, a California General Partnership, of office space located at 264 and 310 Harbor Boulevard, Belmont extending the terms through April 30, 2013 at the current monthly rent of \$38,422.80 for 264 Harbor Boulevard and at the current monthly rent of \$19,920 for 310 Harbor Boulevard; and
  - B) The County to terminate the leases on 90 days notice; and
  - C) The County Manager or his designee to accept or execute notices, options and documents associated with the amendments and leases including, but not limited to extension or termination of the leases under the terms set forth
17. Resolution authorizing:
- A) A Quitclaim Deed granting a sewer easement to the City of San Mateo over a portion of 2000 South Delaware Street located in the City of San Mateo and owned by the Redevelopment Agency of the City of San Mateo; and
  - B) The County Manager or his designee to execute any documents necessary to complete the transfer
18. Resolution: (4/5ths vote required)
- A) Finding Assessor's Parcel Number 056-210-360 consisting of 1.1 acres on Arnold Way in the City of Half Moon Bay is not required for County use and is suitable for use for affordable housing purposes; and
  - B) Authorizing the County Manager or his designee to execute a Quitclaim Deed conveying Assessor's Parcel Number 056-210-360 to the Housing Authority of the County of San Mateo; and
  - C) Authorizing the County Manager or his designee to execute any documents necessary

to complete the transfer

## **GOVERNING BOARD**

19. Acting as the Governing Board of the San Mateo County Flood Control District approve the appointment of Neil R. Cullen to the Oversight Board for the Successor Agency to the dissolved South San Francisco Redevelopment Agency (Public Works)

## **HEALTH SYSTEM**

20. Resolution authorizing:
  - A) An amendment to the agreement with the California Department of Aging, increasing the amount by \$29,188 to \$315,735, no Net County Cost; and
  - B) A transfer in the amount of \$29,188 from Unanticipated Revenue to Provider Services Programs (4/5ths vote required)
21. Resolution authorizing an amendment to the agreement with Caduceus Systems, LLC for the provision of a Materials Management Information System, increasing the scope of services and increasing the amount by \$254,000 to \$683.830.98
22. Resolution authorizing:
  - A) An amendment to the agreement with Lawrence J. Funk, FACHE for the provision of project management for the transition out of Burlingame Long Term Care, extending the term through September 30, 2013, increasing the amount by \$225,000 to \$325,000; and
  - B) The Chief of the Health System or her designee to execute subsequent amendments and minor modifications in an amount not to exceed \$25,000
23. Introduction of an ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety
24. Introduction of an ordinance amending the Master Salary ordinance and waiver of reading the ordinance in its entirety
25. Adoption of an ordinance amending the Master Salary ordinance, previously introduced on February 28, 2012 and waiver of reading the ordinance in its entirety

## **HOUSING**

26. Resolution authorizing:
  - A) An agreement with MP Delaware Pacific Associates, L.P., for the provision of assisting in the development of affordable housing at 2000 South Delaware, San Mateo for the

term of March 13, 2012 through March 12, 2016 in the amount of \$1,986,532, no Net County Cost; and

- B) The Director of the Department of Housing or his designee to execute subsequent amendments and minor modifications in an amount not to exceed \$25,000

27. Resolution approving the Residential Anti-Displacement and Relocation Assistance Plan

## **HUMAN RESOURCES**

28. Report recommending the denial of the following claims (Non-culpable):

Boris Bolshakov

Greg Drake

May Lee

Robert Morawietz

Pacific Bell Telephone Company dba AT&T

Deborah Parkinson

Andrew Scott

State Farm, Jim Stewart and John Zderic

Colleen Wong (2)

Application for leave to present a late claim (No statutory basis for excuse):

Morgana Real

## **HUMAN SERVICES AGENCY**

29. Resolution waiving the Request for Proposals process and authorizing the County Purchasing Agent to execute maintenance agreements and to issue purchase orders to Northwoods for the provision of proprietary software licenses, maintenance and support for the term of March 1, 2012 through April 30, 2015 in an amount not to exceed \$950,000

## **PLANNING AND BUILDING**

30. Agreement between the City and County of San Francisco and the County of San Mateo for the partial reimbursement of Airport/Community Roundtable costs

## **PUBLIC WORKS**

31. Resolution authorizing the Director of the Public Works Department to proceed with:

A) Preparing plans and specifications for projects to be constructed during the 2012 construction season, which are maintenance type projects that:

1) do not have long lead times for design;

2) are not considered controversial requiring specific property owner input; and

3) do not require state or federal grant approvals, which have not previously been approved by the Board, or extensive permit approvals from regulatory agencies; and

- B) Advertising for bids on the maintenance type projects as defined above

**CLOSED SESSION**

(The Board will adjourn to closed session to consider the following items at the end of the agenda, or at any time during the meeting as time permits. At the conclusion of closed session, the Board will reconvene in open session to report on any actions taken for which a report is required by law.)

- A) Conference with Legal Counsel - Existing Litigation

Arnett, Carl v. County of San Mateo, et al.  
San Mateo County Superior Court Case No. 502984

Early Ulysses S. Grant, et al., v. County of San Mateo, et al.  
San Mateo County Superior Court Case No. 509185

Satorre, Ray, et al., v. Mark Church, et al.  
San Mateo County Superior Court Case No. 504866

Whitsitt, Laura v. County of San Mateo, et al.  
United States District Court Case No. 10-4996

- B) Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9

Telecasts of the San Mateo County Board of Supervisors meetings can be seen throughout most of San Mateo County, Thursdays at 7:30PM, replayed on Fridays at 8:00AM and Saturdays at 10:00AM on Peninsula TV Channel 26. Palo Alto Cable viewers can see the meetings Thursday nights at 7:00PM on Channel 29. For more information on air dates for other communities, please contact Peninsula TV at (650) 637-1936.

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the office of the Clerk of the Board of Supervisors, located at 400 County Center, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the County's Internet Web site, at the link for Board of Supervisors agendas for upcoming meetings. The website is located at: [http://www.co.sanmateo.ca.us/smc/departments/bos/home/0,2151,1864\\_26218,00.html](http://www.co.sanmateo.ca.us/smc/departments/bos/home/0,2151,1864_26218,00.html). The San Mateo County Ordinance Code can be accessed on the World Wide Web at: [http://library2.municode.com/default-now/home.htm?infobase=16029&doc\\_action=whatsnew](http://library2.municode.com/default-now/home.htm?infobase=16029&doc_action=whatsnew)

# Proclamation

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
PROCLAMATION DESIGNATING MARCH 11 THROUGH MARCH 17, 2012, AS  
**GIRL SCOUTS' WEEK**

\*\*\*\*\*

WHEREAS, on March 12, 1912, the first GIRL SCOUTS meeting was held in Savannah, Georgia led by Juliet Gordon Low, the founder of GIRL SCOUTS OF THE USA; and

WHEREAS, since this first meeting more than 50 million girls have participated in the GIRL SCOUTS movement during their childhood and that number continues to grow as GIRL SCOUTS OF THE USA continues to inspire, challenge, and empower girls everywhere; and

WHEREAS, there are currently 4,471 GIRL SCOUTS in San Mateo County, 47,000 girl and 32,000 adult members in Northern California and 3.2 million members in the USA; and

WHEREAS, GIRL SCOUTS OF THE USA is the largest, longest running and most effective leadership program for girls in the nation; and

WHEREAS, 69% of current women US Senators, 65% of women in the House of Representatives, 55% of all astronauts, and an estimated 80% of women business executive and business owners were once GIRL SCOUTS and countless women educators, scientists, and women in media and performing arts discovered their passions and talents as GIRL SCOUTS and 64% of female leaders listed in Who's Who of American Women in the United States were once GIRL SCOUTS; and

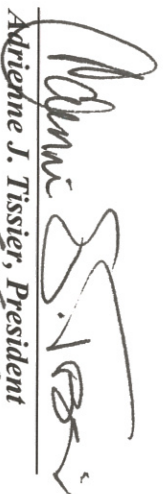
WHEREAS, GIRL SCOUTS in the 1900's developed the same core values while learning housekeeping and forestry badges as girls today learn while earning computer technology and financial literacy badges; and

WHEREAS, we know that GIRL SCOUTS develops girls of Courage, Confidence and Character who make the world a better place; and

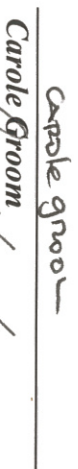
NOW, THEREFORE BE IT PROCLAIMED that the Board of Supervisors of the County of San Mateo, State of California hereby designates the week of March 11 through March 17, 2012, as GIRL SCOUTS' WEEK in San Mateo County.

Dated: MARCH 13, 2012

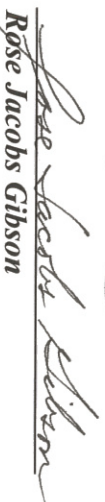
**SUPERVISORS:**

  
Adrienne J. Tissier, President

\_\_\_\_\_  
Dave Pine

  
Carole Groom

  
Don Horsley

  
Rose Jacobs Gibson



Attest:

  
Deputy Clerk of the Board of Supervisors





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office



**DATE:** February 27, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** John L. Maltbie, Acting County Manager  
**SUBJECT:** Employee of the Month for March 2012

**RECOMMENDATION:**

Honor Dr. Jonathan Lee as Employee of the Month for March 2012 and authorize the President of the Board to sign the commendation.

**BACKGROUND:**

The Employee of the Month program was established in December 1984 to recognize and honor County employees who consistently demonstrate an outstanding level of performance.

Our Employee of the Month for March 2012 is Dr. Jonathan Lee, a Supervising Physician, in the Health System.

**DISCUSSION:**

Dr. Jonathan Lee is the Medical Director of San Mateo Medical Center's (SMMC's) North County Clinics, including the Daly City Clinic and the South San Francisco Clinic. He has served in that role for 4 1/2 years, after being promoted from a staff physician 8 months after beginning his work with SMMC. For the last 3 years he has also served as Chair of the Department of Primary Care and Community Medicine, elected by his peers to this medical staff leadership role. Together these clinics provide over 35,000 visits annually and provide a primary care medical home to approximately 8,000 patients.

In addition to carrying a patient panel of 640 patients himself, Dr. Lee has done a remarkable job leading the transformation of SMMC's primary care clinics into a 21st century model of care, improving the health of the community while at the same time improving quality in the most efficient way possible. For years he has led efforts to improve cycle time, improve care to patients with chronic pain, to improve the quality of care to patients with diabetes, and currently he is leading efforts to implement Lean philosophy. His clinic has created and maintained open access schedules and has

consistently maintained cycle times for patient visits at close to one hour. Under his leadership, organization of space has improved and a deep dive into prescription management is reducing wasted work effort by staff and clinicians.

Overall, he is a smart, creative, caring and compassionate physician and leader, respected by all with whom he works. He is never deterred by complex problems and is incredibly persistent in getting them solved, working with diverse stakeholders to do so.

Approval of the Employee of the Month contributes to the Shared Vision 2025 outcome of Prosperous Community by recognizing employees that foster innovation and excellence in the services provided.

Our County is fortunate to have Dr. Jonathan Lee as one of its outstanding employees.

# PROCLAMATION

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
PROCLAMATION DESIGNATING MARCH 2012 AS

## National Social Work Month

\*\*\*\*\*

WHEREAS, the Social Work profession has been instrumental in advances for civil and human rights in the United States and globally for more than a century; and

WHEREAS, the primary mission of Social Work is to enhance human well-being and help meet the people's basic needs, especially the most vulnerable in our society; and

WHEREAS, programs and services provided by Social Workers are essential elements of the American social safety net; and

WHEREAS, Social Workers have pivotal impact on reducing poverty; child and adolescent development; child protection and family services; mental and behavioral health treatment; nonprofit management and community development; and

WHEREAS, Social Workers function as specialists, consultants, private practitioners, educators, community leaders, policymakers and researchers; and

WHEREAS, Social Workers seek to improve social conditions for people in emotional, psychological, economic and/or physical need; and

WHEREAS, Social Workers are experts in care coordination, case management, and therapeutic treatment for biopsychosocial issues spanning more than 50 different fields of practice; and

WHEREAS, Social Workers believe that a community's strength depends on the ability of its citizens to lead healthy and productive lives; and

WHEREAS, Social workers help people, who are often navigating major life challenges, find hope and new options for achieving their maximum potential.

NOW, THEREFORE, BE IT PROCLAIMED, our nation is more successful because of America's 640,000 social workers, the Board of Supervisors proclaims March 2012 Professional Social Work Month and calls upon all county residents to join San Mateo County in celebration of the Social Work profession.

Dated: MARCH 13, 2012

SUPERVISORS:

ADRIENNE J. TISSIER, PRESIDENT

DAVID PINE

CAROLE GROOM

DON HORSLEY

ROSE JACOBS GIBSON



Attest: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors

# PROCLAMATION

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
PROCLAMATION DESIGNATING MARCH 2012 AS

## WOMEN'S HISTORY MONTH

\*\*\*\*\*

*PROCLAIMED, by the Board of Supervisors of the County of San Mateo, State of California, that*

*WHEREAS, the tremendous contributions by women throughout US as well as world history have been significant, yet unfairly overlooked and forgotten; and*

*WHEREAS, in every facet of government, business, science, education and society as a whole, women continue to be integral at every level, changing lives for the better and improving conditions for everyone; and*

*WHEREAS, in 1987, the United States Congress designated March as National Women's History Month in recognition of the myriad roles played by women as well as their ongoing struggle for genuine equality; and*

*WHEREAS, for more than two decades, San Mateo County has embraced various programs enhancing women's talents and skills, while removing cultural and political barriers to women's professional development and advancement; and*

*WHEREAS, the annual Women in County Government event and the county's Commission on the Status of Women, are just two of the ongoing efforts toward ensuring that 50 percent of the population is never again ignored,*

*NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of San Mateo County designates March 2012 as Women's History Month, and encourages the public to acknowledge and applaud the hard work of women, their leadership and their rightful and equal place among all.*

*Dated: February 1, 2009*

### SUPERVISORS:

\_\_\_\_\_  
*ADRIENNE J. TISSIER, President*

\_\_\_\_\_  
*DAVE PINE*

\_\_\_\_\_  
*CAROLE GROOM*

\_\_\_\_\_  
*DON HORSLEY*

\_\_\_\_\_  
*ROSE JACOBS GIBSON*



*Attest:* \_\_\_\_\_  
*Deputy Clerk of the Board of Supervisors*

## 40 YEARS OF SERVICE

**Susan Durling**  
*Public Works*

## 30 YEARS OF SERVICE

**Unaloto Finau**  
*Superior Court*

**Meg Gilmore**  
*Information Services*

## 20 YEARS OF SERVICE

**Michaela Banks**  
*Health System*

**Gloria Lee**  
*Health System*

**Maria Contreras**  
*Health System*

**Karin Low**  
*Health System*

**Andre Jackson**  
*Sheriff's Office*

**Carolyn Marks**  
*Health System*

**Robert Keliiaa**  
*Health System*

**Kathleen Merlo**  
*Human Services Agency*

**Jenifer Laurent**  
*Health System*

**Cheryl Walker**  
*Health System*

## 10 YEARS OF SERVICE

**Imelda Barlaan**  
*Health System*

**Joaquin Jimenez**  
*Probation*

**Omar Blake**  
*Health System*

**Stephen Kearns**  
*Health System*

**Luis Cid**  
*Health System*

**Marvin Mc Duffie**  
*Sheriff's Office*

**Yolanda Cortez**  
*Health System*

**Marlene Mitchell**  
*Health System*

**Debbie Damante**  
*Human Services Agency*

**Peter Opiana**  
*Sheriff's Office*

**Pablo De La Riva**  
*District Attorney's Office*

**Marsha Pharo**  
*Sheriff's Office*

**Ana Edmondson**  
*Health System*

**Maribel Prado**  
*Health System*

**Benedicta Gaza**  
*Human Services Agency*

**Louise Rogers**  
*Health System*

**Nidia Gonzalez**  
*Health System*

**Robert Simbe**  
*Human Services Agency*

**Seema Janjua**  
*Health System*

**Carmela Soto**  
*Health System*

# 10 YEARS OF SERVICE

~ continued ~

**Jennifer Vieira**  
*Sheriff's Office*

**Waymond Wong**  
*Health System*



## County of San Mateo

### SERVICE AWARDS

*Congratulations and sincere thanks from the Board of Supervisors and the citizens of San Mateo County to each of you being honored today. We are proud to recognize and commend your hard work and professional commitment. You exemplify the highest standards of public service.*

Adrienne J. Tissier  
President, Board of Supervisors

March 13, 2012

**March 13, 2012**



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
**Human Resources Department**



**DATE:** March 5, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Donna Vaillancourt, Director, Human Resources  
John C. Beiers, County Counsel

**SUBJECT:** Process to Fill Office of the Controller Vacancy

**RECOMMENDATION:**

Approve a process to fill the vacancy caused by the resignation of Tom Huening from the office of County Controller.

**BACKGROUND:**

On February 10, 2012, Controller Tom Huening submitted his letter of resignation to the Board effective March 31, 2012. At its February 28, 2012, meeting, the Board discussed the methods by which it could fill the Controller vacancy and expressed a desire to discuss the matter more fully at its March 13th meeting upon receipt of more detailed information regarding a potential appointment process from Human Resources.

**DISCUSSION:**

The County Charter provides the Board with authority to determine whether to fill the Controller vacancy by appointment or election. By way of summary, the Board's options include: 1) appointing a replacement with or without a formal selection process; 2) calling for an election on a general election date (*i.e.*, the November 6, 2012, Presidential General Election); or 3) calling for an election on a special election date to occur not less than 102 days and not more than 131 days from the order calling such election. Pursuant to the Charter, the Board must either make such appointment or call for an election within 30 days of the effective date of the vacancy (*i.e.*, by April 30, 2012).

Pursuant to Government Code § 26945, any replacement, whether appointed or elected, must satisfy at least one of the following criteria: 1) be a certified CPA; 2) hold a baccalaureate degree in accounting or its equivalent and not less than three years experience within the last five years in a senior management position in a public agency, private firm, or nonprofit organization; 3) be a designated professional internal auditor with at least sixteen college semester units in accounting, auditing, or finance; or 4) have at least three years of continuous service as a county auditor, chief deputy county auditor, or chief assistant county auditor.

To the extent the Board decides to appoint an individual to fill the vacant Controller position, the Board may decide to utilize a formal selection process. An overview of a recommended process utilized by Human Resources in the past is as follows:

- (1) Developing an application made available to the public;
- (2) Receiving application forms as well as complete Forms 700 from potential appointees;
- (3) Receiving an opinion from the Elections Officer regarding the residency eligibility of the candidates;
- (4) Convening a special Board meeting at which each candidate will be asked to respond to a set of questions; and
- (5) Making a selection from among the eligible candidates.

Additional details regarding this formal selection process are set forth on Attachment A hereto. If a replacement is appointed prior to the effective date of the resignation, he or she will take office upon the effective date of Mr. Huening's resignation. Such appointee would then hold the office for the remainder of Mr. Huening's term, and if he or she thereafter decides to run for the office, would do so as the incumbent.

Filling the vacancy of the Office of the Controller contributes to Shared Vision 2025 of Collaborative Community by ensuring the continuity of County operations.

**FISCAL IMPACT:**

If the Board appoints a replacement, there will be no fiscal impact regardless of whether the Board utilizes a formal public process similar to that described above.

If the Board calls for an election on a special election date, a special all-mail ballot election is estimated to cost approximately \$800,000 and a special traditional (polls) election is estimated to cost \$1,700,000.

If the Board calls for an election to be held in conjunction with the November 6, 2012, Presidential General Election, the estimated fiscal impact is \$40,000, which constitutes the incremental costs of adding such item to the ballot.



## Attachment A

### Selection Process for Appointment to the Vacant Controller Position

To insure a timely, seamless and transparent appointment, the Human Resources Department is recommending the following selection steps and timeline:

- Prior to March 14, 2012** The Human Resources Department, in conjunction with key stakeholders, develops a job announcement of the “Opportunity for Appointment”, requesting applications for consideration for appointment as the Controller. The announcement will include:
1. A description of the position and required qualifications
  2. Characteristics of the ideal candidate
  3. Possible challenges and potential opportunities
- March 14, 2012** The announcement of “Opportunity for Appointment” will be advertised on the County website and relevant industry websites and a newspaper or general circulation.
- March 14 – April 2, 2012** The Human Resources Department will serve as recipient of the Applications for Appointment, which will include Form 700 as well as a demonstration of the qualifications for the position.
- April 2, 2012** Application closing date.
- April 3 - 6** The Elections Officer will review the Applications for Appointment to determine the residency eligibility of the candidates.
- Week of April 9** Members of the Board of Supervisors will be provided with the Applications for Appointment for review.
- Week of April 16** At the specially convened Board Meeting during the week of April 16, the Applicants will be invited to give a presentation to the Board of Supervisors and respond to pre-determined questions that by way of example could include:
1. Describe your qualifications for the Office of San Mateo County Controller and discuss your executive leadership experience, budget and financial management and personnel effectiveness.
  2. Discuss the biggest challenge facing the counties in California today. What would you do as the Controller to help San Mateo County successfully deal with the challenge?
  3. Tell us what interests you about the Office of the Controller and the three reasons you believe you are the most qualified candidate.
- April 24, 2012** At the regularly scheduled Board Meeting, the Board of Supervisors will discuss the strengths of the Applicants and either: 1) make their selection for appointment to the vacant Office of the Controller effective April 30, 2012; or 2) call for an election to fill the vacancy.



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Planning and Building Department



**DATE:** February 27, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Jim Eggemeyer, Community Development Director  
**SUBJECT:** Resolution approving Local Hazard Mitigation Plan

**RECOMMENDATION:**

Adopt a Resolution approving the Local Hazard Mitigation Plan.

**BACKGROUND:**

The Local Hazard Mitigation Plan is required by the Federal Disaster Mitigation Act of 2000 (DMA 2000). In the Bay Area, the Association of Bay Area Governments (ABAG) coordinated the development of local hazard mitigation plans for all counties and cities in 2005, as well as the updates to these plans in 2010. Jurisdictions must adopt a Local Hazard Mitigation Plan to be eligible for FEMA hazard mitigation funds. These plans are required to be approved by FEMA and adopted by the Board of Supervisors in order for the County to be eligible for both pre-disaster and post-disaster mitigation grant programs from the Federal Government.

Each Local Hazard Mitigation Plan must have a regional component and a local component. The regional component is the Multi-Jurisdictional Local Government Hazard Mitigation Plan for the San Francisco Bay Area (Taming Natural Disasters), which has been adopted by ABAG and approved by FEMA. The local component is called "The Annex." The "Annex" identifies the location and quantifies the amount of land in the County that is potentially susceptible to natural hazards and includes a Mitigation Strategy Worksheet that prioritizes strategies for mitigating the hazards.

The County's Annex details the possible County assets that could be at risk. Those assets include local roads, water and sewer lines, schools, public facilities, and hospitals. Potential disasters discussed include earthquake faulting and shaking, liquefaction, tsunamis, flooding, landslides, wildfires, dam failure inundation, major winter storms, and drought.

In order to draft the proposed update to the County's 2005 Annex, the Planning and Building staff coordinated with many different County Departments including Public Works, Office of Emergency Services, County Fire, Building, and Health. Additionally,

County Planning worked closely with ABAG, which served as the regional facilitator. Based on these discussions, it was determined that major changes to the 2005 Annex were unnecessary, as most of the mitigation strategies and priorities identified in the 2005 Annex remain accurate and applicable. Changes included in the proposed update (Attachment A) are generally limited to minor adjustments to the Local Hazard Mitigation Strategy Worksheet template provided by ABAG, and the inclusion of new information in the text of the plan that, among other things, updates information regarding the susceptibility of critical facilities in the County; identifies disasters that have occurred in the County since 2005; discusses the progress that has been made in implementing the hazard mitigation strategies contained in the 2005 Annex; and outlines priorities for the next five years.

In accordance with disaster planning requirements, the Local Hazard Mitigation Plan and the County's Annex were adopted in 2006 as a component to the County's General Plan, in the form of an appendix. The proposed update retains this organizational structure, and therefore constitutes an amendment to the San Mateo County General Plan.

**DISCUSSION:**

The County of San Mateo is susceptible to many natural disasters, including tsunamis, dam failure inundations, flooding, wildland fires, landslides, earthquakes, and liquefaction. The County is also susceptible to man-made disasters such as toxic spills, airplane crashes, gas pipeline explosions, and acts of terrorism. For the safety and welfare of its residents, the County needs to be prepared if these disasters occur. The best way to be prepared is to adopt programs that mitigate in advance the impacts of disasters. Relief from disaster can be much greater as a result of preparation for the disaster rather than through reaction to the disaster.

The proposed update lists all existing programs that the County is now carrying out, including many new programs that were identified as high priorities by the 2005 Annex. The plan also describes priorities for the next five years, including: completion of the Energy Efficiency and Climate Change General Plan Update, which will address hazards related to sea level rise, coastal erosion, and other environmental conditions that may be influenced by climate change; relocation and enhancement of the County's Emergency Operations Center, which will enhance the County's response and recovery capacity and enable the emergency operations center to be maintained in a fully functional state of readiness; and enhancements to the County's tsunami warning system, including an expanded telephone notification system and operational improvements to the outdoor warning sirens.

In order for the County to be eligible for the pre-disaster and post-disaster mitigation grant programs, the County must have an approved plan that has been adopted by the County Board of Supervisors. If the plan is not adopted, the County would not be eligible for Hazard Mitigation Grant Program (HMGP) project grant money next year. Once the plan is approved, the grant money that would be available will help the County mitigate possible disasters or events that could affect the safety and welfare of San Mateo County.

On February 22, 2012, the Planning Commission conducted a public hearing and reviewed the proposed update to the County's Annex. Their comments and direction to staff included: referencing man-made hazards in the staff report and Resolution; correcting errors in the table on page 6; and clarifying sections of text and some of the mitigation strategies contained in the Draft Annex. At the conclusion of the hearing, the Planning Commission recommended (3-0) your Board adopt the Resolution approving the Local Hazard Mitigation Plan.

County Counsel has reviewed and approved the Resolution as to form.

The adoption of the Resolution contributes to the 2025 Shared Vision outcome of a Livable Community by identifying programs and strategies that prepare the County for disasters.

**FISCAL IMPACT:**

There is no Net County Cost associated with this action. The County would become eligible to apply for Federal grant funding to help mitigate natural disasters.

**ATTACHMENT:**

A. Local Hazard Mitigation Annex

Note: The Association of Bay Area Governments Local Hazard Mitigation Plan, to which the County's Plan is an annex, is available for review at <http://quake.abag.ca.gov/mitigation/>.



Annex to 2010 Association of Bay  
Area Governments  
Local Hazard Mitigation Plan  
*Taming Natural Disasters*

San Mateo County

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## **Introduction**

The County of San Mateo has 455 square miles of land area and a population of 718,451. The portion of the population that resides in the unincorporated area of County (outside of city boundaries) is 61,222. Located on the peninsula bounded by San Francisco Bay to the east, the Pacific Ocean to the west, the City/County of San Francisco to the north, and Santa Clara and Santa Cruz Counties to the south, San Mateo County is no stranger to disasters. The County currently employs 5,844 people, and has a total budget of \$1.7 Billion. It owns, occupies, and manages an extensive array of properties, facilities, and services that are both vulnerable to disasters and important to the way in which the County responds to disasters.

## **The Regional Planning Process**

The County of San Mateo participated in various ABAG workshops, conferences, and meetings, including:

- Six ABAG Regional Planning Committee meetings
- The ABAG Executive Board meeting on September 17, 2009
- The ABAG sponsored County/City Workshop conducted at the County Government Center in Redwood City

For more information on these meetings and for rosters of attendees, please see Appendix A and H in the ABAG Multi-Jurisdictional Local Hazard Mitigation Plan 2010 (MJ-LHMP). In addition, the County of San Mateo has provided information on facilities that are defined as “critical” to ABAG for ABAG’s use in developing the multi-jurisdictional plan.

## **The Local Planning Process**

Representatives from multiple County departments participated in the review and update of the mitigation strategies contained in the County’s 2005 Annex. Personnel involved in these discussions included senior management and staff from Planning and Building, Health, Public Works, Fire, and Emergency Services. The group was made up of planners, building department officials, facility managers, civil engineers, public health specialists, emergency coordinators and fire officials.

No formal meeting agendas, minutes, or sign in sheets were prepared during the staff team process. San Mateo County’s approach involved a collaborative, informal review and discussion of materials.

### ***Review and Incorporation of Existing Information***

The San Mateo County General Plan contains land use and development policies that seek to avoid and minimize public exposure to human-induced and natural hazards. General Plan policies are implemented by the County’s Zoning, Building, and Subdivision Regulations, as well as through appendices to the General Plan such as this Annex. Together, these policies,

regulations, and appendices comprise the totality of the San Mateo County Local Hazard Mitigation Plan Annex.

Since 2005, the County has updated its Building Regulations to incorporate recent changes to state and federal building codes. As noted above, these amended regulations are incorporated as part of this plan, and ensure that new and remodeled structures are constructed in a manner that appropriately responds to reasonably foreseeable natural disasters such as floods, wildfires, landslides, and earthquakes.

The County is currently in the process of updating the General Plan to include an Energy Efficiency and Climate Change Element that will, among other things, help prepare the County to adapt to changing environmental conditions that may result from potential changes in climate. Research and discussions conducted to date validates the need for strategies and measures that will enable San Mateo County to adapt to changing climatic conditions and avoid the potential hazards that could otherwise be created.

The following documents were reviewed and incorporated into this annex in addition to those documents referenced in Appendix A of the regional plan.

<b>Existing plans, studies, reports, and technical information</b>	<b>Method of incorporation into the jurisdiction annex</b>
San Mateo County General Plan, including but not limited to the Man-made and Natural Hazards Chapters	Hazards Assessment and priority mitigation actions
Capital Improvements Plan	Priority mitigation actions and programs
San Mateo County Emergency Operations Plan (EOP)	Priority mitigation actions and programs

Maps and technical information generated by the Federal Emergency Management Agency and other governmental agencies provide additional tools that are regularly used by the County in its ongoing efforts to prevent and reduce the adverse impacts associated with disasters. New information released since the last annex that is applied by the County in the development review process, and in the creation of emergency response plans, include new fire zone severity and tsunami inundation maps.

***Process of Updating Plan Sections***

The code amendments incorporated within this Annex involved a significant amount of public outreach and engagement. Updates to the County’s building regulations were considered at public hearings conducted by the Planning Commission and the Board of Supervisors, during which verbal and written comments were received and considered. Notices of these hearings were published in local newspapers and mailed to interested parties.

Additionally, emergency training events conducted by the County, and actual emergency operations, provided valuable experience applying the strategies contained in this annex. The 2010 Glenview Natural Gas Pipeline Explosion and Fire Conflagration in San Bruno, and the



2011 tsunami, as well as a number of Emergency Operation Center exercises, provided an opportunity for the County to apply and evaluate many of these strategies.

Based on the information gained through these activities, it was determined that a major update to San Mateo County's 2005 Local Hazard Mitigation Plan Annex was not necessary. Most of the information contained in the 2005 Annex remains accurate and applicable, with exception to the Planning Process section, which has been updated to describe the process used to generate this 2010 Annex, and minor updates and corrections that have been made to the attached Mitigation Strategies Table.

### ***Public Meetings***

The public had the opportunity to learn about and comment on the draft mitigation strategies at the San Mateo County Planning Commission meeting of February 22, 2012. Notice of this meeting, and copies of the draft strategies, were posted on the San Mateo County Planning and Building Department's website. Public notice was also published in the San Mateo County Times and the Half Moon Bay Review, and sent via email and first class mail to the Planning Commission mailing list. The draft mitigation strategies were also published on the ABAG website for public viewing. Copies of these notices and publications are attached as Exhibit A.

Comments received during the Planning Commission hearing, or in response to the information posted on the websites, will be considered and addressed during the public hearing to be conducted by the San Mateo County Board of Supervisors on March 13, 2012. This hearing will be preceded by additional public notice, and is anticipated to result in the Board's adoption of the Annex an implementation appendix of the San Mateo County General Plan.

### **Hazards Assessment**

The ABAG Multi-Jurisdictional Local Hazard Mitigation Plan, to which this is an annex, lists nine hazards that impact the Bay Area, five related to earthquakes (faulting, shaking, earthquake-induced landslides, liquefaction, and tsunamis) and four related to weather (flooding, landslides, wildfires, and drought). Maps of these hazards and risks are shown on the ABAG website at <http://quake.abag.ca.gov/mitigation/>.

San Mateo County has reviewed and ranked the hazards identified by ABAG based on past disasters and expected future impacts. Based on this review, it was determined that earthquakes (particularly shaking), flooding (including dam failure), wildfire, and landslides (including unstable earth) pose significant risks for the unincorporated area. The County does not face any natural disasters not listed in the ABAG multi-jurisdictional plan and no new hazards have been identified since the original development of this plan in 2005.

The County has undertaken a number of general hazard mapping activities pursuant to the Natural Hazards Chapter of the General Plan and as part of other County programs. However, these maps are less detailed and are not as current as those shown on the ABAG website at <http://quake.abag.ca.gov/mitigation/>.

## Past Occurrences of Disasters (natural and human-induced)

San Mateo County has experienced a number of different disasters over the last 50 years, including numerous earthquakes, floods, droughts, wildfires, energy shortages, landslides, and severe storms. Periodic landslides, for example, have destroyed residences in the La Honda area and closed Highway One at Devil's Slide for extended periods of time.

More information on State and Federally declared disasters in San Mateo County can be found at <http://quake.abag.ca.gov/mitigation/ThePlan-D-Version-December09.pdf>

In addition to the declared disasters noted in Appendix D, locally significant incidents that have also impacted San Mateo County in the last several years include:

- March 11, 2011 – Tsunami triggered by Japan Earthquake  
Waves from a tsunami created by the major earthquake in Japan resulted in tsunami warnings for the entire western coast of the United States and Canada, the evacuation of low lying areas in Princeton-by-the-Sea, and minor damages to vessels and an abalone farm within Pillar Point Harbor.
- September 9, 2010- San Bruno Fire  
The explosion of a 30-inch high pressure natural gas pipeline and fire resulted in the death of 8 people, destroyed 38 homes, and damaged many more.
- January 10, 2010 – Major Winter Storm  
High winds, heavy rains, thunderstorms, and large ocean waves triggered the activation of Emergency Operation Centers and resulted in minor flooding and landslide damage.
- May 12 through July 05, 2008 – Heat Wave  
Unusually high temperatures caused cooling centers to be opened.
- March 10, 2008 – Closure of Ocean Boulevard  
Coastal bluff instability associated with wave activity and the presence of numerous local faults resulted in the closure of Ocean Boulevard between Los Banos and San Lucas streets.

## Risk Assessment

### *Urban Land Exposure*

San Mateo County examined the hazard exposure of its urban land based on information in ABAG's website at <http://quake.abag.ca.gov/mitigation/pickdbh2.html>. The "2005 Existing Land Use with 2009 Mapping" file was used for this evaluation.

In general, the hazard exposure of the County has not increased over time, as the amount of urban land increases has remained essentially the same over the past five years. The following table described the exposure of urban land within the unincorporated County to the various hazards.

<b>Exposure (acres of urban land)</b>			
<b>Hazard</b>	<b>Plan Year 2005</b>	<b>Plan Year 2010</b>	<b>Change</b>
<i>Total Acres of Urban Land</i>	31,277	31,215	(62) <sup>1</sup>
Earthquake Faulting (within CGS zone)	1,380	1,404	24
Earthquake Shaking (within highest two shaking categories) <sup>2</sup>	25,959	26,099	140
Earthquake-Induced Landslides (within CGS study zone)	Not available <sup>3</sup>		
Liquefaction (within moderate, high, or very high liquefaction susceptibility)	6,089	6,197	108
Flooding (within 100 year floodplain)	1,084	1,108	24
Flooding (within 500 year floodplain)	238	243	5
Landslides (within areas of existing landslides)	5,932	5,999	67
Wildfire (subject to high, very high, or extreme wildfire threat)	13,078	13,989	911
Wildland-Urban Interface Fire Threat	10,838	11,242	404
Dam Inundation (within inundation zone)	811	832	21
Drought <sup>4</sup>	31,277	31,215	(62)

<sup>1</sup> The reduction in the amount of unincorporated urban land is attributed to ABAG mapping revisions intended to improve accuracy. There have been no changes to the urban land use designations established by the San Mateo County General Plan.

<sup>2</sup> In large part because the San Andreas fault system runs through the County.

<sup>3</sup> Maps have not yet been prepared for San Mateo County

<sup>4</sup> All urban areas of unincorporated San Mateo County are subject to drought.

### ***Infrastructure Exposure***

San Mateo County also examined the hazard exposure of infrastructure within the unincorporated area based on the information on ABAG's website at <http://quake.abag.ca.gov/mitigation/pickdbh2.html>. Of the 918 miles of roadway in San Mateo County, the following are exposed to the various hazards analyzed.

Exposure (miles of infrastructure)						
Hazard	Roadway		Transit		Rail	
	Plan Year 2005	Plan Year 2010	Plan Year 2005	Plan Year 2010	Plan Year 2005	Plan Year 2010
<i>Total Miles of Infrastructure</i>	1,075	918	3	4	4	4
Earthquake Shaking (within highest two shaking categories)	899	748	3	4	3	3
Liquefaction Susceptibility (within moderate, high, or very high liquefaction susceptibility)	174	185	1	2	3	3
Liquefaction Hazard (within CGS study zone) <sup>5</sup>	Not available	30	Not available	1	Not available	3
Earthquake-Induced Landslides (within CGS study zone) <sup>6</sup>	Not available	50	Not available	0	Not available	0
Earthquake Faulting (within CGS zone)	59	46	0	0	0	0
Flooding (within 100 year floodplain)	38	25	0	0	0	0
Flooding (within 500 year floodplain)	11	8	1	1	0	0
Landslides (within areas of existing landslides)	231	226	0	0	0	0
Wildfires (subject to high, very high, or extreme wildfire threat)	534	414	0	0	0	0
Wildland-Urban Interface Fire Threat	314	309	2	2	1	2
Dam Inundation (within inundation zone)	16	14	0	0	0	0
Drought <sup>7</sup>	not applicable					

<sup>5</sup> 888 miles of roadway, 3 miles of transit, and 1 mile of rail are outside the area that has been evaluated by CGS for this hazard

<sup>6</sup> 867 miles of roadway, 4 miles of transit, and 4 miles of rail are outside the area that has been evaluated by CGS for this hazard

<sup>7</sup> Drought is not a hazard for roadways.

### ***Exposure of County-Owned Buildings, Plus Critical Healthcare Facilities and Schools***

Finally, San Mateo County examined the hazard exposure of critical health care facilities and schools located within the unincorporated area, and County-owned buildings based on the information on ABAG's website at <http://quake.abag.ca.gov/mitigation/pickcrit2010.html>. The County provided a list of the critical facilities it owns to ABAG. ABAG provided a detailed assessment of the hazard exposure of each of its facilities. The following number of facilities is exposed to the various hazards analyzed.

Exposure (number of facility types)								
Hazard	Health Care Facilities		Schools		County owned critical facilities		Locally owned bridges and interchanges	
	Plan Year 2005	Plan Year 2010	Plan Year 2005	Plan Year 2010	Plan Year 2005	Plan Year 2010	Plan Year 2005	Plan Year 2010
<i>Total Number of Facilities</i>	1	4	18	24	5	33	49	50
Earthquake Shaking (within highest two shaking categories)	1	4	15	21	5	32	43	45
Liquefaction Susceptibility (within moderate, high, or very high liquefaction susceptibility)	0	1	8	8	1	8	31	25
Liquefaction Hazard (within CGS study zone) <sup>8</sup>	0	0	0	3	0	2	0	
Earthquake-Induced Landslides (within CGS study zone) <sup>9</sup>	0	0	0	0	0	0	0	0
Earthquake Faulting (within CGS zone) <sup>10</sup>	0	0	0	0	0	0	1	1
Flooding (within 100 year floodplain)	0	0	0	1	1	1	8	4
Flooding (within 500 year floodplain)	0	0	0	2	0	1	1	0
Landslides (within areas of existing landslides)	0	0	1	4	3	7	10	16
Wildfires (subject to high, very high, or extreme wildfire threat)	0	0	1	3	3	8	12	19
Wildland-Urban Interface Fire Threat	1	3	15	17	3	13	7	22
Dam Inundation	0	0	0	1	0	0	3	3
Sea Level Rise (exposed to 16in sea level rise) <sup>11</sup>	-	0	-	0	-	2	-	0
Sea Level Rise (exposed to 55in sea level rise) <sup>12</sup>	-	0	-	0	-	0	-	18

<sup>8</sup> 1 health care facility, 18 schools, 5 County-owned Critical Facilities, and all 49 locally-owned bridges and interchanges were outside of the area evaluated by CGS for the 2005 Local Hazard Mitigation Plan. 4 health care facilities, 21 schools, 31 County-owned critical facilities, and all 50 locally owned bridges and interchanges were outside the area evaluated by CGS for the 2010 Local Hazard Mitigation Plan.

<sup>9</sup> 1 health care facility, 18 schools, 5 County-owned Critical Facilities, and all 49 locally-owned bridges and interchanges were outside of the area evaluated by CGS for the 2005 Local Hazard Mitigation Plan. 2 health care facilities, 18 schools, 29 County-owned critical facilities, and 48 locally owned bridges and interchanges were outside of the area evaluated by CGS for the 2010 Local Hazard Mitigation Plan.

<sup>10</sup> 1 health care facility, 18 schools, 5 County-owned Critical Facilities, and 48 locally-owned bridges and interchanges were outside of the area evaluated by CGS for the 2005 Local Hazard Mitigation Plan.. The location of these and all other critical facilities were evaluated by CGS for the 2010 Local Hazard Mitigation Plan.

<sup>11</sup> Sea level rise data was not available in 2005

Tsunamis <sup>13</sup> (within inundation area)	-	0	-	0	-	1	-	0
Drought <sup>14</sup>	-	-	-	-	-	-	-	-

<sup>12</sup> Sea level rise data was not available in 2005

<sup>13</sup> Tsunami evacuation planning maps were not available inside the San Francisco Bay in 2005. This map became available in December 2009. It should be noted that this map is not a hazard map and should be used for evacuation planning purposes only. The inundation line represents the highest inundation at any particular location from a suite of tsunami sources. It is not representative of any single tsunami.

<sup>14</sup> Drought will not affect locally owned facilities directly.

**Repetitive Loss Properties**

There is one repetitive loss properties in the unincorporated area of San Mateo County based on the information at <http://quake.abag.ca.gov/mitigation/pickflood.html>. In 2004 the County did not have any repetitive loss properties located outside the flood plain. The one repetitive loss property noted above is located within the 100-year flood plain.

**Other risks**

San Mateo County plans to continue to work with ABAG to improve the risk assessment information being compiled by ABAG, including developing ways to assess how many soft-story and unreinforced masonry buildings are located in the unincorporated areas of the County.

The County also plans to work with ABAG to develop specific information about the kind and level of damage to buildings, infrastructure and critical facilities which might result from any of the hazards previously noted.

**National Flood Insurance Program**

San Mateo County has participated in the National Flood Insurance Program since 1975. The County also participates in the Community Rating System and is currently Class 9. The County was recently audited by FEMA, who conducted a Community Assisted Visit (CAV) on July 10, 2009. The results of this CAV put the County in good standing with FEMA and enabled the County to join FEMA’s Community Rating System Program at Class 9.

In addition to using FEMA flood maps to regulate flood hazards, the County applies a number of policies and regulations to new development that are intended to avoid, minimize and mitigate the impacts and hazards of construction within flood plains. These include the policies of the General Plan and Local Coastal Program, as well as the County’s zoning and building regulations. The County’s building regulations are consistent with federal and state codes and are updated on a three year cycle that corresponds to the regular updates of the International ICC codes and the California State Building Code.

The process used by San Mateo County to implement the National Flood Insurance Program requires applicants within FEMA designated flood zones to demonstrate compliance with standards for development within these zones. This may include certification that all habitable areas of the project is at least one foot above the base flood elevation, limiting the use of all areas below this elevation to utility purposes constructed with breakaway walls, and installing flood vents within the foundation.

The Elevation Certificate (EC) is a three step process that must be completed before a certificate of occupancy can be issued. The first EC needs to be provided at time of plan check. The next EC must be provided while the project is under construction during the framing inspection. The last EC needs to be provided and approved at time of final inspection or prior to issuance of a Certificate of Occupancy.

In addition to ensuring that the correct benchmark and Vertical Datum is being use, our review of Elevations certificates involves confirmation of the following elevations:

- a) Top of Bottom floor (including basement, crawlspace, or enclosure floor)
- b) Top of the next higher floor
- c) Bottom of the lowest horizontal structural member (V-Zones Only)
- d) Attached garage (top of slab)
- e) Lowest elevation of machinery or equipment servicing the building.
- f) Lowest adjacent (finished) grade next to the building (LAG)
- g) Highest adjacent (finished) grade next to the building (HAG)
- h) Lowest adjacent grade at the lowest elevation of deck or stairs, including structural support.

The primary challenge faced by the County is the need for updated FEMA Flood Insurance Rate Maps, the most recent of which were adopted in 1984 and 1986. Property owners within the County frequently express their interest in knowing the effects of these map updates.

## **Mitigation Goals and Objectives**

The goal of the ABAG MJ-LHMP is to maintain and enhance a disaster-resistant region by reducing the potential for loss of life, property damage, and environmental degradation from natural disasters, while accelerating economic recovery from those disasters. This goal is unchanged from the 2005 plan and continues to be the goal of San Mateo County in designing its mitigation program.

Additional goals and objectives contained in the San Mateo County General Plan include:

- Minimizing Risks from Natural Hazards  
Minimize the potential risks resulting from natural hazards, including but not limited to, loss of life, injury, damage to property, litigation, high service and maintenance costs, and other social and economic dislocations.
- Public Information  
Inform and educate the public of the areas of highest risk from human-induced and natural hazards, the methods available for their abatement and prevention, and appropriate procedures to follow during emergencies.
- Incorporate Information on Natural Hazards into Land Use and Development Decisions

Integrate data on natural hazards into review of land use and development proposals in order to identify hazardous areas, potential constraints to development and/or appropriate mitigation measures.

## **Mitigation Activities and Priorities**

### ***Evaluation of Progress from 2005 Plan***

The mitigation strategies identified in the County's 2005 Annex have been reviewed and updated to reflect the progress that has been made since the last Annex was adopted. Some of the highlights include:

- The County completed vulnerability assessments of critical facilities and infrastructure. For example, the Department of Public Works recently completed an assessment of the San Mateo Medical Center Administration Building and County Office Building #1.
- The County retrofitted critical facilities that are vulnerable to damage from natural disasters. Specifically, the County completed a seismic retrofit to the Hall of Justice, which houses the County seat, County communications, and the Sheriff's Office Operations. Northern and Central Court Facilities have also been seismically strengthened. In addition, the aging Hillcrest facility was replaced with the new Youth Services Center, and County Fire Stations at Pescadero, Skyllonda and Belmont have been programmed for replacement.
- The County adopted a new set of building regulations that incorporate the most recent version of the California Building Code. These include regulations that address a large number of the strategies for fire hazards which were identified as priorities in the 2005 Annex. County Fire has also made improvements to its firefighting equipment, including a new tender purchased for La Honda, and has developed evacuation plans for the communities of Palomar Park and Emerald Lake Hills.
- The County became a member of the Bay Area Flood Protection Agencies Association. The recently created association provides a forum for interagency cooperation on flood control issues.
- The County activated a new emergency alert system called SMC Alert, which expanded and enhanced the County's ability to provide rapid notice to responders and the public regarding emergencies via SMS/Text messaging and email. In addition, the County has purchased a GIS based telephone emergency alert system, installed eight tsunami warning sirens on coast, and expanded and enhanced its rain and stream gauges to enable online access to improve early and more accurate flood warnings.

### ***Future Mitigation Actions and Priorities***

As a participant in the 2010 ABAG multi-jurisdictional planning process, San Mateo County staff helped in the development and review of the comprehensive list of mitigation strategies in the overall multi-jurisdictional plan. The decision on priority was made based on a variety of criteria, not simply on an economic cost-benefit analysis. These criteria include being technically and administratively feasible, politically acceptable, socially appropriate, legal, economically sound, and not harmful to the environment or our heritage.



Representatives from multiple departments subsequently discussed progress on the County's 2005 mitigation strategies, and prepared updates to these strategies for the review and approval of the County Planning Commission and Board of Supervisors.

The County planning team also prioritized specific mitigation tasks for the next 5 years. This list includes implementation process, funding strategy, responsible agency, and approximate time frame. Some examples of the mitigation projects currently being pursued by the County include:

- Climate Change and Energy Efficiency General Plan Update

A Steering Committee and a Technical Advisory Group are helping the Planning and Building Department prepare the Update, which is scheduled to be completed before the end of 2012. Issues to be addressed by the Update include sea level rise, coastal erosion, and other environmental conditions that may be influenced by climate change.

Responsible Agency: San Mateo County Planning and Building Department

Funding Source: Federal Energy Efficiency Community Block Grant

Timeframe: To be completed in December 2012

Related Mitigation Strategy: ENVI-a-6 (Stay informed of emerging scientific information on the subject of rising sea levels, especially on additional actions that local governments can take to mitigate this hazard.)

- Relocation of the County/Operational Area Emergency Operations Center

The overall purpose of this mitigation task allows the County of San Mateo to relocate and upgrade its current EOC from the Redwood City California Superior Courts Building to a County-owned building in the County Center government campus or alternative real property. The current EOC serves the County, 20 cities and many special districts. There is no date estimated for this project.

In December 2008, the County entered into transfer agreements with the State of California for the two court facilities located at the County's Redwood City campus. One of which is the Hall of Justice and Records, where the County EOC is shared with the Southern Superior Court Branch's Jury Assembly Room. Under an amended state/county shared use agreement, the California Courts will be taking over the building at a future date.

Responsible Agency: San Mateo County Office of Emergency Services

Potential Funding: FEMA EOC Grant Program

Timeframe: TBA

Related Mitigation Strategy Number: 1 GOVT a. (Focus on Critical Facilities) and 1 GOVT b. (Enhance Local Government's Emergency Response and Recovery Capacity) and 10 (Maintain the local government's emergency operations center in a fully functional state of readiness)

- Tsunami Hazard Alert and Warning

This mitigation task involves installation of the recently developed evacuation area map, to replace the 2009 map in the Telephone Emergency Notification System (contractor's) mapping database. Pre-loading this data will allow faster and more accurate warning ability.

It also involves the implementation of enhancements to the outdoor warning function. Replacement of the cellular-based way in which the sirens are operated currently with a radio-based feature will lead to improved functionality.

Responsible Agency: San Mateo County Office of Emergency Services

Potential Funding: Included in service contract with TENS Vendor, California Homeland Security Grants

Timeframe: TBA

Related Mitigation Strategy Number: Govt. 24 Develop procedures for the emergency evacuation of areas identified on tsunami maps as these maps become available.

### ***On-Going Mitigation Strategy Programs***

San Mateo County has many on-going mitigation programs that help create a more disaster-resistant region. The following list highlights those programs identified as *Existing Programs* in the mitigation strategy spreadsheet.

- Reliable water for fire suppression (INFR-c-1 and HSNG-g-8);
- Defensible space and vegetation programs to reduce fire risks (INFR-c-3 and HSNG-g-9);
- Development requirements for high fire hazard areas (INFR-c-6, HSNG-g-1, HSNG-g-5, and HSNG-g-13 through 15);
- Support for flood control projects (INFR-d-4);
- Maintenance and improvement of storm drain facilities (INFR-d-5 through 7, HSNG-h-3, ECON-f-3);
- Public education (INFR-g-1 through 7, HSNG-k-1 and 2, HSNG-k-5, HSNG-k-9 and 10, ECON-j-1 through 3, ECON-j-7, EDUC-c-1);
- Employee training (HEAL-a-6, HEAL-a-7, HSNG-b-4, HSNG-f-2, GOVT-c-9);
- Development standards for retrofits of soft-story buildings, split level homes, and homes on steep hillsides (HSNG-b-2 and 3, HSNG-c-1, ECON-b-1, HSNG-c-2, HSNG-e-3, HSNG-f-1, ECON-b-2, ECON-d-2);
- Provision of sandbags and relevant information to residents in advance of rainstorms (HSNG-h-4 and 5, ECON-f-4 and 5);
- Standards for development and subdivisions within floodplains, floodways, and areas susceptible to landslides and erosion (HSNG-h-6 and 7, HSNG-i-1, ECON-f-6, ECON-g-1);
- Adoption and application of the most recently adopted version of the California Building Code (ECON-h-1)
- Maintenance of the Emergency Operations Center in a fully functional state of readiness (GOVT-b-10)
- Participation in disaster exercises and mutual aid agreements (GOVT-b-11, GOVT-b-13)
- Regulation and enforcement of street names and address numbers (GOVT-b-16)
- Coordination of emergency planning and services with police, fire, and providers of water, food, energy, transportation, financial, information, and public health services (GOVT-c-2)
- Participation in multi-agency efforts to mitigate fire threat (GOVT-c-6)
- Application of CEQA and state mandated requirements to ensure adequate mitigation activities for hazards and to minimize air pollution (ENVI-a-1 and 3)

## **Incorporation into Existing Planning Mechanisms**

The County has several planning mechanisms which seek to avoid, minimize, and mitigate the impacts of natural hazards on public health and safety. These include:

- The Natural Hazards Chapter of the San Mateo County General Plan
- The Hazards Chapter of the San Mateo County Local Coastal Program
- The Geologic Hazard District Regulations contained in the San Mateo County Zoning Regulations

This Annex serves as an implementation appendix to the San Mateo County General Plan. In addition, the County enforces the requirements of the California Environmental Quality Act (CEQA), which, since 1988, requires mitigation for identified natural hazards. The County has used these pre-existing programs as a basis for identifying gaps that may lead to disaster vulnerabilities in order to work on ways to address these risks through mitigation.

## **Plan Update Process**

As required Disaster Mitigation Act of 2000, San Mateo County will update this plan annex at least once every five years, by participating in a multi-agency effort with ABAG and other agencies to develop a multi-jurisdictional plan.

The Planning and Building Department will ensure that monitoring of this Annex will occur. The plan will be monitored on an on-going basis. However, the major disasters affecting our County, legal changes, notices from ABAG as the lead agency in this process, and other triggers will be used. Finally, the Annex will be a discussion item on the agenda of the meeting of Department leaders at least once a year. At that meeting, the department heads will focus on evaluating the Annex in light of technological and political changes during the past year or other significant events. The Department leaders will be responsible for determining if the plan should be updated.

The County is committed to reviewing and updating this plan annex at least once every five years, as required by the Disaster Mitigation Act of 2000. The Planning and Building Department will contact ABAG four years after this plan is approved to ensure that ABAG plans to undertake the plan update process. If so, the County again plans to participate in the multi-jurisdictional plan. If ABAG is unwilling or unable to act as the lead agency in the multi-jurisdictional effort, other agencies will be contacted, including the County's Office of Emergency Services. Counties should then work together to identify another regional forum for developing a multi-jurisdictional plan.

The public will continue to be involved whenever the plan is updated and as appropriate during the monitoring and evaluation process. Prior to adoption of updates, the County will provide the opportunity for the public to comment on the updates. A public notice will be posted prior to the meeting to announce the comment period and meeting logistics.

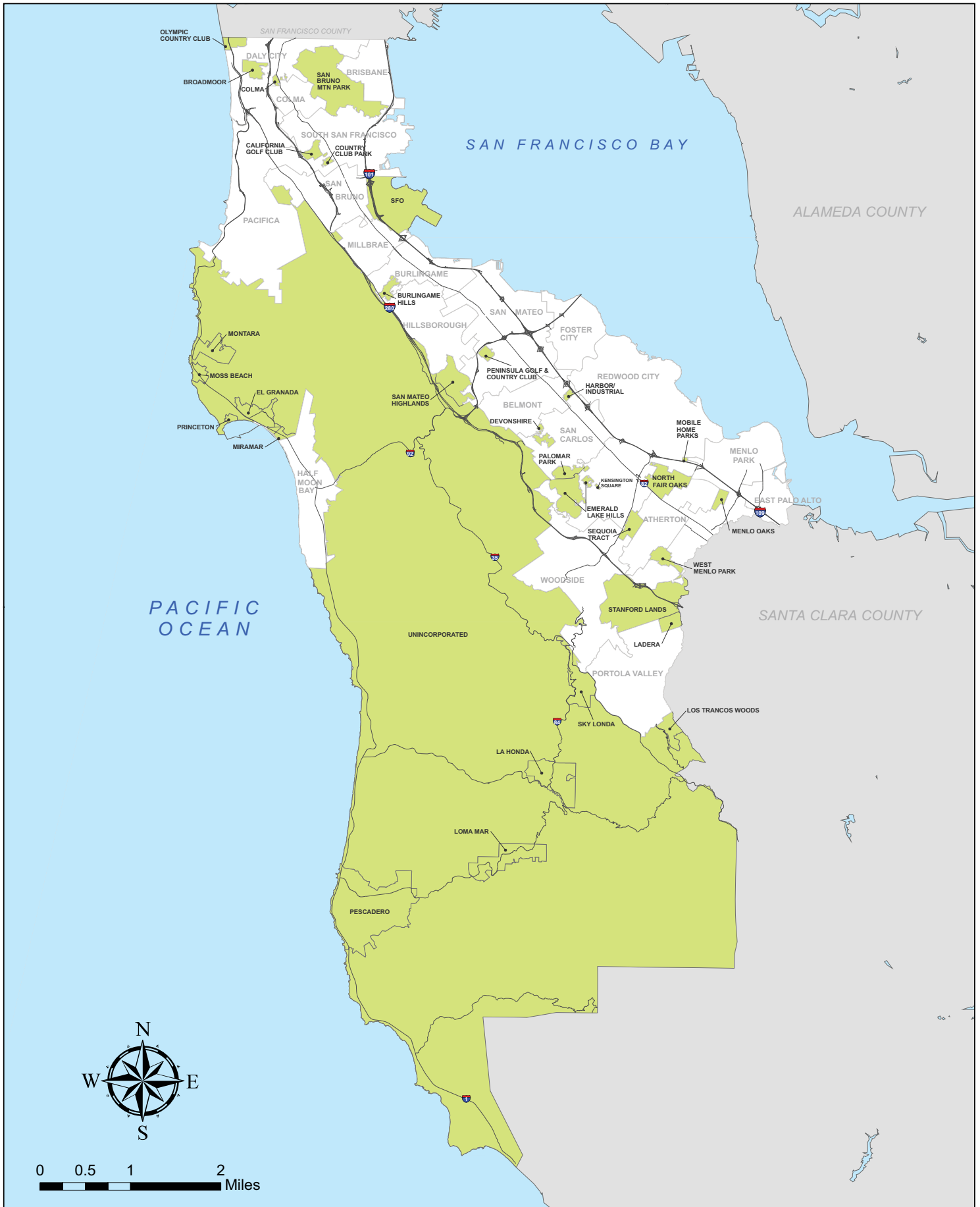
## **Mitigation Plan Point of Contact**

Name: Steve Monowitz  
Title: Deputy Director  
Mailing Address: San Mateo County Planning and Building Department  
455 County Center  
Redwood City, CA 94063  
Telephone: (650) 363-1855  
Email: smonowitz@smcgov.org

## ***Alternate Point of Contact***

Name: Charles Clark  
Title: Building Inspection Manager  
Mailing Address: San Mateo County Planning and Building Department  
455 County Center  
Redwood City, CA 94063  
Telephone: 650-599-7311  
Email: cclark@smcgov.org

# Exhibit A - Jurisdiction Boundary Map



## Exhibit B - Public Meeting Announcements

(Meeting announcements as of 2/14/12. Announcement of 3/14/12 Board of Supervisors meeting and copies of newspaper notifications for the 2/14/12 Planning Commission meeting and 3/14/12 Board of Supervisors meeting to be attached later.)



### Planning & Building Department Planning Commission

----- 1<sup>st</sup> District  
Frederick Hansson, 2<sup>nd</sup> District  
Chris Ranken, 3<sup>rd</sup> District  
Gail Slocum, 4<sup>th</sup> District  
Steve Dworetzky, 5<sup>th</sup> District

County Office Building  
455 County Center  
Redwood City, California 94063  
(650) 363-1859

### Notice of Public Hearing

SAN MATEO COUNTY PLANNING COMMISSION  
MEETING NO. 1543

**Wednesday, February 22, 2012**  
**9:00 a.m.**  
**Board of Supervisors Chambers**  
**400 County Center, Redwood City**

Planning Commission meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting; or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact the Planning Commission Secretary at least five (5) working days before the meeting at 650/363-1859, Facsimile 650/363-4849 or e-mail [rfernandez@smcgov.org](mailto:rfernandez@smcgov.org). Notification in advance of the meeting will enable the Secretary to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it.

#### **SPEAKING AT THE PUBLIC HEARING:**

All parties wishing to speak will have an opportunity to do so after filling out a speaker's slip and depositing it in the speaker's slip box. The Commission has established time limits for speakers, allowing 15 minutes for the applicant and appellant, if any, and 5 minutes for all others. These time limits may be modified by the Commission's Chairperson in order to accommodate all speakers.

#### **CORRESPONDENCE TO THE COMMISSION:**

Letters to the Commission should be addressed: Planning Commission, County Government Center, 455 County Center, 2nd Floor, Mail Drop PLN122, Redwood City, CA 94063. The Commission e-mail address is [planning-commission@smcgov.org](mailto:planning-commission@smcgov.org). The Commission Secretary can be reached at 650/363-1859, Facsimile 650/363-4849. *It is preferred that your letters be received at least five (5) days prior to the scheduled hearing to allow sufficient time for your comments and concerns to be considered by the Commission.*

**RETENTION OF MATERIALS PRESENTED AT HEARING:**

All materials (including but not limited to models and pictures) presented by any person speaking on any item on the agenda are considered part of the administrative record for that item, and must be retained by the Commission Secretary until such time as all administrative appeals are exhausted and the time for legal challenge to a decision on the item has passed. If you wish to retain the original of an item, a legible copy must be left with the Commission Secretary. The original or a computer generated copy of a photograph must be submitted. Fifteen (15) copies of written material should be provided so that each Commission member, staff and other interested parties will have copies to review.

**DECISIONS AND APPEALS PROCESS:**

Decisions made by the Planning Commission are appealable to the Board of Supervisors. The appeal fee is \$639.83 which covers additional public noticing. Appeals must be filed no later than ten (10) business days following the hearing at the San Mateo County Planning Counter located at 455 County Center, 2nd Floor, Redwood City.

**AGENDAS ON LINE:**

For your convenience, Planning Commission agendas are now available electronically. To subscribe to the Planning Commission agenda mailing list, please send a blank e-mail to:

**[join-pc-agenda@listserver.co.sanmateo.ca.us](mailto:join-pc-agenda@listserver.co.sanmateo.ca.us)**

For further information on any item listed below, please phone or email the Project Planner indicated.

**IF THERE IS AN ITEM SHADED ON THE AGENDA BELOW, YOUR PROPERTY IS WITHIN A 300-FOOT RADIUS OF THE SUBJECT PROPERTY FOR CONSIDERATION, AND A PROJECT LOCATION MAP IS ATTACHED. MAPS FOR ALL ITEMS ON THIS AGENDA ARE AVAILABLE UPON REQUEST BY CONTACTING THE PLANNING COMMISSION SECRETARY AT 650/363-1859 OR VISITING OUR WEBSITE AT [www.co.sanmateo.ca.us/planning](http://www.co.sanmateo.ca.us/planning).**

**AGENDA**

1. **Pledge of Allegiance**
2. **Roll Call:**

Commissioners: Dworetzky, Hansson, Ranken, Slocum,  
Staff: Eggemeyer, Fox, Shu

3. **Oral Communications** to allow the public to address the Commission on any matter not on the agenda. If your subject is not on the agenda, the Chair will recognize you at this time. **Speakers are customarily limited to five minutes.** A speaker's slip is required.
4. **Consideration of the Minutes** of the Planning Commission meeting of January 25 and February 8, 2012.

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### CONSENT AGENDA

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Consent items are considered and voted on by the Planning Commission at the beginning of the regular session. If a member of the Commission wishes specifically to hear a consent item, or a member of the public wishes to speak on a consent item, the Commission will remove the item to the Regular Agenda for hearing. If you wish to address the Commission on a consent item, please be sure to submit a speaker's slip to the Commission Secretary before the meeting begins. Otherwise, the action of the Commission will be to approve consent items as a group in accordance with the staff recommendation on each item.

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5. **Applicant:** **San Mateo County Real Property**  
File No.: PLN2012-00021  
Location: Lakeview Way Between Wideview Court and  
Summit Drive, Emerald Lake Hills  
Assessor's Parcel Nos.: 057-131-160, - 170, - 180, - 190, -200, - 210, - 220, - 230

Consideration of a request by the San Mateo County Real Property Division (Real Property) to determine if San Mateo County Public Works' proposed vacation of a public utility easement in the unincorporated area of Emerald Lake Hills conforms to the County General Plan. Application filed January 5, 2012. PROJECT PLANNER: Will Gibson Telephone: 650/363-1816 or Email: [wgibson@smcgov.org](mailto:wgibson@smcgov.org).

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### END OF THE CONSENT AGENDA

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### REGULAR AGENDA 9:00 a.m.

6. **Applicant:** **San Mateo County Planning Department**  
File No.: PLN2012-00014  
Location: Countywide, Unincorporated



Assessor's Parcel No.: Countywide, Unincorporated

Consideration of amendments to the San Mateo County Zoning Regulations (Chapter 15 – Neighborhood Business District and Chapter 16 – General Commercial District) to regulate the establishment of Non-Chartered Financial Institutions in commercial zoning districts located in unincorporated San Mateo County. Application filed December 5, 2011. SENIOR PLANNER: Michael Schaller Telephone: 650/363-1849 or Email: [mschaller@smcgov.org](mailto:mschaller@smcgov.org).

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**9:30 a.m.**

7. **Applicant:** San Mateo County Planning and Building Department  
Location: All unincorporated areas

Consideration of the San Mateo County Annex to the Regional Local Hazard Mitigation Plan developed by the Association of Bay Area Governments. This is an update to the 2005 Annex, and is required by the Disaster Mitigation Act of 2000 in order for the County to remain eligible for federal and state funds for disaster mitigation/recovery. The Annex identifies the programs and strategies used by San Mateo County to reduce and mitigate the risks to life and property from natural and human-induced hazards, and is an appendix to the County General Plan. PROJECT MANAGER: Steve Monowitz. Telephone: 650/363-1855 or Email: [smonowitz@smcgov.org](mailto:smonowitz@smcgov.org).

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8. **Correspondence and Other Matters**
9. **Consideration of Study Session for Next Meeting**
10. **Director's Report**
11. **Adjournment**
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Agenda items published in the San Mateo County Times on February 11, 2012 and Half Moon Bay Review on February 15, 2012.

The Planning Commission agenda and supporting documents are available on the County's internet web site, at the link: [www.co.sanmateo.ca.us/planning](http://www.co.sanmateo.ca.us/planning) Click on public hearings in the left column.

**SAN MATEO COUNTY BOARD OF SUPERVISORS**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the San Mateo County Board of Supervisors will hold a public hearing to consider the San Mateo County Annex to the Regional Local Hazard Mitigation Plan developed by the Association of Bay Area Governments. This is an update to the 2005 Annex, and is required by the Disaster Mitigation Act of 2000 in order for the County to remain eligible for federal and state funds for disaster mitigation/recovery. The Annex identifies the programs and strategies used by San Mateo County to reduce and mitigate the risks to life and property from natural and human-induced hazards, and is an appendix to the County General Plan.

The hearing will be held as follows:

DATE: March 13, 2012

TIME: 9:00 a.m.

PLACE: Board of Supervisors Chambers  
Hall of Justice and Records  
400 County Center  
Redwood City, California

The meeting will be open to the public and anyone interested may appear and be heard on this matter. Consent items are typically approved without discussion unless a request is made to discuss the item on the regular agenda. All inquiries should be directed to Steve Monowitz, Project Manager, Planning and Building Department, 650/363-1855 or [smonowitz@smcgov.org](mailto:smonowitz@smcgov.org).

The Board of Supervisor's agenda and supporting documents are available on the Thursday before the meeting on the County's internet web site, at the link for the Board of Supervisors agendas for upcoming meetings.

Dated: February 27, 2012

John Maltbie, County Manager/Clerk of the Board  
400 County Center, Redwood City, CA 94063  
650/363-4123

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## Infrastructure Mitigation Strategies

	Specific Mitigation Strategy	Priority (CHECK ONLY ONE)							Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments
		Existing Program	Very High	High	Moderate	Under Study	Not Applicable, Not Appropriate, or Not Cost Effective	Not Yet Considered		
<b>INFR - a - Multihazard</b>										
1)	Assess the vulnerability of critical facilities designated by lifeline operators to damage in natural disasters or security threats, including facilities owned outside of the Bay Area that can impact service delivery within the region. <b>Note</b> - Lifeline agencies, departments, and districts are those that operate transportation and utility facilities and networks.	X							San Mateo County Planning, Public Works, OES	
2)	Comply with State of California and federal requirements to assess the vulnerability of dams to damage from earthquakes, seiches, landslides, liquefaction, or security threats.						X			
3)	Encourage the cooperation of utility system providers and cities, counties, and other special districts to develop strong and effective mitigation strategies for infrastructure systems and facilities.	X							San Mateo County OES	
4)	Retrofit or replace critical lifeline facilities and/or their backup facilities that are shown to be vulnerable to damage in natural disasters.			X					San Mateo County Planning & Public Works, Office of Emergency Services	Replacement of County Emergency Operations Center (EOC) and back-up EOC cost TBD. Future FEMA EOC Grant may assist in funding toward facility enhancements or replacement.
5)	Support and encourage efforts of <b>other</b> (lifeline) agencies as they plan for and arrange financing for seismic retrofits and other disaster mitigation strategies. (For example, a city might pass a resolution in support of a transit agency's retrofit program.)						X			
6)	Plan for speeding the repair and functional restoration of lifeline systems through stockpiling of shoring materials, temporary pumps, surface pipelines, portable hydrants, and other supplies, such as those available through the Water Agency Response Network (WARN).	X							County Fire	No ordinance

7)	Engage in, support, and/or encourage research by others on measures to further strengthen transportation, water, sewer, and power systems so that they are less vulnerable to damage in disasters.						X		
8)	Pre-position emergency power generation capacity (or have rental/lease agreements for these generators) in critical buildings of cities, counties, and special districts to maintain continuity of government and services.	X						Office of Emergency Services, Public Works	4 portable generators positioned in North, Central, South and Coastside OES Zones in 2009
9)	Have back-up emergency power available for critical intersection traffic lights.						X		
10)	Develop unused or new pedestrian rights-of-way as walkways to serve as additional evacuation routes (such as fire roads in park lands).						X		
11)	Coordinate with PG&E and others to investigate ways of minimizing the likelihood that power interruptions will adversely impact vulnerable communities, such as the disabled and the elderly.	X						Office of Emergency Services	Coordination in place since 2000 implemented during PG&E rolling blackouts
12)	Encourage replacing aboveground electric and phone wires and other structures with underground facilities, and use the planning-approval process to ensure that all new phone and electrical utility lines are installed underground.						X		
13)	Coordinate with the State Division of Safety of Dams to ensure an adequate timeline for the maintenance and inspection of dams, as required of dam owners by State law.						X		
14)	Encourage communication between Cal EMA, FEMA, and utilities related to emergencies occurring outside of the Bay Area that can affect service delivery in the region.						X		
15)	Ensure that transit operators, private ambulance companies, cities, and/or counties have mechanisms in place for medical transport during and after disasters that take into consideration the potential for reduced capabilities of roads following these same disasters.	X						County Health Services, Emergency Medical Services	The County's 911-ambulance contractor has an internal disaster plan for continuity of operations during disasters. EMS has a resource directory that identifies alternative ambulance and transportation apparatus. Drivers and rigs have mapping capabilities to find alternative routes to destination points.

16)	Effectively utilize the Transportation Management Center (TMC), the staffing of which is provided by Caltrans, the CHP and MTC. The TMC is designed to maximize safety and efficiency throughout the highway system. It includes the Emergency Resource Center (ERC) which was created specifically for primary planning and procedural disaster management.	X						Cal EMA Coastal	Attend meetings and participate in exercises
INFR - b - Earthquakes									
1)	Expedite the funding and retrofit of seismically-deficient city- and county-owned bridges and road structures by working with Caltrans and other appropriate governmental agencies.	X						Department of Public Works	
2)	Establish a higher priority for funding seismic retrofit of existing transportation and infrastructure systems (such as BART) than for expansion of those systems.					X			
3)	Include "areas subject to high ground shaking, earthquake-induced ground failure, and surface fault rupture" in the list of criteria used for determining a replacement schedule for pipelines (along with importance, age, type of construction material, size, condition, and maintenance or repair history).					X			
4)	Install specially-engineered pipelines in areas subject to faulting, liquefaction, earthquake-induced landsliding, or other earthquake hazard.					X			
5)	Replace or retrofit water-retention structures that are determined to be structurally deficient.					X			
6)	Install portable facilities (such as hoses, pumps, emergency generators, or other equipment) to allow pipelines to bypass failure zones such as fault rupture areas, areas of liquefaction, and other ground failure areas (using a priority scheme if funds are not available for installation at all needed locations).					X			
7)	Install earthquake-resistant connections when pipes enter and exit bridges.					X			
8)	Comply with all applicable building and fire codes, as well as other regulations (such as state requirements for fault, landslide, and liquefaction investigations in particular mapped areas) when constructing or significantly remodeling infrastructure facilities.	X						Planning and Building	Division VII Building Regulations

9)	Clarify to workers in critical facilities and emergency personnel, as well as to elected officials and the public, the extent to which the facilities are expected to perform only at a life safety level (allowing for the safe evacuation of personnel) or are expected to remain functional following an earthquake.						X			
10)	Examine the feasibility of developing a water-borne transportation “system” – comprised mainly of relatively inexpensive barges – across the Bay for use in the event of major earthquakes. Implementation of such a system could prove extremely useful in the event of structural failure of either the road-bridge systems or BART and might serve as an adjunct to existing transportation system elements in the movement of large numbers of people and/or goods.						X			
INFR - c - Wildfire										
1)	Ensure a reliable source of water for fire suppression (meeting acceptable standards for minimum volume and duration of flow) for existing and new development.	X							County Fire	Division VII Building Regulations
2)	Develop a coordinated approach between fire jurisdictions and water supply agencies to identify needed improvements to the water distribution system, initially focusing on areas of highest wildfire hazard.	X							County Fire	Recently completed improvements to Pescadero and Skyline water systems
3)	Develop a defensible space vegetation program that includes the clearing or thinning of (a) non-fire resistive vegetation within 30 feet of access and evacuation roads and routes to critical facilities, or (b) all non-native species (such as eucalyptus and pine, but not necessarily oaks) within 30 feet of access and evacuation roads and routes to critical facilities.	X							County Fire	Division VII Building Regulations
4)	Ensure all dead-end segments of public roads in high hazard areas have at least a “T” intersection turn-around sufficient for typical wildland fire equipment.	X							County Fire	Division VII Building Regulations
5)	Enforce minimum road width of 20 feet with an additional 10-foot clearance on each shoulder on <b>all</b> driveways and road segments greater than 50 feet in length in wildfire hazard areas.	X							County Fire	Division VII Building Regulations

6)	Require that development in high fire hazard areas provide adequate access roads (with width and vertical clearance that meet the minimum standards of the <i>Fire Code</i> or relevant local ordinance), onsite fire protection systems, evacuation signage, and fire breaks.	X						County Fire	Division VII Building Regulations
7)	Ensure adequate fire equipment road or fire road access to developed and open space areas.	X						County Fire	Division VII Building Regulations (new roads only)
8)	Maintain fire roads and/or public right-of-way roads and keep them passable at all times.	X						County Fire, Public Works	County Roads - Road Fund, 1/2 cent Transportation Mitigation Fees County Fire lacks funds needed to maintain fire roads
INFR - d - Flooding									
1)	Conduct a watershed analysis of runoff and drainage systems to predict areas of insufficient capacity in the storm drain and natural creek system.					X		Public Works	
2)	Develop procedures for performing a watershed analysis to look at the impact of development on flooding potential downstream, including communities outside of the jurisdiction of proposed projects.	X						Public Works, Planning and Building	Development Review Process, CEQA
3)	Conduct a watershed analysis at least once every three years.					X			
4)	Assist, support, and/or encourage the U.S. Army Corp of Engineers, various Flood Control and Water Conservation Districts, and other responsible agencies to locate and maintain funding for the development of flood control projects that have high cost-benefit ratios (such as through the writing of letters of support and/or passing resolutions in support of these efforts).	X						Public Works	SFC General Investigation - No resolution yet, working on feasibility cost share study to move into feasibility phase
5)	Pursue funding for the design and construction of storm drainage projects to protect vulnerable properties, including property acquisitions, upstream storage such as detention basins, and channel widening with the associated right-of-way acquisitions, relocations, and environmental mitigations.	X						Public Works	SFC General Investigation - No resolution yet, working on feasibility cost share study to move into feasibility phase
6)	Continue to repair and make structural improvements to storm drains, pipelines, and/or channels to enable them to perform to their design capacity in handling water flows as part of regular maintenance activities.	X						Public Works	Road funds, flood control zones
7)	Continue maintenance efforts to keep storm drains and creeks free of obstructions, while retaining vegetation in the channel (as appropriate), to allow for the free flow of water.	X						Public Works	

8)	Enforce provisions under creek protection, stormwater management, and discharge control ordinances designed to keep watercourses free of obstructions and to protect drainage facilities to conform with the Regional Water Quality Control Board's Best Management Practices.	X							Public Works, Planning and Building, Environmental Health	Local Coastal Program, Municipal Regional Permit, Chapter 4.100 of the County Code
9)	Develop an approach and locations for various watercourse bank protection strategies, including for example, (1) an assessment of banks to inventory areas that appear prone to failure, (2) bank stabilization, including installation of rip rap, (3) stream bed depth management using dredging, and (4) removal of out-of-date coffer dams in rivers and tributary streams.	X							Public Works	Existing studies on some watersheds performed as needed with potential road failure
10)	Use reservoir sediment removal as one way to increase storage for both flood control and water supply.					X			Public Works	May be considered for San Francisquito Creek. General investigation still pending.
11)	Elevate critical bridges affected by flooding to increase stream flow and maintain critical access and egress routes.	X							Public Works	Colma Creek - existing program. 50 year event with 2' freeboard. San Mateo Avenue Bridge recently raised.
12)	Provide a mechanism to expedite the repair or replacement of levees that are vulnerable to collapse from earthquake-induced shaking or liquefaction, rodents, and other concerns, particularly those protecting critical infrastructure.	X							Public Works	Maintain levees are along creeks. Routine inspection, maintenance, and emergency maintenance. San Carlos Airport levees recently raised and protocols for inspection and maintenance established.
13)	Ensure that utility systems in new developments are constructed in ways that reduce or eliminate flood damage.	X							Planning and Building	Development Review Procedures, CEQA
14)	Determine whether or not wastewater treatment plants are protected from floods, and if not, investigate the use of flood-control berms to not only protect from stream or river flooding, but also increasing plant security.	X							Planning and Building	Climate Change and Energy Efficiency General Plan Update
15)	Work cooperatively with water agencies, flood control districts, Caltrans, and local transportation agencies to determine appropriate performance criteria for watershed analysis.	X							Public Works, Planning and Building	
16)	Work for better cooperation among the patchwork of agencies managing flood control issues.	X							Public Works	Bay Area Flood Protection Agencies Association member
17)	Work cooperatively with upstream communities to monitor creek and watercourse flows to predict potential for flooding downstream.	X							Public Works, Office of Emergency Services	Installed and contributed to a number of stream gauge programs and enhancements.



INFR - e - Landslides									
1)	Include "areas subject to ground failure" in the list of criteria used for determining a replacement schedule (along with importance, age, and type of construction material, size, condition, and maintenance or repair history) for pipelines.						X		
2)	Establish requirements in zoning ordinances to address hillside development constraints in areas of steep slopes that are likely to lead to excessive road maintenance or where roads will be difficult to maintain during winter storms due to landsliding.	X						Planning and Building	Geologic Hazard Zoning District Regulations
INFR - f - Building Reoccupancy									
1)	Ensure that critical buildings owned or leased by special districts or private utility companies participate in a program similar to San Francisco's Building Occupancy Resumption Program (BORP). The BORP program permits owners of buildings to hire qualified structural engineers [1] to create facility-specific post-disaster inspection plans and allows these engineers to become automatically deputized as City/County inspectors for these buildings in the event of an earthquake or other disaster. This program allows rapid reoccupancy of the buildings. <b>Note</b> - A qualified structural engineer is a California licensed structural engineer with relevant experience.						X		
INFR - g - Public Education									
1)	Provide materials to the public related to planning for power outages.	X						Office of Emergency Services	OES web page <a href="http://smcready.org/">http://smcready.org/</a> In support of PG&E
2)	Provide materials to the public related to family and personal planning for delays due to traffic or road closures.	X						Office of Emergency Services	OES promotes use of 5-1-1, County's email/text system called SMC ALERT for these notifications. In support of Cal EMA, MTC and CHP
3)	Provide materials to the public related to coping with reductions in water supply or contamination of that supply.	X						Public Works, Office of Emergency Services	Information provided as needed / Have an emergency water plan
4)	Provide materials to the public related to coping with disrupted storm drains, sewage lines, and wastewater treatment.	X						Office of Emergency Services	In support of Public Works, Health Services on an event by event basis.
5)	Facilitate and/or coordinate the distribution of materials that are prepared by others, such as by placing materials in city or utility newsletters, or on community access channels, as appropriate.	X						Office of Emergency Services	Support special districts such as water districts.

6)	Sponsor the formation and training of Community Emergency Response Teams (CERT) for the employees of your agency.	X								Office of Emergency Services	Provide CERT instructors, and equipment for classes countywide. Supplies now sponsored by CalVol (California Volunteers) limited to a maximum of 50 units per course, per CERT program, per year.
7)	Develop and distribute culturally appropriate materials related to disaster mitigation and preparedness	X								Office of Emergency Services	<a href="http://smcready.org">http://smcready.org</a> Get Ready San Mateo County available in Spanish upon request.

## Health Mitigation Strategies

		Priority (CHECK ONLY ONE)								
	Specific Mitigation Strategy	Existing Program	Very High	High	Moderate	Under Study	Not Applicable, Not Appropriate, or Not Cost Effective	Not Yet Considered	Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments
<b>HEAL - a - Hospitals and Other Critical Health Care Facilities</b>										
1)	Work with critical health care facilities operators to ensure that critical facilities are structurally sound and have nonstructural systems designed to remain functional following disasters (as required for acute-care hospitals for earthquakes by State law).	X							Office of Statewide Health Planning and Development, & County Public Health Agency	
2)	Encourage hospitals to work with the California Office of Statewide Health Planning and Development (OSHPD) to formalize arrangements with structural engineers to report to the hospital, assess damage, and determine if the buildings can be reoccupied. The program should be similar to San Francisco's Building Occupancy Resumption Program (BORP) that permits owners of buildings to hire qualified structural engineers to create building-specific post-disaster inspection plans and allows these engineers to become automatically deputized as inspectors for these buildings in the event of an earthquake or other disaster. OSHPD, rather than city/county building departments, has the authority and responsibility for the structural integrity of hospital structures.	X							Office of Statewide Health Planning and Development & County Public Health Agency	
3)	Ensure health care facilities are adequately prepared to care for victims with respiratory problems related to smoke and/or particulate matter inhalation.	X							County Emergency Medical Services Agency	Hostpitals, through the Federal Hospital Preparedness Program (HPP) grant (formerly HRSA) and the State Homeland Security Grant Program (SHSGP), have for the past 10 years purchased emergency portable ventilators and disposable ventilators to

												complement existing equipment to meet the surge needs of an event or disaster. In addition, the County has a centrally located cache available for deployment to the most hard to hit areas.
4)	Ensure these health care facilities have the capacity to shut off outside air and be self-contained.									X		
5)	Ensure that hospitals and other major health care facilities have auxiliary water and power sources.									X		
6)	Work with health care facilities to institute isolation capacity should a need for them arise following a communicable disease epidemic.	X									Public Health and Emergency Medical Services	Hospitals, through the Federal Hospital Preparedness Program (HPP) grant (formerly HRSA), have for the past 10 years purchased surge equipment that enables hospital safety and engineering personnel to convert beds and small hospital wings into negative air flow pressure rooms (i.e., isolation capacity).
7)	Develop printed materials, utilize existing materials (such as developed by FEMA and the American Red Cross), conduct workshops, and/or provide outreach encouraging employees of these critical health care facilities to have family disaster plans and conduct mitigation activities in their own homes.	X									Emergency Medical Services Agency and County Office of Emergency Services	Since 2005, County OES and the Board of Supervisors have held an annual Disaster Preparedness Day event. The past 2 years this event has been held in conjunction with the County Fair. Many County Departments and city town and special district response agencies and/or related response support affiliates participate. In addition, Hospital safety officers/emergency managers conduct internal safety trainings to staff regarding disaster preparedness at home with various materials from sources including the American Red Cross.

HEAL - b - Ancillary Health-Related Facilities										
1)	Work with State of California licensing agencies to identify these ancillary facilities in your community.	X							Health Services Agency	EMS works with the CA Department of Public Health's Emergency Preparedness Office (CDPH - EPO) to identify and coordinate with healthcare facilities in San Mateo County including clinics and long term care facilities that participate in the County's Healthcare Working Group and the Hospital Preparedness Program (HPP) grant.
2)	Encourage these facility operators to develop disaster mitigation plans.	X							Health Services Agency	All County Hospital Preparedness Program (HPP) grant participating facilities have disaster plans in place.
3)	Encourage these facility operators to create, maintain, and/or continue partnerships with local governments to develop response and recovery plans.	X							Health Services Agency	All County Hospital Preparedness Program (HPP) grant participating facilities partner with the San Mateo County EMS Agency through the Healthcare Working Group to ensure their disaster and recovery plans are consistent with the County.

HEAL - c - Interface with National and State Health Care Initiatives									
1)	Designate locations for the distribution of antibiotics to large numbers of people should the need arise, as required to be included in each county's Strategic National Stockpile Plan.	X						County Public Health	Existing Plan through Neighborhood Emergency Triage Vaccination Antibiotic Centers (NETVAC)
2)	Ensure that you know the Metropolitan Medical Response System (MMRS) cities in your area. For example, Oakland and Fremont are the MMRS cities in Alameda County. MMRS cities are those cities that are provided with additional federal funds for organizing, equipping, and training groups of local fire, rescue, medical, and other emergency management personnel.	X						County Public Health - Emergency Medical Services	Existing Plan
3)	Know if any National Disaster Medical System (NDMS) uniformed or non-uniformed personnel are within one-to-four hours of your community. These federal resources include veterinary, mortuary, and medical personnel.	X						County Public Health - Emergency Medical Services	EMS partners with the Palo Alto Veterans Affairs Health Care System (PAVAHCS) and Mills-Peninsula Health Services (MPHS), both of which are dedicated NDMS systems, through the San Mateo County Healthcare Working Group (HWG).
4)	Plan to utilize the State of California Department of Health Services laboratory in Richmond for confirmation of biological agencies and Department of Defense laboratories in Berkeley (Lawrence Berkeley National Laboratory) or Livermore (Lawrence Livermore National Laboratory and Sandia) for confirmation of radiological agents.	X						County Public Health - Laboratory	Existing Plan

HEAL - d - Environmental Health										
1)	Create discussion forums for food and health personnel, including, for example, medical professionals, veterinarians, and plant pathologists, to develop safety, security, and response strategies for food supply contamination.	X							County Environmental Health	Existing Program
2)	Train appropriate personnel to understand that the Metropolitan Medical Response System (MMRS) cities in your area. For example, Oakland and Fremont are the MMRS cities in Alameda County. MMRS cities are those cities that are provided with additional federal funds for organizing, equipping, and training groups of local fire, rescue, medical, and other emergency management personnel.				X				Public Health - Emergency Medical Services	
3)	Train appropriate personnel to know if any National Disaster Medical System (NDMS) uniformed or non-uniformed personnel are within one-to-four hours of your community. These federal resources include veterinary, mortuary, and medical personnel.	X							Public Health - Emergency Medical Services	EMS, designated as the Medical Health Operational Area Coordinator (MHOAC) for major events and disasters, partners and trains with NDMS dedicated Palo Alto Veterans Affairs Health Care System (PAVAHCS) and Mills-Peninsula Health Services (MPHS) through the San Mateo County Healthcare Working Group.
4)	Train appropriate personnel to know to utilize the State of California Department of Health Services laboratory in Richmond for confirmation of biological agents and Department of Defense laboratories in Berkeley (Lawrence Berkeley National Laboratory) or Livermore (Lawrence Livermore National Laboratory and Sandia) for confirmation of radiological agents.	X							County Public Health - Laboratory	Existing Plan

## Housing Mitigation Strategies

	Priority (CHECK ONLY ONE)							Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments
	Existing Program	Very High	High	Moderate	Under Study	Not Applicable, Not Appropriate, or Not Cost Effective	Not Yet Considered		
HSNG - a - Multi-Hazard									
1) Be aware of past problems of inadequate hazard disclosure and work with real estate agents to improve enforcement of real estate disclosure requirements for those hazards covered by this plan, for example, by making those agents and the disclosure firms aware of the hazard maps incorporated in this plan and available on the ABAG web site at <a href="http://quake.abag.ca.gov/mitigation">http://quake.abag.ca.gov/mitigation</a> , as well as locally developed maps.						X			
2) Create incentives for owners of historic or architecturally significant residential buildings to undertake mitigation to levels that will minimize the likelihood that these buildings will need to be demolished after a disaster, particularly if those alterations conform to the federal Secretary of the Interior's <i>Guidelines for Rehabilitation</i> .							X	Planning and Building	



HSNG - b - Single-Family Homes Vulnerable to Earthquakes											
1) Utilize or recommend adoption of a retrofit standard that includes standard plan sets and construction details for voluntary bolting of homes to their foundations and bracing of outside walls of crawl spaces ("cripple" walls), such as that being developed by a committee representing the East Bay-Peninsula-Monterey Chapters of the International Code Council (ICC), California Building Officials (CALBO), the Structural Engineers Association of Northern California (SEAONC), the Northern California Chapter of the Earthquake Engineering Research Institute (EERI-NC), and ABAG's Earthquake Program.									X	Planning and Building	
2) Require engineered plan sets for retrofitting of heavy two-story homes with living areas over garages, as well as for split level homes, until standard plan sets and construction details become available.	X									Planning and Building	San Mateo County Building Regulations
3) Require engineered plan sets for retrofitting of homes on steep hillsides.	X									Planning and Building	San Mateo County Building Regulations
4) Encourage local government building inspectors to take classes on a periodic basis (such as the FEMA-developed training classes offered by ABAG) on retrofitting of single-family homes.	X									Planning and Building	Health & Safety Code Section 18965 through 18971, AB717
5) Encourage private retrofit contractors and home inspectors doing work in your area to take retrofit classes on a periodic basis (such as the FEMA-developed training classes offered by ABAG) on retrofitting of single-family homes.								X			
6) Conduct demonstration projects on common existing housing types demonstrating structural and nonstructural mitigation techniques as community models for earthquake mitigation.								X			
7) Provide retrofit classes or workshops for homeowners.								X			

8)	Establish tool-lending libraries with common tools needed for retrofitting for use by homeowners with appropriate training.								X		
9)	Provide financial incentives to owners of applicable homes to retrofit.								X		
HSNG - c - Soft-Story Multifamily Residential Structures Vulnerable to Earthquakes											
1)	Require engineered plan sets for voluntary or mandatory soft-story retrofits until a standard plan set and construction details become available.	X								Planning and Building	San Mateo County Building Regulations
2)	Adopt the 2003 International Existing Building Code, the 1997 UBC, or the latest applicable code standard for the design of voluntary or mandatory soft-story building retrofits.	X								Planning and Building	San Mateo County Building Regulations
3)	Work to educate condominium and apartment owners, local government staff, engineers, and contractors on soft-story retrofit procedures and incentives using materials such as those developed by ABAG (see <a href="http://quake.abag.ca.gov/fixit">http://quake.abag.ca.gov/fixit</a> ) and the City of San Jose.								X		
4)	Conduct an inventory of existing or suspected soft-story residential structures.								X		
5)	Use the soft-story inventory to require owners to inform all existing tenants that they live in this type of building and the standard to which it may have been retrofitted, as well as require owners to inform tenants that they will live in this type of building prior to signing a lease.								X		
6)	Use the soft-story inventory to require owners to inform all existing tenants that they should be prepared to live elsewhere following an earthquake if the building has not been retrofitted.								X		

7)	Investigate and adopt appropriate financial, procedural, and land use incentives for owners of soft-story buildings to facilitate retrofit such as those developed by ABAG (see <a href="http://quake.abag.ca.gov/fixit">http://quake.abag.ca.gov/fixit</a> .								X		
8)	Explore development of local ordinances or State regulations to require or encourage owners of soft-story structures to strengthen them.								X		
9)	Provide technical assistance in seismically strengthening soft-story structures.								X		
<b>HSNG - d - Unreinforced Masonry Housing Stock</b>											
1)	Continue to actively implement existing State law that requires cities and counties to maintain lists of the addresses of unreinforced masonry buildings and inform property owners that they own this type of hazardous structure.	X								Planning and Building	San Mateo County Seismic Hazards Mitigation Program
2)	Accelerate retrofitting of unreinforced masonry structures that have not been retrofitted, for example, by (a) actively working with owners to obtain structural analyses of their buildings, (b) helping owners obtain retrofit funding, (c) adopting a mandatory versus voluntary, retrofit program, and/or (d) applying penalties to owners who show inadequate efforts to upgrade these buildings.	X								Planning and Building	
3)	Require owners to inform all existing tenants that they live in this type of building and the standard to which it may have been retrofitted, as well as require owners to inform tenants that they will live in this type of building prior to signing a lease.	X								Planning and Building	
4)	Require owners to inform all existing tenants that they should be prepared to live elsewhere following an earthquake even if the building has been retrofitted, for it has probably been retrofitted to a life-safety standard, not to a standard that will allow occupancy following major earthquakes.	X								Planning and Building	
<b>HSNG - e - Other Privately-Owned Structurally Suspicious Residential Buildings and</b>											

Earthquakes										
1)	Identify and work toward tying down mobile homes used as year-round permanent residences using an appropriate cost-sharing basis (for example, 75% grant, and 25% owners).	X							Planning and Building	Title 25 - Mobile Home Park Act covered by permit fees, ongoing
2)	Inventory non-ductile concrete, tilt-up concrete, and other privately-owned structurally suspicious residential buildings.						X			
3)	Adopt the 2003 International Existing Building Code, the 1997 UBC, or the latest applicable code standard for the design of voluntary or mandatory retrofit of seismically vulnerable buildings.	X							Planning and Building	San Mateo County Building Regulations
4)	Adopt one or more of the following strategies as incentives to encourage retrofitting of privately-owned structurally deficient residential buildings: (a) waivers or reductions of permit fees, (b) below-market loans, (c) local tax breaks, (d) grants to cover the cost of retrofitting or of a structural analysis, (e) land use and procedural incentives, or (f) technical assistance.						X			
HSNG - f - New Construction and Earthquakes										
1)	Continue to require that all new housing be constructed in compliance with structural requirements of the most recently adopted version of the <i>California Building Code</i> .	X							Planning and Building	San Mateo County Building Regulations
2)	Conduct appropriate employee training and support continued education to ensure enforcement of building codes and construction standards, as well as identification of typical design inadequacies of housing and recommended improvements.	X							Planning and Building	AB717
HSNG - g - Wildfire and Structural Fires										

1)	Increase efforts to reduce hazards in existing development in high wildfire hazard areas (identified as wildland-urban-interface fire-threatened communities or in areas exposed to high-to-extreme fire threat) through improving engineering design and vegetation management for mitigation, appropriate code enforcement, and public education on defensible space mitigation strategies.	X							County Fire, Building	San Mateo County Building Regulations San Mateo County FireSafe Council
2)	Tie public education on defensible space and a comprehensive defensible space ordinance to a field program of enforcement.	X								San Mateo County FireSafe Council
3)	Require that new homes in wildland-urban-interface fire-threatened communities or in areas exposed to high-to-extreme fire threat be constructed of fire-resistant building materials (including roofing and exterior walls) and incorporate fire-resistant design features (such as minimal use of eaves, internal corners, and open first floors) to increase structural survivability and reduce ignitability. <b>Note</b> - See Structural Fire Prevention Field Guide for Mitigation of Wildfires at <a href="http://osfm.fire.ca.gov/structural.html">http://osfm.fire.ca.gov/structural.html</a> .	X							County Fire, Building	San Mateo County Building Regulations
4)	Develop financial incentives for homeowners to be "model" defensible space homes in neighborhoods that are wildland-urban- interface fire-threatened communities or in areas exposed to high-to-extreme fire threat.						X			
5)	Consider fire safety, evacuation, and emergency vehicle access when reviewing proposals to add secondary units or additional residential units in wildland-urban- interface fire-threatened communities or in areas exposed to high-to-extreme fire threat.	X							County Fire	San Mateo County Building Regulations

6)	Adopt and/or amend, as needed, updated versions of the <i>California Building and Fire Codes</i> so that optimal fire-protection standards are used in construction and renovation projects.	X							County Fire, Planning and Building	San Mateo County Building Regulations
7)	Create a mechanism to enforce provisions of the <i>California Building and Fire Codes</i> and local housing codes that require the installation of smoke detectors and/or fire-extinguishing systems by making installation a condition of (a) finalizing a permit for any work on existing properties valued at over a fixed amount, such as \$500 or \$1000, and/or (b) a condition for the transfer of property if these changes are determined cost-effective strategies.	X							County Fire, Planning and Building	San Mateo County Building Regulations
8)	Work to ensure a reliable source of water for fire suppression in rural-residential areas through the cooperative efforts of water districts, fire districts, and residents.	X							County Fire	San Mateo County Building Regulations
9)	Expand vegetation management programs in wildland-urban- interface fire-threatened communities or in areas exposed to high-to-extreme fire threat to more effectively manage the fuel load through roadside collection and chipping, mechanical fuel reduction equipment, selected harvesting, use of goats or other organic methods of fuel reduction, and selected use of controlled burning.	X							County Fire	San Mateo County FireSafe Council
10)	Promote the installation of early warning fire alarm systems in homes wildland-urban-interface fire-threatened communities or in areas exposed to high-to-extreme fire threat connected to fire department communication systems.						X			
11)	Establish a Fire Hazard Abatement District to fund reduction in fire risk of existing properties through vegetation management that includes reduction of fuel loads, use of defensible space, and fuel breaks.							X		

12)	Work with residents in rural-residential areas to ensure adequate access and evacuation in wildland-urban- interface fire-threatened communities or in areas exposed to high-to-extreme fire threat.	X							County Fire	Evacuation plans for Emerald Lake Hills and Palomar Park recently developed
13)	Require fire sprinklers in new homes located more than 1.5 miles or a 5-minute response time from a fire station or in an identified high hazard wildland-urban-interface wildfire area.	X							County Fire, Planning and Building	San Mateo County Building Regulations
14)	Require fire sprinklers in all new or substantially remodeled multifamily housing, regardless of distance from a fire station.	X							County Fire, Planning and Building	San Mateo County Building Regulations
15)	Require sprinklers in all mixed use development to protect residential uses from fires started in non-residential areas.	X							County Fire, Planning and Building	San Mateo County Building Regulations
16)	Compile a list of high-rise and high-occupancy buildings which are deemed, due to their age or construction materials, to be particularly susceptible to fire hazards, and determine an expeditious timeline for the fire-safety inspection of all such structures.	X							County Fire	San Mateo County Fire Deployment Plan
17)	Conduct periodic fire-safety inspections of all multi-family buildings, as required by State law.	X							County Fire	Health and Safety Code
18)	Ensure that fire-preventive vegetation-management techniques and practices for creek sides and high-slope areas do not contribute to the landslide and erosion hazard.	X							County Fire	
19)	Create a mechanism to require the bracing of water heaters and flexible couplings on gas appliances, and/or (as specified under "a. Single-family homes vulnerable to earthquakes" above) the bolting of homes to their foundations and strengthening of cripple walls to reduce fire ignitions due to earthquakes.	X								San Mateo County Building Regulations

20)	Work with the State Fire Marshall, the California Seismic Safety, PEER, and other experts to identify and manage gas-related fire risks of soft-story residential or mixed use buildings that are prone to collapse and occupant entrapment consistent with the natural gas safety recommendations of Seismic Safety Commission Report SSC-02-03. <b>Note</b> - See <a href="http://www.seismic.ca.gov/pub/CSSC_2002-03_Natural%20Gas%20Safety.pdf">http://www.seismic.ca.gov/pub/CSSC_2002-03_Natural%20Gas%20Safety.pdf</a> . <b>Also note</b> - any values that are installed may need to have both excess flow and seismic triggers (“hybrid” valves).									County Fire		
HSNG - h - Flooding												
1)	To reduce flood risk, and thereby reduce the cost of flood insurance to property owners, work to qualify for the highest-feasible rating under the Community Rating System of the National Flood Insurance Program.									X		Jan 19, 2012 County/OES Received an all hazards recognition for being a StormReady™ and TsunamiReady™ community by NOAA/National Weather Service Monterey
2)	Balance the housing needs of residents against the risk from potential flood-related hazards.	X									Planning and Building	Development Review Procedures
3)	Ensure that new development pays its fair share of improvements to the storm drainage system necessary to accommodate increased flows from the development.	X									Public Works, Planning and Building	Mitigation fees Ordinance 2.54.010 (Fees for new development), MRP requirements and permit
4)	Provide sandbags and plastic sheeting to residents in anticipation of rainstorms, and deliver those materials to the disabled and elderly upon request.	X									Public Works	sandbags only, no delivery
5)	Provide public information on locations for obtaining sandbags and/or deliver those sandbags to those various locations throughout a city and/or county prior to and/or during the rainy season.	X									Public Works, Office of Emergency Services	Info available on website and by phone / Public works primary OES support role <a href="http://smcready.org">http://smcready.org</a>
6)	Apply floodplain management regulations for development in the floodplain and floodway.	X									Planning and Building	San Mateo County Building Regulations



7)	Ensure that new subdivisions are designed to reduce or eliminate flood damage by requiring lots and rights-of-way are laid out for the provision of approved sewer and drainage facilities, providing on-site detention facilities whenever practicable.	X							Planning and Building	SM County Ordinance Code Division VI, Planning Part 2, Subdivision Regulations
8)	Encourage home and apartment owners to participate in home elevation programs.						X			
9)	As funding opportunities become available, encourage home and apartment owners to participate in acquisition and relocation programs for areas within floodways.						X			
10)	Encourage owners of properties in a floodplain to consider purchasing flood insurance. For example, point out that most homeowners' insurance policies do not cover a property for flood damage.						X			
HSNG - i - Landslides and Erosion										
1)	Increase efforts to reduce landslides and erosion in existing and future development by improving appropriate code enforcement and use of applicable standards, such as those appearing in the <i>California Building Code</i> , <i>California Geological Survey Special Report 117 – Guidelines for Evaluating and Mitigating Seismic Hazards in California</i> , <i>American Society of Civil Engineers (ASCE) report Recommended Procedures for Implementation of DMG Special Publication 117: Guidelines for Analyzing and Mitigating Landslide Hazards in California</i> , and the <i>California Board for Geologists and Geophysicists Guidelines for Engineering Geologic Reports</i> . Such standards should cover excavation, fill placement, cut-fill transitions, slope stability, drainage and erosion control, slope setbacks, expansive soils, collapsible soils, environmental issues, geological and geotechnical investigations, grading plans and specifications, protection of adjacent properties, and review and permit issuance.	X							Planning and Building	SM County Ordinance Code, Div. VII, Bldg. Regulations, SM County Ordinance Code Section 8600, Grading Regulations

2)	Increase efforts to reduce landslides and erosion in existing and future development through continuing education of design professionals on mitigation strategies.							X		
<b>HSNG - j - Building Reoccupancy</b>										
1)	Develop and enforce an ordinance for disaster-damaged structures to ensure that residential buildings are repaired in an appropriate and timely manner and retrofitted concurrently to avoid a recurrence.							X		
<b>HSNG - k - Public Education</b>										
1)	Provide information to residents of your community on the availability of interactive hazard maps showing your community on ABAG's web site.	X							Office of Emergency Services	Ongoing public education activity <a href="http://smcready.org">http://smcready.org</a>
2)	Develop printed materials, utilize existing materials (such as developed by FEMA and the American Red Cross), conduct workshops, and/or provide outreach encouraging residents to have family disaster plans that include drop-cover-hold earthquake drills, fire and storm evacuation procedures, and shelter-in-place emergency guidelines.	X							County Fire, Office of Emergency Services	Office of Emergency Services - Utilize existing materials, conduct public awareness campaigns, County Fire - San Mateo County FireSafe Council and San Mateo County Fire Prevention Officers Association  OES and Board of Supervisors coordinate an annual Disaster Preparedness Event for disseminating all hazards information  OES markets participation in annual Cal EMA Great Shakeout – statewide preparedness drop-cover-hold event
3)	Better inform residents of comprehensive mitigation activities, including elevation of appliances above expected flood levels, use of fire-resistant roofing and defensible space in high wildfire threat and wildfire-urban-interface areas, structural retrofitting techniques for older homes, and use of intelligent grading practices through workshops, publications, and media announcements and events.	X							County Fire	
4)	Develop a public education campaign on the cost, risk, and benefits of earthquake, flood, and other hazard insurance.							X		

5)	Use disaster anniversaries, such as April (Earthquake Month and the 1906 earthquake), September (9/11), and October (Loma Prieta earthquake and Oakland Hills fire), to remind the public on safety and security mitigation activities.	X							Office of Emergency Services	Conduct public awareness campaigns, speak to community groups OES markets participation in annual Cal EMA Great Shakeout – statewide preparedness drop-cover-hold event  OES coordinates 2 countywide Emergency Operations Center exercises and communications tests annually.
6)	Sponsor the formation and training of Community Emergency Response Teams (CERT) training.	X							Office of Emergency Services	Provide CERT instructors, and equipment for classes countywide. Supplies now sponsored by CalVol (California Volunteers) limited to a maximum of 50 units per course, per CERT program, per year.
7)	Include flood fighting technique session based on California Department of Water Resources training to the list of available public training classes offered by CERT.						X			
8)	Institute the neighborhood watch block captain and team programs outlined in the Citizen Corps program guide.						X			
9)	Assist residents in the development of defensible space through the use of, for example, “tool libraries” for weed abatement tools, roadside collection and/or chipping services (for brush, weeds, and tree branches) in wildland-urban-interface fire-threatened communities or in areas exposed to high-to-extreme fire threat.						X			
10)	Train homeowners to locate and shut off gas valves if they smell or hear gas leaking.	X							Office of Emergency Services	Ongoing community outreach <a href="http://smcready.org">http://smcready.org</a> And upon request in GetReady San Mateo County in Spanish and English
11)	Distribute NOAA weather radios to high-risk, limited-income families living in flood hazard areas.						X			
12)	Develop a program to provide at-cost NOAA weather radios to residents of flood hazard areas.						X			

13)	Make use of the materials on the ABAG web site at <a href="http://quake.abag.ca.gov/fixit">http://quake.abag.ca.gov/fixit</a> and other web sites to increase residential mitigation activities related to earthquakes. (ABAG plans to continue to improve the quality of those materials over time.)							X		Link ABAG earthquake and tsunami information from our all hazards awareness web site: <a href="http://smcready.org/">http://smcready.org/</a>
14)	Develop a “Maintain-a-Drain” campaign, similar to that of the City of Oakland, encouraging businesses and residents to keep storm drains in their neighborhood free of debris.							X		
15)	Encourage the formation of a community- and neighborhood-based approach to wildfire education and action through local FireSafe Councils and the <i>Fire Wise Program</i> .	X							County Fire	San Mateo County FireSafe Council
16)	Inform shoreline-property owners of the possible long-term economic threat posed by rising sea levels.							X		
17)	Develop and distribute culturally appropriate materials related to disaster mitigation and preparedness, such as those on the <a href="http://www.preparenow.org">http://www.preparenow.org</a> website.							X		<a href="http://smcready.org">http://smcready.org</a> And upon request in Get Ready San Mateo County in Spanish

## Economy Mitigation Strategies

	Specific Mitigation Strategy	Priority (CHECK ONLY ONE)							Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments	
		Existing Program	Very High	High	Moderate	Under Study	Appropriate, or Not	Not Yet Considered			
<b>ECON - a - Multi-Hazard</b>											
1)	Be aware of past problems of inadequate hazard disclosure and work with real estate agents to improve enforcement of real estate disclosure requirements for those hazards covered by this plan, for example, by making those agents and the disclosure firms aware of the hazard maps incorporated in this plan and available on the ABAG web site at <a href="http://quake.abag.ca.gov/mitigation">http://quake.abag.ca.gov/mitigation</a> , as well as locally developed maps.							X			
2)	Create incentives for owners of historic or architecturally significant buildings to undertake mitigation to levels that will minimize the likelihood that these buildings will need to be demolished after a disaster, particularly if those alterations conform to the federal Secretary of the Interior's <i>Guidelines for Rehabilitation</i> .								X	Planning and Building	
<b>ECON - b - Soft-Story Commercial Buildings Vulnerable to Earthquakes</b>											
1)	Require engineered plan sets for voluntary or mandatory soft-story retrofits until a standard plan set and construction details become available.	X								Planning and Building	County & State Building regulation cost covered by permit fees
2)	Adopt the 2003 International Existing Building Code, the 1997 UBC, or the latest applicable code standard for the design of voluntary or mandatory soft-story building retrofits.	X								Planning and Building	San Mateo County Building Regulations

3)	Work to educate building owners, local government staff, engineers, and contractors on soft-story retrofit procedures and incentives using materials such as those developed by ABAG (see <a href="http://quake.abag.ca.gov/fixit">http://quake.abag.ca.gov/fixit</a> ) and the City of San Jose.							X	Planning and Building	
4)	Conduct an inventory of existing or suspected soft-story commercial and industrial structures.							X		
5)	Use the soft-story inventory to require owners to inform all existing tenants that they work in this type of building and the standard to which it may have been retrofitted, as well as require owners to inform tenants that they will work in this type of building prior to signing a lease.							X	Planning and Building	
6)	Use the soft-story inventory to require owners to inform all existing tenants that they should be prepared to work elsewhere following an earthquake if the building has not been retrofitted.							X	Planning and Building	
7)	Investigate and adopt appropriate financial, procedural, and land use incentives for owners of soft-story buildings to facilitate retrofit.							X	Planning and Building	
8)	Explore development of local ordinances or State regulations to require or encourage owners of soft-story structures to strengthen them.							X	Planning and Building	
9)	Provide technical assistance in seismically strengthening soft-story structures.							X	Planning and Building	
<b>ECON - c - Unreinforced Masonry Buildings in Older Downtown Areas</b>										
1)	Continue to actively implement existing State law that requires cities and counties to maintain lists of the addresses of unreinforced masonry buildings and inform property owners that they own this type of hazardous structure.	X							Planning and Building	NA
2)	Accelerate retrofitting of unreinforced masonry structures that have not been retrofitted, for example, by (a) actively working with owners to obtain structural analyses of their buildings, (b) helping owners obtain retrofit funding, (c) adopting a mandatory versus voluntary, retrofit program, and/or (d) applying penalties to owners who show inadequate efforts to upgrade these buildings.	X							Planning and Building	NA

3)	Require owners to inform all existing tenants that they work in this type of building and the standard to which it may have been retrofitted, as well as require owners to inform tenants that they will work in this type of building prior to signing a lease.	X								Planning and Building	NA
4)	Require owners to inform all existing tenants that they should be prepared to work elsewhere following an earthquake even if the building has been retrofitted, for it has probably been retrofitted to a life-safety standard, not to a standard that will allow occupancy following major earthquakes.							X		Planning and Building	
<b>ECON - d - Privately-Owned Structurally Suspicious Buildings</b>											
1)	Inventory non-ductile concrete, tilt-up concrete, and other privately-owned structurally suspicious buildings.							X		Planning and Building	
2)	Adopt the 2003 International Existing Building Code, the 1997 UBC, or the latest applicable code standard for the design of voluntary or mandatory retrofit of seismically vulnerable buildings.	X								Planning and Building	County Building Regulations
3)	Adopt one or more of the following strategies as incentives to encourage retrofitting of privately-owned structurally suspicious commercial and industrial buildings: (a) waivers or reductions of permit fees, (b) below-market loans, (c) local tax breaks, (d) grants to cover the cost of retrofitting or of a structural analysis, (e) land use and procedural incentives, or (f) technical assistance.							X		Planning and Building	
<b>ECON - e - Wildfire and Structural Fires</b>											
1)	Increase efforts to reduce fire in existing development through improving engineering design and vegetation management for mitigation, appropriate code enforcement, and public education on mitigation strategies.	X								County Fire	County Building Regulations
2)	Require that new business and office buildings in high fire hazard areas be constructed of fire-resistant building materials and incorporate fire-resistant design features (such as minimal use of eaves, internal corners, and open first floors) to increase structural survivability and reduce ignitability.	X								County Fire, Building	County Building Regulations

3)	Adopt and amend as needed updated versions of the <i>California Building and Fire Codes</i> so that optimal fire-protection standards are used in construction and renovation projects.	X							County Fire, Building	County Building Regulations
4)	Create a mechanism to enforce provisions of the <i>California Building and Fire Codes</i> and other local codes that require the installation of smoke detectors and fire-extinguishing systems by making installation a condition of (a) finalizing a permit for any work on existing properties valued at over a fixed amount, such as \$500 or \$1000, and/or (b) on any building over 75 feet in height, and/or (b) as a condition for the transfer of property.	X							County Fire	County Building Regulations
5)	Expand existing vegetation management programs in commercial and/or industrial areas.	X							County Fire	
6)	Establish a Fire Hazard Abatement District to fund reduction in fire risk of existing properties through vegetation management that includes reduction of fuel loads, use of defensible space, and fuel breaks.						X			
7)	Establish a Fire Hazard Abatement District to fund fire-safety inspections of private properties, roving firefighter patrols on high fire-hazard days, and public education efforts.						X			
8)	Compile a list of high-rise and high-occupancy buildings that are deemed, due to their age or construction materials, to be particularly susceptible to fire hazards, and determine an expeditious timeline for the fire-safety inspection of all such structures.	X							County Fire	Countywide Fire Deployment Plan
9)	Conduct periodic fire-safety inspections of all commercial and institutional buildings.	X							County Fire	Health and Safety Code



10)	Work with the State Fire Marshall, the California Seismic Safety, PEER, and other experts to identify and manage gas-related fire risks of soft-story mixed use buildings that are prone to collapse and occupant entrapment consistent with the natural gas safety recommendations of Seismic Safety Commission Report SSC-02-03. <b>Note</b> - See <a href="http://www.seismic.ca.gov/pub/CSSC_2002-03_Natural%20Gas%20Safety.pdf">http://www.seismic.ca.gov/pub/CSSC_2002-03_Natural%20Gas%20Safety.pdf</a> . <b>Also note</b> - any valves that are installed may need to have both excess flow and seismic triggers (“hybrid” valves).						X			County Fire, Planning and Building	Under study, no estimate of cost or completion
11)	Ensure that fire-preventive vegetation-management techniques and practices for creek sides and high-slope areas do not contribute to the landslide and erosion hazard.	X								County Fire	Environmental review procedures
12)	Work with insurance companies to create a public/private partnership to give a discount on fire insurance premiums to “Forester Certified” <i>Fire Wise</i> landscaping and fire-resistant building materials.							X			
<b>ECON - f - Flooding</b>											
1)	To reduce flood risk, thereby reducing the cost of flood insurance to property owners, work to qualify for the highest-feasible rating under the Community Rating System of the National Flood Insurance Program.	X								Planning and Building	
2)	Balance the needs for commercial and industrial development against the risk from potential flood-related hazards.	X								Planning and Building	Development Review Procedures
3)	Ensure that new development pays its fair share of improvements to the storm drainage system necessary to accommodate increased flows from the development, <b>or</b> does not increase runoff by draining water to pervious areas or detention facilities.	X								Public Works	Mitigation fees Ordinance 2.54.010 (Fees for new development) MRP requirements and permit
4)	Provide sandbags and plastic sheeting to businesses in anticipation of rainstorms, and deliver those materials to the disabled and elderly upon request.	X								Public Works	Sandbags only, no delivery
5)	Provide public information on locations for obtaining sandbags and deliver those sandbags to those various locations throughout a city and/or county.	X								Public Works, Office of Emergency Services	Info available on website and by phone / email (SMC Alert)

6)	Apply floodplain management regulations for development in the floodplain and floodway.	X							Planning and Building	County Building Regulations
7)	Encourage business owners to participate in building elevation programs.				X				Planning and Building	
8)	Encourage business owners to participate in acquisition and relocation programs for areas within floodways.				X				Planning and Building	
9)	Require an annual inspection of approved flood-proofed buildings to ensure that (a) all flood-proofing components will operate properly under flood conditions and (b) all responsible personnel are aware of their duties and responsibilities as described in their building's <i>Flood Emergency Operation Plan</i> and <i>Inspection &amp; Maintenance Plan</i> .						X			
ECON - g - Landslides and Erosion										
1)	Increase efforts to reduce landslides and erosion in existing and future development by improving appropriate code enforcement and use of applicable standards, such as those appearing in the <i>California Building Code</i> , <i>California Geological Survey Special Report 117 – Guidelines for Evaluating and Mitigating Seismic Hazards in California</i> , <i>American Society of Civil Engineers (ASCE) report Recommended Procedures for Implementation of DMG Special Publication 117: Guidelines for Analyzing and Mitigating Landslide Hazards in California</i> , and the <i>California Board for Geologists and Geophysicists Guidelines for Engineering Geologic Reports</i> . Such standards should cover excavation, fill placement, cut-fill transitions, slope stability, drainage and erosion control, slope setbacks, expansive soils, collapsible soils, environmental issues, geological and geotechnical investigations, grading plans and specifications, protection of adjacent properties, and review and permit issuance.	X							Planning and Building	County Building Regulations
2)	Increase efforts to reduce landslides and erosion in existing and future development through continuing education of design professionals on mitigation strategies.						X			



ECON - h - Construction									
1) Continue to require that all new commercial and industrial buildings be constructed in compliance with structural requirements of the most recently adopted version of the <i>California Building Code</i> .	X							Planning and Building	County Building Regulations
2) Conduct appropriate employee training and support continued education to ensure enforcement of construction standards.						X			
3) Recognize that many strategies that increase earthquake resistance also decrease damage in an explosion. In addition, recognize that ventilation systems can be designed to contain airborne biological agents.						X			
ECON - i - Building Reoccupancy									
1) Institute an aggressive program similar to San Francisco's Building Occupancy Resumption Program (BORP). This program permits owners of private buildings to hire qualified structural engineers to create building-specific post-disaster inspection plans and allows these engineers to become automatically deputized as City/County inspectors for these buildings in the event of an earthquake or other disaster.							X	Planning and Building	
2) Actively notify owners of historic or architecturally significant buildings of the availability of the local BORP-type program and encourage them to participate to ensure that appropriately qualified structural engineers are inspecting their buildings, thus reducing the likelihood that the buildings will be inappropriately evaluated following a disaster.							X	Planning and Building	
3) Actively notify owners of educational facility buildings of the availability of the local BORP-type program and encourage them to participate to ensure that appropriately qualified structural engineers are inspecting their buildings, thus reducing the likelihood that the buildings will be inappropriately evaluated following a disaster.							X	Planning and Building	

4) Allow owners to participate in a BORP-type program as described above, but not actively encourage them to do so.								X	Planning and Building	
5) Develop and enforce an ordinance for disaster-damaged structures to ensure that damaged buildings are repaired in an appropriate and timely manner.	X								Planning and Building	County Building Regulations
6) Establish preservation-sensitive measures for the repair and reoccupancy of historically significant structures, including requirements for temporary shoring or stabilization where needed, arrangements for consulting with preservationists and expedited permit procedures for suitable repair or rebuilding of historically or architecturally valuable structures.								X		
<b>ECON - j - Public Education</b>										
1) Provide information to business owners and employees on the availability of interactive hazard maps on ABAG's web site.	X								Office of Emergency Services	Ongoing program upon request and via Sheriff's OES <a href="http://smcready.org/">http://smcready.org/</a>
2) Develop printed materials, utilize existing materials (such as developed by FEMA and the American Red Cross), conduct workshops, and/or provide outreach encouraging businesses' employees to have family disaster plans that include drop-cover-hold earthquake drills, fire and storm evacuation procedures, and shelter-in-place emergency guidelines.	X								Office of Emergency Services	Use of preprinted materials, developing materials for tsunamis areas.  National Tsunami Awareness Week and annual full volume coastal sirens test in September.  Annual October Great Shakeout drop cover hold statewide drill.  OES posted link to CA updated tsunami hazard evacuation maps on website.
3) Develop printed materials, conduct workshops, and provide outreach to Bay Area businesses focusing on business continuity planning.	X								Office of Emergency Services	Two contractors hired in Jan 2012 to engage businesses in continuity planning and collaborating with the County/Op Area in emergency response support. Funded by 2010 State Homeland Security grant.

4) Better inform Bay Area business owners of mitigation activities, including elevation of appliances above expected flood levels, use of fire-resistant roofing and defensible space in wildland-urban-interface fire-threatened communities or in areas exposed to high-to-extreme fire threat, structural retrofitting techniques for older buildings, and use of intelligent grading practices through workshops, publications, and media announcements and events.						X			
5) Sponsor the formation and training of Community Emergency Response Teams (CERT) training through partnerships with local businesses. [Note – these programs go by a variety of names in various cities and areas.]	X							Office of Emergency Services	Ongoing program, OES provides support with instructors and equipment. Supplies sponsored by Cal Vol (California Volunteers) up to 50 units, per organization, per jurisdiction, per year – while CA supplies last.  Contractor hired to coordinate CERT Program support in 2009-10. Funded by a 2009 and 10 State Homeland Security Grant.
6) Assist businesses in the development of defensible space through the use of, for example, “tool libraries” for weed abatement tools, roadside collection and/or chipping services (for brush, weeds, and tree branches) in wildland-urban-interface fire-threatened communities or in areas exposed to high-to-extreme fire threat.						X			
7) Make use of the materials developed by others (such as found on ABAG’s web site at <a href="http://quake.abag.ca.gov/business">http://quake.abag.ca.gov/business</a> ) to increase mitigation activities related to earthquakes. ABAG plans to continue to improve the quality of those materials over time.	X							Office of Emergency Services	Private sector liaisons to refer businesses to ABAG website.
8) Develop a “Maintain-a-Drain” campaign, similar to that of the City of Oakland, encouraging businesses and residents to keep storm drains in their neighborhood free of debris.						X			

9)	Encourage the formation of a community-based approach to wildfire education and action through local Fire Safe Councils and the <i>Fire Wise Program</i> .	X							County Fire	San Mateo County FireSafe Council
10)	Encourage businesses and laboratories handling hazardous materials or pathogens increase security to a level high enough to create a deterrent to crime and terrorism, including active implementation of “cradle-to-grave” tracking systems.						X			
11)	Encourage joint meetings of security and operations personnel at major employers to develop innovative ways for these personnel to work together to increase safety and security.						X			
12)	Inform shoreline-property owners of the possible long-term economic threat posed by rising sea levels.						X			
13)	Develop and distribute culturally appropriate materials related to disaster mitigation and preparedness, such as those on the <a href="http://www.preparenow.org">http://www.preparenow.org</a> website.						X			

## Government Mitigation Strategies

		Priority (CHECK ONLY ONE)								
	Specific Mitigation Strategy	Existing Program	Very High	High	Moderate	Under Study	Not Applicable, Not Appropriate, or Not Cost Effective	Not Yet Considered	Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments
<b>GOVT - a - Focus on Critical Facilities</b>										
1)	Assess the vulnerability of critical facilities (such as city halls, fire stations, community service centers, seaports, and airports) to damage in natural disasters and make recommendations for appropriate mitigation.	X							Public Works	
2)	Retrofit or replace critical facilities that are shown to be vulnerable to damage in natural disasters.		X						Public Works, Office of Emergency Services	County EOC and/or back-up EOC infrastructure enhancement or replacement. Future FEMA EOC Improvement Grant TBA – may assist in funding
3)	Clarify to workers in critical facilities and emergency personnel, as well as to elected officials and the public, the extent to which the facilities are expected to perform only at a life safety level (allowing for the safe evacuation of personnel) or are expected to remain functional following an earthquake.	X							Risk Management	
4)	Conduct comprehensive programs to identify and mitigate problems with facility contents, architectural components, and equipment that will prevent critical buildings from being functional after major natural disasters.						X			
5)	Encourage joint meetings of security and operations personnel at critical facilities to develop innovative ways for these personnel to work together to increase safety and security.						X			



6)	Install micro and/or surveillance cameras around critical public assets tied to web-based software, and develop a surveillance protocol to monitor these cameras.						X		Office of Emergency Services	
7)	Identify and undertake cost-effective retrofit measures on critical facilities (such as moving and redesigning air intake vents and installing blast-resistant features) when these buildings undergo major renovations.	X							Department of Public Works	Capital Improvement Program
8)	Coordinate with the State Division of Safety of Dams to ensure that cities and counties are aware of the timeline for the maintenance and inspection of dams whose failure would impact their jurisdiction.						X			
9)	As a secondary focus, assess the vulnerability of non-critical facilities to damage in natural disasters based on occupancy and structural type, make recommendations on priorities for structural improvements or occupancy reductions, and identify potential funding mechanisms.						X			
10)	Ensure that government-owned facilities are subject to the same or more stringent regulations as imposed on privately-owned development.						X			
11)	Comply with all applicable building and fire codes, as well as other regulations (such as state requirements for fault, landslide, and liquefaction investigations in particular mapped areas) when constructing or significantly remodeling government-owned facilities.	X							Planning and Building, County Fire	SM County Building Regulations, SM County Fire Code
12)	Prior to acquisition of property to be used as a critical facility, conduct a study to ensure the absence of significant hazards.						X			
<b>GOVT - b - Maintain and Enhance Local Government's Emergency Response and Recovery Capacity</b>										
1)	Establish a framework and process for pre-event planning for post-event recovery that specifies roles, priorities, and responsibilities of various departments within the local government organization, and that outlines a structure and process for policy-making involving elected officials and appointed advisory committees.	X							Office of Emergency Services	Ongoing through planning, training, and exercises with Jan 20 adoption of the County's updated Emergency Operations Plan (EOP)

2)	Prepare a basic Recovery Plan that outlines the major issues and tasks that are likely to be the key elements of community recovery, as well as integrate this planning into response planning.						X	Office of Emergency Services	
3)	Establish a goal for the resumption of local government services that may vary from function to function.	X						Office of Emergency Services	EOC Action Plan would be developed on an event by event basis to address critical issues re Governmental Business Continuity.
4)	Develop a plan for short-term and intermediate-term sheltering of impacted residents.	X						Human Services Agency	Supported by the Office of Emergency Services and American Red Cross.  MOU for mass care/sheltering has been signed with the Community College District for this impact.
5)	Periodically assess the need for new or relocated fire or police stations and other emergency facilities, changes in staffing levels, and additional or updated supplies, equipment, technologies, and in-service training classes.					X		County Fire	39448
6)	Ensure that fire and police department personnel have adequate radios, breathing apparatuses, protective gear, and other equipment to respond to a major disaster.	X						County Fire	No ordinance
7)	Develop and maintain a system of interoperable communications for first responders from cities, counties, special districts, state, and federal agencies.	X						County Fire Office of Emergency Services	
8)	Harden emergency response communications, including, for example, building redundant capacity into public safety alerting and/or answering points, replacing or hardening microwave and simulcast systems, adding digital encryption for programmable radios, and ensuring a plug-and-play capability for amateur radio.	X						Office of Emergency Services	3 additional amateur repeaters were purchased and installed for Sheriff's Communications Unit.
9)	Purchase command vehicles for use as mobile command/EOC vehicles if current vehicles are unsuitable or inadequate.	X						Office of Emergency Services	2 Mobile Communications Units were purchased and received. Grant: FY 2005 with Federal grant

10)	Maintain the local government's emergency operations center in a fully functional state of readiness.	X							Office of Emergency Services	Ongoing activity in State-owned Superior Court Jury Assembly Room. A new location for the EOC facility is being sought for relocation when CA assumes use of their building.
11)	Expand or participate in expanding traditional disaster exercises involving city and county emergency personnel to include airport and port personnel, transit and infrastructure providers, hospitals, schools, park districts, and major employers.	X							Office of Emergency Services	Coordinate, conduct and participate in exercises. Annual exercises include: Great Shakeout 2014 Golden Guardian Earthquake FSE.
12)	Maintain and update as necessary the local government's Standardized Emergency Management System Plan.	X							Office of Emergency Services	NIMS integrated in 2005 EOP. Updated EOP adopted Jan 20, 2012 also includes NIMS and changes since 2005 EOP was updated.
13)	Continue to participate not only in general mutual-aid agreements, but also in agreements with adjoining jurisdictions for cooperative response to fires, floods, earthquakes, and other disasters.	X							County Fire, Office of Emergency Services, ALS JPA	Office of Emergency Services - Agreements are in place, ongoing meetings to review, County Fire - No ordinance New agreement with Community College District for Mass Care and Sheltering at college facilities.
14)	Install an alert and warning system with outdoor sirens, coordinating them, to the extent possible, with those of neighboring jurisdictions.	X							Office of Emergency Services	8 Sirens installed 2009 in coastal communities.
15)	Conduct periodic tests of the alerting and warning system's outdoor sirens no less frequently than once per month.	X							Office of Emergency Services	Sirens are tested monthly at low volume on the first Wednesday of each month. Full volume test occurs on the first Wednesday in September for 3 minute signal – for National Tsunami Awareness Month.

16)	Regulate and enforce the location and design of street-address numbers on buildings and minimize the naming of short streets (that are actually driveways) to single homes.	X							Building	County Building Regulations
17)	Monitor weather during times of high fire risk using, for example, weather stations tied into police and fire dispatch centers.	X							County Fire Office of Emergency Services Sheriff's Office	No ordinance Offers OES Duty Officer to staff EOC as needed.  Sheriff's Office offers additional patrol units and air squadron units
18)	Establish regional protocols on how to respond to the NOAA Monterey weather forecasts, such as the identifying types of closures, limits on work that could cause ignitions, and repositioning of suppression forces. A multi-agency coordination of response also helps provide unified messages to the public about how they should respond to these periods of increased fire danger.	X							County Fire, Office of Emergency Services	Office of Emergency Services - Maintain close relationship with NOAA through meetings, agreements and annual tsunami protocol drills  2007 San Mateo County received initial designation as NOAA/National Weather Service StormReady™ and TsunamiReady™ Communities.  Jan 19 received renewal designation at the Emergency Services Council Meeting.  County Fire - No ordinance
19)	Increase local patrolling during periods of high fire weather.	X							County Fire in cooperation with CAL Fire	Sheriff's Office offers additional patrol units and air squadron units
20)	Create and maintain an automated system of rain and flood gauges that is web enabled and publicly accessible.	X							Office of Emergency Services	Upgraded
21)	Place remote sensors in strategic locations for early warning of hazmat releases or use of weapons of mass destruction.						X			
22)	Investigate the use of phone-based warning systems for selected geographic areas.	X							Office of Emergency Services	2009 contracted with FirstCall™ Telephone

										Emergency Notification System (TENS).  TENS also operates as a GIS based ENS system
23)	Review and update, as necessary, procedures pursuant to the <i>State Dam Safety Act</i> for the emergency evacuation of areas located below major water-storage facilities.						X			
24)	Develop procedures for the emergency evacuation of areas identified on tsunami evacuation maps as these maps become available.	X							Office of Emergency Services	Updated tsunami mapping has been reviewed to improve evacuation planning in coordination with use of TENS during tsunami.
25)	Develop a business continuity plan that includes back-up storage of vital records, such as essential medical records and financial information.						X			
GOVT - c - Participate in National, State, Multi-Jurisdictional and Professional Society Efforts to Identify and Mitigate Hazards										
1)	Promote information sharing among overlapping and neighboring local governments, including cities, counties, and special districts, as well as utilities.	X							Office of Emergency Services	Holds quarterly meetings of the Emergency Services Council, followed by quarterly meetings of Emergency Services Coordinators
2)	Recognize that emergency services is more than the coordination of police and fire response, for it also includes planning activities with providers of water, food, energy, transportation, financial, information, and public health services.	X							Office of Emergency Services	Ongoing all hazards for response and recovery activities
3)	Recognize that a multi-agency approach is needed to mitigate flooding by having flood control districts, cities, counties, and utilities meet at least annually to jointly discuss their a capital improvement programs for most effectively reducing the threat of storm-induced flooding.						X			
4)	As new flood-control projects are completed, request that FEMA revise its flood-insurance rate maps and digital geographic information system data to reflect flood risks as accurately as possible.						X			

5)	Participate in FEMA's National Flood Insurance Program.						X			
6)	Participate in multi-agency efforts to mitigate fire threat, such as the Hills Emergency Forum (in the east Bay), various <i>FireSafe</i> Council programs, and city-utility task forces.	X							County Fire, Fire Chiefs Association	
7)	Work with major employers and agencies that handle hazardous materials to coordinate mitigation efforts for the possible release of these materials due to a natural disaster such as an earthquake, flood, fire, or landslide.	X							County Environmental Health	
8)	Encourage staff to participate in efforts by professional organizations to mitigate earthquake and landslide disaster losses, such as the efforts of the Northern California Chapter of the Earthquake Engineering Research Institute, the East Bay-Peninsula Chapter of the International Code Council, the Structural Engineers Association of Northern California, and the American Society of Grading Officials.						X			
9)	Conduct and/or promote attendance at local or regional hazard conferences and workshops for elected officials to educate the officials on the critical need for programs in mitigating earthquake, wildfire, flood, and landslide hazards.	X							County Fire, Office of Emergency Services	Office of Emergency Services - Regular meetings and conferences scheduled. Quarterly meetings with the Emergency Services Council. Annual Disaster Preparedness Day Event, sponsored by the County Board of Supervisors, County Fire
10)	Cooperate with researchers working on government-funded projects to refine information on hazards, for example, by expediting the permit and approval process for installation of seismic arrays, gravity survey instruments, borehole drilling, fault trenching, landslide mapping, flood modeling, and/or damage data collection.	X							Office of Emergency Services	OES participates in periodic surveys i.e. Gas Pipeline Safety for First Responders and Cal-Tech San Mateo Area Tsunami Mapping/re-mapping Survey for evacuation planning

## Education Mitigation Strategies

Education Mitigation Strategies										
		Priority (CHECK ONLY ONE)								
Specific Mitigation Strategy		Existing Program	Very High	High	Moderate	Under Study	Not Applicable, Not Appropriate, or Not Cost Effective	Not Yet Considered	Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments
<b>EDUC - a - Focus on Critical Facilities</b>										
1)	Assess the vulnerability of critical education facilities to damage in natural disasters and make recommendations for appropriate mitigation.						X			
2)	Retrofit or replace critical education facilities that are shown to be vulnerable to damage in natural disasters.						X			
3)	Conduct comprehensive programs to identify and mitigate problems with facility contents, architectural components, and equipment that will prevent critical buildings from being functional after major disasters.						X			
4)	As a secondary focus, assess the vulnerability of non-critical educational facilities to damage in natural disasters based on occupancy and structural type, make recommendations on priorities for structural improvements or occupancy reductions, and identify potential funding mechanisms.						X			

<p>5) Participate in or facilitate adoption of a program to formalize arrangements with structural engineers to report to the district, assess damage, and determine if the buildings can be reoccupied. The program should be similar to San Francisco's Building Occupancy Resumption Program (BORP) that permits owners of buildings to hire qualified structural engineers to create building-specific post-disaster inspection plans and allows these engineers to become automatically deputized as inspectors for these buildings in the event of an earthquake or other disaster. Unlike the buildings of most special districts, however, these plans should be developed with the review and guidance of the Division of the State Architect because this agency has the authority and responsibility for the structural integrity of these structures.</p>							X			
<p><b>EDUC - b - Use of Educational Facilities as Emergency Shelters</b></p>										
<p>1) Work cooperatively with the American Red Cross and others to set up memoranda of understanding for use of education facilities as emergency shelters following disasters.</p>	X								Office of Emergency Services and County Human Services Agency (HSA).	MOU in place with Community College District.
<p>2) Work cooperatively to ensure that school district personnel and relevant staff understand and are trained that being designated by the American Red Cross or others as a potential emergency shelter does not mean that the school has had a hazard or structural evaluation to ensure that it can be used as a shelter following any specific disaster.</p>	X								Office of Emergency Services and HSA.	
<p>3) Work cooperatively to ensure that school district personnel understand and are trained that they are designated as disaster service workers and must remain at the school until released.</p>	X								County Office of Education, supported by the Office of Emergency Services	



EDUC - c - Use of Schools as Conduits for Information to Families About Emergencies								
1) Work on and/or support efforts by schools, local governments, and other agencies to utilize their unique ability to reach families through educational materials on hazards, mitigation, and preparedness, particularly after disasters and at the beginning of the school year. These efforts will not only make the entire community more disaster-resistant, but speed the return of schools from use as shelters to use as teaching facilities.	X						County Office of Education, supported by Office of Emergency Services	Office of Education is a member of the County's Emergency Services Council.
2) Work on and/or support joint efforts of schools and fire jurisdictions to develop plans for evacuation or sheltering in place of school children during periods of high fire danger, thereby recognizing that overloading of streets near schools by parents attempting to pick up their children during these periods can restrict access by fire personnel and equipment.	X						County Fire	
3) Offer the 20-hour basic CERT training to teachers and after-school personnel.	X						Office of Emergency Services	Provide CERT instructors, and equipment for classes countywide. Supplies limited to a maximum of 50 units per course, per CERT program, per year.
4) Offer the 20-hour basic CERT training to middle school and/or high school students as a part of the basic science or civics curriculum, as an after school club, or as a way to earn public service hours.						X		
5) Offer the 20-hour basic CERT training course through the Adult School system and/or through the Community College system.						X		
6) Develop and maintain the capacity for schools to take care of the students for the first 48 hours after a disaster, and notify parents that this capacity exists.						X		
7) Develop and distribute culturally appropriate materials related to disaster mitigation and preparedness, such as those on the <a href="http://www.preparenow.org">http://www.preparenow.org</a> website.	X						Office of Emergency Services	<a href="http://smcready.org">http://smcready.org</a> Get Ready San Mateo County available in Spanish upon request.

## Environment Mitigation Strategies

		Priority (CHECK ONLY ONE)								
	Specific Mitigation Strategy	Existing Program	Very High	High	Moderate	Under Study	Not Applicable, Not Appropriate, or Not Cost Effective	Not Yet Considered	Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments
<b>ENVI - a - Environmental Sustainability and Pollution Reduction</b>										
1)	Continue to enforce State-mandated requirements, such as the <i>California Environmental Quality Act</i> , to ensure that mitigation activities for hazards, such as vegetation clearance programs for fire threat and seismic retrofits, are conducted in a way that reduces environmental degradation such as air quality impacts, noise during construction, and loss of sensitive habitats and species, while respecting the community value of historic preservation.	X							Planning and Building, County Fire	<b>CEQA</b>
2)	Encourage regulatory agencies to work collaboratively with safety professionals to develop creative mitigation strategies that effectively balance environmental and safety needs, particularly to meet critical wildfire, flood, and earthquake safety levels.	X							Planning and Building, County Fire	
3)	Continue to enforce and/or comply with State-mandated requirements, such as the <i>California Environmental Quality Act</i> and environmental regulations to ensure that urban development is conducted in a way to minimize air pollution. For example, air pollution levels can lead to global warming, and then to drought, increased vegetation susceptibility to disease (such as pine bark beetle infestations), and associated increased fire hazard.	X							Planning and Building	State & County CEQA Guidelines
4)	Develop and implement a comprehensive program for watershed maintenance, optimizing forest health with water yield to balance water supply, flooding, fire, and erosion concerns.				X				Planning and Building	

5)	Balance the need for the smooth flow of stormwaters versus the need to maintain wildlife habitat by developing and implementing a comprehensive Streambed Vegetation Management Plan that ensures the efficacy of flood control efforts and maintains the viability of living rivers.						X		
6)	Stay informed of emerging scientific information on the subject of rising sea levels, especially on additional actions that local governments can take to mitigate this hazard.	X						Office of Emergency Services, Planning and Building Department	Monitoring information and ongoing research in this area. New General Plan policies regarding adaptation to climate change to be completed in December 2012.
7)	Monitor the science associated with global warming to be able to act promptly when data become available to warrant special design and engineering of government-owned facilities located in low-lying areas, such as wastewater treatment plants, ports, and airports.						X		
8)	Comply with applicable performance standards of any <i>National Pollutant Discharge Elimination System</i> municipal stormwater permit that seeks to manage increases in stormwater run-off flows from new development and redevelopment construction projects.	X						Planning and Building	SM County Stormwater Management Plan, MRP requirements
9)	Enforce and/or comply with the grading, erosion, and sedimentation requirements by prohibiting the discharge of concentrated stormwater flows by other than approved methods that seek to minimize associated pollution.	X						Planning and Building	SM County Stormwater Management Plan, MRP Requirements
10)	Explore ways to require that hazardous materials stored in the flood zone be elevated or otherwise protected from flood waters.	X						Environmental Health	
11)	Enforce and/or comply with the hazardous materials requirements of the State of California Certified Unified Program Agency (CUPA).	X						Environmental Health	
12)	Provide information on hazardous waste disposal and/or drop off locations.	X						Environmental Health	

13)	Develop and implement a program to control invasive and exotic species that contribute to fire and flooding hazards (such as eucalyptus, cattails, and cordgrass).	X							County Fire, Planning and Building	FireSafe Council
14)	Enforce provisions under creek protection, stormwater management, and discharge control ordinances designed to keep watercourses free of obstructions and to protect drainage facilities to conform with the Regional Water Quality Control Board's Best Management Practices.	X							Planning and Building, Public Works	SM County Stormwater Management Pla, MRP Requirements
<b>ENVI - b - Agricultural and Aquaculture Resilience</b>										
1)	Maintain a variety of crops in rural areas of the region to increase agricultural diversity and crop resiliency.	X							Agricultural Commissioner	
2)	Promote and maintain the public-private partnerships dedicated to preventing the introduction of agricultural pests into regionally-significant crops, such as the glassy-winged sharpshooter into vineyards.	X							Agricultural Commissioner	
3)	Remove septic tanks and other sources of contamination adjacent to economically-significant aquacultural and agricultural resources.						X			
4)	Encourage livestock operators to develop an early-warning system to detect animals with communicable diseases (due to natural causes or bioterrorism).	X							Agricultural Commissioner	

## Land Use Mitigation Strategies

		Priority (CHECK ONLY ONE)								
	Specific Mitigation Strategy	Existing Program	Very High	High	Moderate	Under Study	Not Applicable, Not Appropriate, or Not Cost Effective	Not Yet Considered	Responsible Agency or Department (Required if Existing Program, Very High, High, or Under Study)	Ordinance or Resolution # (if existing program), Estimated Cost and Possible Funding Agency (if high priority), Estimated Date of Completion (if study) OR Other Comments
<b>LAND - a - Earthquake Hazard Studies for New Developments</b>										
1)	Enforce and/or comply with the State-mandated requirement that site-specific geologic reports be prepared for development proposals within Alquist-Priolo Earthquake Fault Zones, and restrict the placement of structures for human occupancy. (This Act is intended to deal with the <b>specific</b> hazard of active faults that extend to the earth's surface, creating a surface rupture hazard.)	X							Planning and Building	SM County Ordinance Code, Zoning Regulations, Chapter 19.5 Geologic Hazard District and County Building Regulations
2)	Require preparation of site-specific geologic or geotechnical reports for development and redevelopment proposals in areas subject to earthquake-induced landslides or liquefaction as mandated by the State Seismic Hazard Mapping Act in selected portions of the Bay Area where these maps have been completed, and condition project approval on the incorporation of necessary mitigation measures related to site remediation, structure and foundation design, and/or avoidance.	X							Planning and Building	SM County Ordinance Code, Zoning Regulations, Chapter 19.5 Geologic Hazard District and County Building Regulations
3)	Recognizing that some faults may be a hazard for surface rupture, even though they do not meet the strict criteria imposed by the Alquist-Priolo Earthquake Fault Zoning Act, identify and require geologic reports in areas adjacent to locally-significant faults.	X							Planning and Building	CEQA

4)	Recognizing that the California Geological Survey has not completed earthquake-induced landslide and liquefaction mapping for much of the Bay Area, identify and require geologic reports in areas mapped by others as having significant liquefaction or landslide hazards.	X							Planning and Building	SM County Building Regulations
5)	Support and/or facilitate efforts by the California Geological Survey to complete the earthquake-induced landslide and liquefaction mapping for the Bay Area.						X			
6)	Require that local government reviews of geologic and engineering studies are conducted by appropriately trained and credentialed personnel.	X							Planning and Building, Public Works	
<b>LAND - b - Wildland and Structural Fires</b>										
1)	Review development proposals to ensure that they incorporate required and appropriate fire-mitigation measures, including adequate provisions for occupant evacuation and access by emergency response personnel and equipment.	X							County Fire	
2)	Develop a clear legislative and regulatory framework at both the state and local levels to manage the wildland-urban-interface consistent with <i>Fire Wise</i> and sustainable community principles.				X				County Fire	
<b>LAND - c - Flooding</b>										
1)	Establish and enforce requirements for new development so that site-specific designs and source-control techniques are used to manage peak stormwater runoff flows and impacts from increased runoff volumes.	X							Planning and Building	County Building Regulations, Storm Water Management Plan, MRP Requirements
2)	Incorporate FEMA guidelines and suggested activities into local government plans and procedures for managing flood hazards.	X							Planning and Building	County Building Regulations

3)	Provide an institutional mechanism to ensure that development proposals adjacent to floodways and in floodplains are referred to flood control districts and wastewater agencies for review and comment (consistent with the NPDES program).	X							Planning and Building	Development Review Procedures
4)	Establish and enforce regulations concerning new construction (and major improvements to existing structures) within flood zones in order to be in compliance with federal requirements and, thus, be a participant in the Community Rating System of the <i>National Flood Insurance Program</i> .	X							Planning and Building	County Building Regulations
LAND - d - Landslides and Erosion										
1)	Establish and enforce provisions (under subdivision ordinances or other means) that geotechnical and soil-hazard investigations be conducted and filed to prevent grading from creating unstable slopes, and that any necessary corrective actions be taken prior to development approval.	X							Planning and Building	Grading, Subdivision, Building and Zoning Regulations
2)	Require that local government reviews of these investigations are conducted by appropriately trained and credentialed personnel.	X							Planning and Building	Grading, Subdivision, Building and Zoning Regulations,
3)	Establish and enforce grading, erosion, and sedimentation ordinances by requiring, under certain conditions, grading permits and plans to control erosion and sedimentation prior to development approval.	X							Planning and Building	Grading, Subdivision, Building Regulations, SM County Storm Water Management Plan, MRP Requirements
4)	Establish and enforce provisions under the creek protection, storm water management, and discharge control ordinances designed to control erosion and sedimentation.	X							Planning and Building	Grading, Subdivision, Building Regulations, SM County Storm Water Management Plan, MRP Requirements
5)	Establish requirements in zoning ordinances to address hillside development constraints, especially in areas of existing landslides.	X							Planning and Building	VCounty Zoning Regulations

LAND - e - Hillside - Multi-Hazard									
1)	Establish a buffer zone between residential properties and landslide or wildfire hazard areas.						X		
2)	Discourage, add additional mitigation strategies, or prevent construction on slopes greater than a set percentage, such as 15%, due to landslide or wildfire hazard concerns.	X						Planning and Building	County Zoning Regulations
LAND - f - Smart Growth to Revitalize Urban Areas and Promote Sustainability									
1)	Prioritize retrofit of infrastructure that serves urban areas over constructing new infrastructure to serve outlying areas.						X		
2)	Work to retrofit homes in older areas to provide safe housing close to job centers.	X						Planning and Building /Housing	County Building. Regulations
3)	Work to retrofit older downtown areas to protect architectural diversity and promote disaster-resistance.						X		
4)	Protect as open space areas susceptible to extreme hazards.	X						Planning and Building	San Mateo County General Plan
5)	Provide new buffers and preserve existing buffers between development and existing users of large amounts of hazardous materials, such as major industry, due to the potential for catastrophic releases due to an earthquake or terrorism. (Flooding might also result in release or spread of these materials, however it is unlikely.)	X						Environmental Health	Hazardous Waste Management Plan Requirements



**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION APPROVING LOCAL HAZARD MITIGATION PLAN**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the Bay Area is subject to various earthquake-related hazards such as ground shaking, liquefaction, landsliding, fault surface rupture, and tsunamis; and

**WHEREAS**, the Bay Area is subject to various weather-related hazards including wildfires, floods, and landslides; and

**WHEREAS**, the Bay Area is subject to various man-made hazards including toxic spills, airplane crashes, gas pipeline explosions, and acts of terrorism; and

**WHEREAS**, the County of San Mateo recognizes that disasters do not recognize city, county, or special district boundaries; and

**WHEREAS**, the County of San Mateo seeks to maintain and enhance both a disaster-resistant County and region by reducing the potential loss of life, property damage, and environmental degradation from natural disasters, while accelerating economic recovery from those disasters; and

**WHEREAS**, the County of San Mateo is committed to increasing the disaster resistance of the infrastructure, health, housing, economy, government services, education, environment, and land use systems in the County of San Mateo, as well as in the Bay Area as a whole; and

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 requires all cities, counties, and special districts to have adopted a Local Hazard Mitigation Plan to receive disaster mitigation funding from FEMA; and

**WHEREAS**, the Association of Bay Area Governments (ABAG) has approved and adopted the ABAG report Taming Natural Disasters as the multi-jurisdictional Local Hazard Mitigation Plan for the San Francisco Bay Area.

**NOW, THEREFORE, BE IT RESOLVED** that the County of San Mateo adopts, and adapts with its local annex, this multi-jurisdictional plan as its Local Hazard Mitigation Plan.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the County of San Mateo commits to continuing to take those actions and initiating further actions, as appropriate, as identified in the County of San Mateo Annex of that multi-jurisdictional Local Hazard Mitigation Plan, by adopting the Annex, and the list of mitigation strategies included in the Annex, as an Appendix to the San Mateo County General Plan.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Planning and Building Department



**DATE:** February 27, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** 14 Day/Interested  
Party Mailing  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Jim Eggemeyer, Community Development Director  
**SUBJECT:** EXECUTIVE SUMMARY: Resolution amending the Planning and Building Department's Service Fee Schedules

**RECOMMENDATION:**

Adopt a Resolution amending the Planning and Building Department's Service Fee Schedules.

**BACKGROUND:**

The Planning and Building Department proposes to amend its service fee schedules to increase, add or adjust planning and building fees.

In October 2009, your Board adopted a resolution amending the Department's service fee schedules to add or adjust planning and building fees for services the Department had been providing at no charge to the public or that have not reflected the actual cost of providing the service. Some fees were also reduced to reflect a more accurate fee for the service provided based on staff's actual time. Subsequently, in July 2011, the Department amended its fee schedules to include a five-year information technology surcharge for all planning and building permits to provide the necessary funding for upgrading the Department's permit tracking system.

The Department has not requested any overall general fee increase since FY 2004-05. In FY 2003-04 and FY 2004-05, the Planning and Building Department substantially raised its planning and building permit fees to eliminate the General Fund contribution to the Development Review Services Program (Current Planning and Building Inspection). The Long Range Planning Services Program essentially remained funded by the General Fund.

**DISCUSSION:**

State law requires that fees not exceed the estimated reasonable cost of providing the service for which the fee is charged. Staff calculations show that the proposed fees

would equal but not exceed the cost of the service the Department provides. Government Code Section 66014 also authorizes local governments to recover from permit applicants the cost of preparing the General Plan and development regulations.

The Department proposes a general fee increase of five percent for all service fees indicated on the Current Planning and Building Inspection fee schedules (see Attachments A and B). Staff has calculated this modest fee increase to assist the Department in maintaining current service levels and Reserves for FY 2012-13. Since late 2008, when the economic conditions began to decline, the Department has spent down its Reserves by 90 percent, eliminated vacant positions, and reorganized the Department to improve efficiencies.

The Department recommends the establishment or amendment of eleven (11) service fees to cover the cost of services that historically the Current Planning Section has provided at no cost to the public or services that have not fully reflected the actual cost of providing the service. The new and amended fees for services include: review and inspection for Williamson Act compliance, Certificate of Compliance Type B – Witt/Abernathy Criteria, Lot Line Adjustments for Urban and Rural properties, Planning review for Cal-Fire Timber Harvesting Permits, Emergency Tree Removal Permits, plan review of minor modifications to approved projects, stormwater operation and maintenance agreements, and three new fees identified in the Department's Business Process Redesign.

The Department is also recommending the establishment or amendment of fourteen (14) service fees to cover the cost of services that the Building Inspection Section provides. New and amended fees for services include filing fee and flat rate permit fee, sewer line replacement permit, gas line and water heater replacement permits, stormwater inspections, housing inspections, geotechnical review fees (existing fees include one new additional service tier), permit extensions, certificate of temporary occupancy, alternate means and methods of construction requests, damage investigation and report services, change of contractor and or owner, and pre-application plan review services.

County Counsel has reviewed and approved the Resolution as to form.

The approval of the Planning and Building Department's service fee amendments contributes to the 2025 Shared Vision outcome of a Livable Community because the service fees fund the services necessary to ensure that growth occurs near transit, promotes affordable, livable connected communities and the adjustments are consistent with State law that requires fees not to exceed the estimated reasonable cost of providing services.

**FISCAL IMPACT:**

The proposed five percent general fee increase will generate an estimated \$198,000 in FY 2013, in addition to an estimated \$50,000 in new fees being introduced for various services not previously charged for or reevaluated to cost the services more accurately. The projected revenue to be generated will allow the Department to maintain its current level of service and Reserves in Fiscal Year 2013. There is no Net County Cost associated with this action.



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Planning and Building Department



**DATE:** February 27, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** 14 Day/Interested  
Party Mailing  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jim Eggemeyer, Community Development Director

**SUBJECT:** Resolution amending the Planning and Building Department's Service Fee Schedules

**RECOMMENDATION:**

Adopt a Resolution amending the Planning and Building Department's Service Fee Schedules.

**BACKGROUND:**

The Planning and Building Department proposes to amend its service fee schedules to increase, add or adjust planning and building fees. In addition, the Department proposes to modify the Current Planning Section's fee schedule to make it clearer to the public.

In October 2009, your Board adopted a resolution amending the Department's service fee schedules to add or adjust planning and building fees for services the Department had been providing at no charge to the public or that have not reflected the actual cost of providing the service. Some fees were also reduced to reflect a more accurate fee for the service provided based on staff's actual time. Subsequently, in July 2011, the Department amended its fee schedules to include a five-year information technology surcharge for all planning and building permits to provide the necessary funding for upgrading the Department's permit tracking system.

The Department has not requested any overall general fee increase since FY 2004-05. In FY 2003-04 and FY 2004-05, the Planning and Building Department substantially raised its planning and building permit fees to eliminate the General Fund contribution to the Development Review Services Program (Current Planning and Building Inspection). The Long Range Planning Services Program essentially remained funded by the General Fund. At the time, the justification for this distinction was that these services provide benefits to the general public and all residents of San Mateo County. The processing and issuance of permits, however, were considered cost recovery for services to an individual permit applicant.

## **DISCUSSION:**

### 1. Authority

County Ordinance 2193, adopted April 10, 1973, authorizes the setting of the Planning fees by resolution of the Board of Supervisors. Ordinance 2512, adopted June 13, 1978, authorizes a similar process for setting Building Inspection fees by resolution. State law requires that fees not exceed the estimated reasonable cost of providing the service for which the fee is charged. Staff calculations show that the proposed fees would equal but not exceed the cost of the service the Department provides. Government Code Section 66014 also authorizes local governments to recover from permit applicants the cost of preparing the General Plan and development regulations.

### 2. General Fee Increase

The Department proposes a general fee increase of five percent for all service fees indicated on the Current Planning and Building Inspection fee schedules (see Attachments A and B). Staff has calculated this modest fee increase to assist the Department in maintaining current service levels and Reserves for FY 2012-13. Since late 2008, when the economic conditions began to decline, the Department has spent down its Reserves by 90 percent, eliminated vacant positions, and reorganized the Department to improve efficiencies. For the past three fiscal years, staffing levels have been reduced from 55 authorized positions in FY 2009-10 to 49 authorized positions in FY 2011-12.

### 3. Current Planning Section – Proposed New and Amended Fees

The Department recommends the establishment or amendment of eleven (11) service fees to cover the cost of services that historically the Current Planning Section has provided at no cost to the public or services that have not fully reflected the actual cost of providing the service. The new and amended fees for services include: review and inspection for Williamson Act compliance, Certificate of Compliance Type B – Witt/Abernathy Criteria, Lot Line Adjustments for Urban and Rural properties, Planning review for Cal-Fire Timber Harvesting Permits, Emergency Tree Removal Permits, plan review of minor modifications to approved projects, stormwater operation and maintenance agreements, and three new fees identified in the Department's Business Process Redesign. In addition, the Department is also proposing to modify its Current Planning fee schedule in order to clarify and simplify it. A number of currently scheduled fees would either be eliminated or replaced with a note indicating the Department's services will be charged by a cost recovery method for staff time and materials.

#### a. Agricultural Preserve and Farmland Security Review and Inspection

The Department proposes a new fee for conducting a site inspection and review service to confirm ongoing agricultural operations and conformance with

local and State Williamson Act requirements. The current fee schedule identifies a number of similar review and inspection services for \$572. The Department has determined these services are similar to other existing permit services and proposes to impose the same fee in the current fee schedule for this review and inspection service. The Department is required to confirm compliance with applicable rules and regulations regarding this State and local program. This service includes a site visit, contract review to determine applicable uses, and verification and documentation of all staff activities for compliance with applicable rules and regulations. The new fee for this service will be \$601, which includes the five percent general fee increase.

b. Certificate of Compliance Type B – Witt/Abernathy Criteria Compliance

The Department's current practice is to review all legal description documents for vacant property to confirm the parcel was created by a valid land division prior to the issuance of development permits (County Zoning Regulations, Chapter 1.5). As a result of two cases from the California Court of Appeal (*Witt Home Ranch, Inc. v. County of Sonoma*, 165 Cal. App. 4<sup>th</sup> 543 (2008) and *Abernathy Valley, Inc. v. County of Sonoma*, 173 Cal. App. 4<sup>th</sup> 42 (2009)), the County must review documentary evidence of prior land divisions in considerably more detail than was previously necessary. Upon submittal of the required documentation, staff reviews and confirms all applicable information and determines which type of Certificate of Compliance (either A or B) under the Subdivision Map Act is required before the subject property can be separately developed. Typically, a Type B legalization is more complicated in order to comply with State and local subdivision requirements, and requires a staff report and public hearing. However, the current fee, \$6,796, is too high for most parcel legality confirmations. The new fee for this service would be reduced to \$3,663; the current fee for Planning permits requiring a staff report and public hearing plus the five percent general fee increase.

c. Lot Line Adjustments – Urban and Rural Parcels

The current fee schedule has two fees for lot line adjustments: one for typical lot line adjustments and another fee for lot line adjustments if the area to be transferred does not exceed five percent of the larger parcel. The second fee is rarely used, if at all. Staff has determined an improved metric is whether the parcels are located in either the urban or rural area of the County. Staff is proposing a reduced fee for urban area lot line adjustments to reflect the actual cost of services to the property owners. Urban area lot line adjustments do not require as much time as rural parcels, which tend to have more complex legal descriptions utilizing a "meets and bounds" property description. Urban area properties ordinarily have deeds that refer to numbered lots within a recorded subdivision. Under the Department's proposal, rural lot line adjustments will remain the same fee of \$2,655. Urban lot line adjustments will be reduced to \$1,300 to reflect the actual staff time more typically necessary for such applications (thirteen (13) hours at \$100 – the average planners' salaries and

overhead for application review, review and conformance with applicable zoning and building regulations, decision letter, and document recordation).

d. Timber Harvest Permit Reviews from Cal-Fire

The State of California has provided Cal-Fire with the authority to process and issue Timber Harvesting Permits in California. However, San Mateo County is provided the opportunity to review and provide comments to Cal-Fire upon referral to the Planning Department. Previous practice by the Department was to provide this service and not recover any associated staff costs from the property owner or applicant. The Department proposes, when a site visit is required, a new nominal fee of \$400 (four (4) hours at \$100) to recover the cost to visit the site and complete the necessary comments to Cal-Fire. The Department will collect this fee from the property owner, not Cal-Fire.

e. Emergency Tree Removal Permit

Currently, the Department is required to process and issue emergency permits for tree removals. These situations occur on an irregular basis and are acted on in an “over-the-counter” assistance method. The applicant must provide documentation from an arborist indicating that immediate removal is necessary to protect life and property, along with photographs of the subject tree. Upon review and confirmation from the Community Development Director, that an emergency exists, a decision letter is issued at the counter to the applicant approving the emergency removal. These types of letters are not generic, as each circumstance is different. The necessary time to review the circumstance, update the Department’s permit tracking system, and issue an approval letter requires one and one-half hours of staff’s time. The Department has calculated this service to cost \$150 (one and one half hours (1.5) at \$100/hour, the average fully loaded Planning staff member’s hourly rate).

f. Minor Modification of Approved Permit

Another service Planning staff provides at no cost is the review of a permit applicant’s request to make minor modifications to a set of plans previously approved by the Department or a decision-maker after public hearing. Once a Planning permit is approved, there are circumstances where the applicant or property owner finds it necessary to make minor modifications to a project. The Department must review the plans and other project documents to assure that the project still conforms with applicable regulations and other conditions of approval. While the modifications must be minor in nature in order not to trigger a need for renewed public hearings, even minor or technical changes to the approved plans require careful attention by staff to ensure the modifications comply with applicable laws and regulations. At present, the Department is not compensated for these types of reviews. Staff is proposing the same fee (\$400) it charges for a building plan check, as the services are similar. Staff must review the submitted plans, make a determination, confer with a



supervisor, and document the necessary activities in the Department's permit tracking system. The new fee for this service will be \$420, which includes the five percent general fee increase.

g. Appeal Fees

The Department has researched several nearby and similar counties: Marin, Sonoma and Santa Clara. The Department also looked at coastal counties outside the Bay Area that are similar to our own: Monterey and San Luis Obispo. The appeal fees in the counties we researched varied from \$600 in Marin to \$1,318 in Santa Clara, depending on the jurisdiction and type of appeal. Monterey County charges over \$5,400, a figure that includes additional fees for County Counsel, general plan update and other surcharges.

San Mateo County's current fee is \$451 plus Legal Counsel Surcharge of five percent and the Information Technology Surcharge of four percent for a total of \$491.59. The fee falls far short of the actual cost of conducting an appeal hearing – in fact, it barely covers the cost of publishing a notice of the hearing in the newspaper. For the past year, the Department has documented all the permit appeals processed by staff. This has included eight (8) appeals at a cost of more than \$38,000. In other words, while collecting only \$491.59 in appeal fees, the County has spent an average of \$4,470 per appeal. For a number of years, the Department has documented the time associated with processing appeals from lower level decision makers (i.e., Community Development Director and Zoning Hearing Officer) to the Planning Commission and/or the Board of Supervisors utilizing the ATKS time card system to quantify the Department's efforts in connection with permit appeal hearings.

Appeals to the Planning Commission and/or the Board of Supervisors can be very time consuming. However, it has been your Board's decision to keep the fee relatively low in order to allow the public the opportunity to address a higher-level decision-maker(s) on specific concerns they have regarding a project. As indicated above, appeal fees vary widely in other jurisdictions, indicating that other counties are also struggling to balance a desire to maximize public participation in land use issues with the need to ensure that users of the system pay an appropriate share of the costs the permit application system imposes on the general public. At this time, the Department proposes to raise this fee to \$1,000, which is still well below the Department's actual cost of conducting an appeal hearing.

h. Stormwater Operation and Maintenance Agreement Fee

The Department proposes a new fee to cover staff time associated with the implementation of the stormwater facility Operation and Maintenance (O&M) Verification Program (as required by NPDES Municipal Regional Permit Provision C.3.h). The Current Planning Section of the Department has performed these requirements at no cost to the applicant since the requirement

came into effect in October 2009. Required tasks include preparation, review, and execution of O&M agreements between the County and property owners for regulated stormwater treatment facilities and requires approximately three hours of staff time. The Department has calculated this service to cost \$300 (three (3) hours at \$100/hour, the average fully loaded Planning staff member's hourly rate).

i. Business Process Redesign (BPR) Planning Service Fees

The Department was recently the subject of a Business Process Redesign (BPR), in which the County's development permit application procedures were comprehensively analyzed in order to recommend streamlining of permit approvals and cost efficiencies at all stages of the process. Identified in the Department's recent BPR improvements were three (3) additional services staff will be providing in the near future in an effort to improve and streamline the permitting and reviewing process. These services include Technical Advisory Group review fee, Pre-Application Design Review conference, and Pre-Application Non-Design conference

The Technical Advisory Group (TAG review) review fee would be for an optional pre- or post-application meeting with County agencies (Current Planning, Building Inspection, Geotechnical Section, Department of Public Works, Environmental Health, and Cal-Fire) in order to review the plans. This will provide the applicant an opportunity to meet and discuss their proposal and to reduce the number of incomplete initial plan submissions – a substantial benefit to permit applicants. The Department has estimated one to two hours for this type of meeting. The collected fixed fee for this service would be \$400.

The second fee, Pre-Application Design Review conference, is currently a service required by the Zoning Regulations, but no fee is charged for the service. The Department has estimated, on average, one and one half (1.5) hours for plan review, counter assistance, and permit system documentation. The proposed fee for this service is \$150 (1.5 hours at \$100/hour).

The third fee recommended by the BPR is Pre-Application Non-Design Review conference service fee that currently is not collected. This service fee is to cover staff's time to meet with the applicant at the counter, review their application materials and the specific permit process in detail, and permit tracking system documentation. Staff has estimated, on average, one and one half (1.5) hours for this service and a proposed fee of \$150 (1.5 hours at \$100/hour). This service is identical to the Pre-Application Design Review conference indicated above.

4. Long Range Planning Services Program – Proposed General Plan Update Fee Increase

The Long Range Planning Services Program does not have any sources of revenues for any significant cost recovery. The Program, therefore, relies on support from the County's General Fund.

In October 2009, your Board approved a flat fee of \$40 for every planning application to fund the Department's General Plan Update. Simple permits were made exempt from the surcharge. The Long Range Planning Services Program continues to update the County's General Plan in a very specific way, by addressing portions of the General Plan element by element. Recently, the Department submitted an application for a General Plan targeted update to the Land Use, Circulation and Open Space/Conservation elements to the Sustainable Communities Planning Grants and Incentives Program with the State Water Resources Control Board in the amount of \$750,000. In an effort to continue to supplement the Long Range Planning Section's efforts, the Department is proposing to raise this surcharge fee from \$40 to \$50.

5. Building Inspection Section – Proposed New and Amended Fees

The Department is recommending the establishment or amendment of fourteen (14) service fees to cover the cost of services that the Building Inspection Section provides. New and amended fees for services include filing fee and flat rate permit fee, sewer line replacement permit, gas line and water heater replacement permits, stormwater inspections, housing inspections, geotechnical review fees (existing fees include one new additional service tier), permit extensions, certificate of temporary occupancy, alternate means and methods of construction requests, damage investigation and report services, change of contractor and or owner, and pre-application plan review services.

a. Filing Fee and Flat Rate Permit Fee

The Building Inspection Section recently completed a study to compare staff costs with fees collected for various projects and discovered that the Department is not collecting the required staff cost recovery amount for certain projects that have traditionally been assessed by our current filing fee of \$29 and a flat rate permit fee of \$85. As a result of this study, the Department requests that the \$29 filing fee be raised to \$40. Additionally, the Department requests that all \$85 flat rate permit fees be raised to \$100.

b. Sewer Line Replacement Permit

The current permit fee for this service is \$114. Staff has re-calculated the necessary time and cost to process this type of permit, which includes counter staff, administrative staff, building inspection travel time (on average), inspection time (sewer line inspections are normally two inspections), and vehicle

costs for a revised estimated cost of \$328. Staff is proposing a revised filing fee of \$40 and a sewer line permit fee of \$260, for a total \$300.

c. Gas Line and Water Heater Replacement Permits

The current permit fee for these services are \$114 each. Staff has re-calculated the necessary time and cost to process these types of permits, which includes counter staff, administrative staff, building inspection travel time (on average), inspection time (gas line and water heater inspections are normally one inspection, unless they fail the inspection and a re-inspection fee applies), and vehicle costs for a revised estimated cost of \$187 for each type of service (gas line or water heater) requested. Staff is proposing a revised filing fee of \$40 and a gas line or water heater permit fee of \$110, totaling \$150 each.

d. Stormwater Inspection Fee – New Construction/Major Remodels

Building Inspectors are required to conduct site inspections for all new major construction to verify approved stormwater controls are installed correctly, functioning correctly and maintained for the duration of construction as required by Section C.3 of the County's permit with Regional Water Quality Control Board. As of mid-February, Building Inspection has conducted 216 inspections on 41 project sites for compliance and maintenance. This equates to over five inspections per site with 10 weeks remaining in the rainy season (the timeframe required for compliance inspections).

The Department presently collects no fee for this mandated service. The Department has calculated one-half hour inspection time, travel time, permit tracking information update, and vehicle costs for a total expense of \$170 per site visit. Calculated at a minimum of five (5) site visits, the estimated service cost is \$850. The Department proposes a flat fee of \$700 per project site for any project that is subject to these special inspections.

If any additional inspection or re-inspection is required, the one-hour rate for special inspections of \$151 for additional stormwater-related inspections will be assessed.

e. Housing Inspection Fee

Due to changes in the Building Inspection Section's procedures for housing inspections and information provided to the customer, the Department is proposing to reduce single-family residential inspections from \$752 to \$350; duplex residential inspections from \$1,712 to \$600; and any additional units beyond two (2) at \$600 plus \$200 for each additional unit. The current fees for a triplex and fourplex are \$2,397 and \$3,091, respectively. Larger units than four are charged a flat fee of \$3,091 plus \$200 for each additional unit.

f. Geotechnical Review Fees

One additional service fee tier is proposed by staff for these services. Currently, there are two tiers; this proposal would increase the service tiers to three (3). The current tiers are \$653 and \$2,789. One additional tier would be \$250 for project review when staff has determined no site specific soils report is required to be submitted for the project. This additional tier has been calculated based on the average staff time required to complete the service provided, which includes plan review and project file documentation.

g. Permit Extension Fees

Periodically, staff is required to review permit applications to determine project status. Each individual case must be reviewed and if it is determined that a permit has expired (by time limitations), correspondence must be generated. The permit then must be tracked and monitored carefully by staff. In addition to the time spent, staff must store plans and documents over extended periods of time in order for the project to be completed. Additionally, this requires that building inspectors must work with projects under different applicable building code requirements, possibly referring to outdated code information to verify compliance with regulations in effect at the time of application. Staff has calculated, on average, approximately eight (8) hours to complete the tasks necessary to provide a permit extension for a major project and two and one-half (2.5) hours for a minor project permit extension. The proposed permit extension fees would be \$800 for major projects (new single-family residences, major remodels of 50 percent and greater valuation, and commercial projects over 3,000 sq. ft.) for a one-year extension and \$250 for all other minor projects (additions and remodels (less than 50 percent valuation), pools, retaining walls, etc.) for a one 180-day extension.

h. Certificate of Temporary Occupancy Fee

This service requires two additional field inspections by a building inspector and the applicant must meet with building counter staff on three occasions to process the necessary documents for a certificate of temporary occupancy. Staff has calculated, on average, four and one half (4.5) hours to provide an applicant a certificate of temporary occupancy. The proposed service fee would be \$450 (4.5 hours at \$100/hour).

i. Alternate Means and Methods of Construction Fee

Occasionally a project that does not strictly comply with the International Building Code may nevertheless be reviewed and approved as an "alternative means and methods of construction" that fully ensures the structure's safety by a method other than the one provided by the Code. When an applicant's plans propose to comply with Code requirements by alternative means and methods, senior staff must research the proposed methods in great detail to ensure that

the applicant's request does not endanger life or property and is in conformance with the specific intent of the building code(s). Staff has calculated senior staff costs are \$148.60/per hour and that typical requests require approximately three (3) hours, total \$446, to research the specific code, review the applicant's request, determine if the alternate means and methods comply with applicable codes, and provide documentation to the project file and permit tracking system. The proposed service fee would be \$400 per alternate submitted.

j. Damage Investigation and Report Due to Fire, Wind, Flood, Vehicle, Etc.

Building inspectors are required to make one field inspection and provide a report detailing the specific damage incurred and the means required to repair such damage(s). Staff has calculated a one-hour site visit, administrative staff assistance, building inspection travel time (on average), vehicle costs, and project documentation for an estimated cost of \$281.26. The proposed service fee would be \$200 plus \$40 filing fee.

k. Change of Contractor/Owner Fee

This service fee requires counter staff time to remove the former party from our records, to research (State Contractor's License information) and input the new party's information into our permitting system, and reprint and reproduce the permit with the updated information. Staff has calculated this service requires approximately 30 minutes of staff's time. The proposed service fee would be \$50.

l. Pre-Application Plan Review

On occasion, potential applicants, architects, designers, and contractors request staff time to review and comment on projects before they are formally submitted to the Department. As identified in the Current Planning Section's fee service schedule, the first 30 minutes are at no cost. Building Inspection is proposing the first 30 minutes for free and then a flat fee of \$150 for this service. Staff has estimated, on average, two (2) hours of plan checking review, counter assistance, documentation, and coordination. The first 30 minutes are no charge; the remaining hour and one half equates to \$150.

6. Public Notification

The Planning and Building Department posted a public notice in the Development Review Center lobby, reception area, counter areas, and posting on the Department's website, along with a summary document identifying the proposed general increase, new, and amended planning and building fees. Public notification was also published in the San Mateo Times and Half Moon Bay Review fourteen (14) days in advance of the public hearing as required by State law and mailed to interested parties.

7. Effective Date for New and Amended Fee Schedules

Section 66016, et. seq., of the California Government Code requires that all local agencies hold a public hearing to consider any proposed new fees. In addition, any action adopting a fee or charge shall be effective no sooner than 60 days following the final action. The effective date for the proposed fee schedule increases or modifications would therefore be Monday, May 14, 2012.

County Counsel has reviewed and approved the Resolution as to form.

The approval of the Planning and Building Department's service fee amendments contributes to the 2025 Shared Vision outcome of a Livable Community because the service fees fund the services necessary to ensure that growth occurs near transit, promotes affordable, livable connected communities and the adjustments are consistent with State law that requires fees not to exceed the estimated reasonable cost of providing services.

**FISCAL IMPACT:**

The proposed five percent general fee increase will generate an estimated \$198,000 in FY 2013, in addition to an estimated \$50,000 in new fees being introduced for various services not previously charged for or reevaluated to cost the services more accurately. The projected revenue to be generated will allow the Department to maintain its current level of service and Reserves in Fiscal Year 2013. There is no Net County Cost associated with this action.

**ATTACHMENTS:**

- A. Proposed Planning Service Fee Schedule
- B. Proposed Building Inspection Service Fee Schedule

County of San Mateo  
Planning and Building Department

## Planning Service Fee Schedule

*Established by Board of Supervisors Resolution Number \_\_\_\_\_ (Adopted \_\_\_\_\_)  
Effective \_\_\_\_\_*

Permit/Service Type		Fee	See Note(s)
1.	Appeal of Any Permit	1,000	N
2.	Agricultural Preserve and Farmland Security		
	a. New Contract	4,883	
	b. Non-Renewal	420	
	c. Cancellation or Amendment	4,883	P
	d. Review/Inspection	601	
3.	Archaeological/Historical Research (Sonoma State Referral)	105	
4.	Architectural Review in State Scenic Highway Corridor		
	a. Exemption	601	
	b. Any New Use	3,663	
	c. Addition to an Existing Use	1,871	
5.	Building Permit Plan Reviews		
	a. Minor Type (Counter Review Only)	0	
	b. Plan Review and One Resubmittal	420	
	c. Additional Resubmittal(s) (each)	105	
	d. Plan Revision (each)	158	
6.	Coastal Development Permit		
	a. Exemption	301	
	b. Administrative Level	1,871	
	c. Public Hearing	3,663	
	d. Biological Report Review	301	
	e. With a Lot Line Adjustment	1,871	
7.	Confined Animal Permit		
	a. Certificate of Exemption	301	
	b. Initial Permit		
	- No Hearing Required	945	
	- Hearing Required	1,890	
	c. Permit Self-Renewal (6 years)	0	
	d. Permit Review (3 years)	473	
8.	Density Analysis		
	a. PAD, RM, TPZ Districts		
	- Less Than 40 Acres	843	
	- 40 to 200 Acres	1,696	
	- 201 Acres or More	3,252	
	b. S-11, RH, S-104 Districts	473	
9.	Design Review (DR District)		
	a. Exemption (Counter Review Only)	0	
	b. Exemption (Administrative)	473	
	c. Pre-Application Design Review Meeting with Staff	150	



Permit/Service Type		Fee	See Note(s)
d.	Design Review Committee		
	– New Use	3,663	
	– Major Revision	1,575	
	– Addition to Existing Use	1,871	
<b>10.</b>	<b>Environmental Review</b>		
a.	Categorical Exemption	301	
b.	Initial Study and Negative Declaration	2,431	
c.	Environmental Impact Report		
	– Staff Processing Fee	6,072	
	– Preparation	Cost plus 10%	
d.	Mitigation Monitoring and Reporting (required by Public Resources Code Section 28781.6)	Cost plus 10%	
<b>11.</b>	<b>Exceptions</b>		
a.	Fence Height	704	
b.	Off-Street Parking	1,871	
c.	Home Improvement	2,780	
	– With Public Hearing, add	1,791	
<b>12.</b>	<b>Extension of Any Permit</b>	925	
<b>13.</b>	<b>General Plan Amendment</b>	16,326	
<b>14.</b>	<b>General Plan Conformity</b>	3,663	
<b>15.</b>	<b>Geotechnical Review</b>		D
a.	Basic Referral Fee (Review/Comments; no report)	250	
b.	Letter Report Review	653	
c.	Full Report Review	2,789	
d.	Review by Geologist (When Required)	987	
<b>16.</b>	<b>Grading Permits</b>		
a.	Exemption	601	
b.	Administrative	1,871	
c.	Public Hearing	3,663	
d.	Land Clearing (in State/County Scenic Corridor)	3,663	
e.	Land Clearing (Other)	1,871	
f.	Top Soil	3,663	
<b>17.</b>	<b>Land Division</b>		
a.	Certificate of Compliance – Type A (Administrative)	1,782	
b.	Certificate of Compliance – Type B (Public Hearing)	6,796	
c.	Certificate of Compliance – Type B (To confirm legality of lot division pursuant to Witt/Abernathy court cases)	3,663	K
d.	Lot Line Adjustment (Rural zoning)	2,788	
e.	Lot Line Adjustment (Urban zoning)	1,300	
f.	Major Subdivision		
	– First 5 Lots or Units	16,326	
	– Each Additional Lot or Unit	301	
g.	Minor Subdivision	10,890	
h.	Merger (by request of property owner)	420	
i.	Unmerger (Government Code Section 66451.30)	2,788	
<b>18.</b>	<b>Landscape Plan Review</b>	T & M	R
<b>19.</b>	<b>Large Family Day Care Facility Permits</b>	585	
	With Administrative Coastal Development Permit, add	585	
<b>20.</b>	<b>Major Development Pre-Application Procedure</b>	1,611	

	Permit/Service Type	Fee	See Note(s)
21.	Minor Modification of Approved Permit	420	
22.	Natural Resource Permits		
	Drilling Permit, Surface Mining Permit, Surface Mining Reclamation Plan, Timber Harvesting Permit (CDF referral, site visit and comments)	T & M w/Dep.	R
23.	Planned Agricultural Permit	3,663	
	Farm Labor Housing	0	
24.	Pre-Application Non-Design Review Conference with Staff	150	
25.	Public Noticing	143	Q
26.	Research		
	First 1/2 Hour	0	
	Per Hour Over 0.5 Hours	105	
27.	Resource Management District (RM, RM-CZ)		
	Minor Development Review (RMD Permit)	601	
28.	Rezoning	16,326	
29.	Specific Plan		
	BART Station Area Specific Plan (per gross square feet of development) County to obtain reimbursement in accordance with Government Code Section 65453	0.089	
30.	Second Units		
a.	Second Unit Plan Check Review	474	
b.	Parking Exception (New 2nd Unit)	1,971	
c.	Use Permit Exception	4,914	
31.	Stormwater Pollution Prevention Program		E
a.	Basic Fee for Public Works Review	258	
b.	Each Additional Service (Review/Site Inspection)	100	
c.	Operation and Maintenance (O&M) Verification Program		
	- Execution of Agreement by Planning	300	
	- Agreement Review by DPW	100	
	- Annual Report Review by DPW	100	
	- Inspection by DPW	100	
	- Inspection by Planning	105	
d.	Construction Site Inspection and Control Program		
	- Stormwater Regulated Site Review by Planning	105	
	- Erosion Control Plan Review by Planning	105	
32.	Street Name Change	T & M	R
33.	Technical Advisory Group Review with Staff	400	
34.	Text (Zoning) Amendment	16,326	
35.	Timber Harvest Permit (Cal-Fire Referral Review)	400	
36.	Timberland Preserve Zone (TPZ, TPZ-CZ)		
a.	Minor Development (TPZ) Permit	922	
b.	Other TPZ-Mandated Plan Reviews/Permits, including Timber Management Plan Review	T & M	R

Permit/Service Type		Fee	See Note(s)
<b>37.</b>	<b>Tree Permits</b>		
	a. Significant Trees		
	- Emergency Tree Removal	150	
	- Removal 1st 3 Trees	162 ea.	
	- 4th through 6th Trees	93 ea.	
	- Tree Beyond 6 <sup>th</sup>	63 ea.	
	b. Trimming (RH/DR District only)	1/2 of above	
	c. Heritage Trees		
	- Removal, per tree	451	
	- Trimming	240	
<b>38.</b>	<b>Use Permit – Standard</b>		
	a. Initial	4,883	
	b. Renewal/Amendment	3,663	
	c. Administrative Inspection	601	
	d. Farm Labor Housing	0	
	e. 4-H Projects		F
	<b>Use Permits – Special</b>		
	f. Kennel/Cattery Permit		
	- Initial	3,663	
	- Renewal/Amendment	601	
	- Inspection	601	
<b>39.</b>	<b>Variance</b>		
	a. Administrative	1,871	
	b. With Public Hearing, add	1,791	
<b>40.</b>	<b>Surcharges</b>		O
	a. General Plan Update	50	I
	b. Legal Counsel	5%	
	c. Information Technology	4%	
	d. Credit Card Processing Fee	3%	
<b>41.</b>	<b>Other Department Review Fees</b>		O
	a. County Fire Authority Review (CDF)	173	G
	- Land Division Review (First 4 Lots)	199	
	- Each Additional 4 Lots	199	
	b. Department of Public Works		J
	- Review Fee	400	
	- Each Additional Service (Review/Site Inspections)	100	

NOTES TO FEE SCHEDULE:

- A. When a violation of the Zoning Ordinance or Subdivision Ordinance (or any other ordinance or law establishing the requirements for the permits or approvals referenced in this schedule) includes or results from the failure to obtain a required permit, the fee for obtaining the permit required to correct the violation shall be double the fee amount shown, except for grading and tree cutting or trimming violation, for which the fee shall be ten times the amount shown.
- B. Notwithstanding the fee schedule listed above, total costs of all fees for permits, excluding a Variance Permit fee, and/or Certificate of Compliance to legalize a parcel, required to: (1) construct a new single-family residence or additions/remodels to same, or a second dwelling unit (new or legalized) on an existing legal parcel; or (2) establish a kennel or cattery (new or legalized) on an existing legal parcel; or (3) construct a

project or operate a use in the Princeton area, shall not exceed \$5,895 provided that all permits are applied for and processed concurrently.

- C. The Community Development Director is authorized to adjust fees in unusual circumstances when the regular fees listed above would clearly be excessive for a minor project requiring limited service. In such cases, the Community Development Director is authorized to reduce the fees to reflect actual staff costs. In other cases, when County costs for reviewing a major project will clearly exceed revenues from the regular fees, the Community Development Director is authorized to increase the fees to reflect actual staff costs. Any adjustment in fees shall be documented by the Community Development Director in writing.
- D. Basic fee covers the average County cost to review a geotechnical report (4 hours). Smaller projects which require less review time will be refunded the difference in cost, and larger projects which require more review will be charged for additional time on a case-by-case basis. Review by the County Geologist, where required, will be calculated and charged on an hourly basis.
- E. Basic fee includes one-time Public Works review of applicant's proposed Stormwater Best Management Practices, as well as two site inspections. County Public Works staff time beyond these services will be charged \$100.00 for each additional review or site inspection. County Planning staff time beyond listed services will be charged \$105.00 for each additional review or site inspection.
- F. Use Permit and related fees are waived for 4-H or similar projects authorized under Section 6500(c)13 of the Zoning Code. Written certification from the County Agricultural Extension Office is required, stating that the application involves an official 4-H project.
- G. San Mateo County Fire Authority Review fee for the following Planning permits: Agricultural Preserve Contracts, Grading and Land Clearing Permits, Fence Height Exceptions, Off-Street Parking Exceptions, Certificates of Compliance (Type B), Lot Line Adjustments, Major Development Pre-Application Projects, Street Naming, Use Permits, and Confined Animal Permits.
- H. All planning and building fees are waived for new affordable housing projects, as mandated by Board of Supervisors Resolution No. 62405.
- I. General Plan Update Surcharge applicable for all Planning Permits except Tree Removal Permits and Permit Exemptions less than \$500.
- J. Department of Public Works Review Fee includes one review of applicant's proposed project and two site inspections. County staff time beyond these services will be charged \$100.00 for each additional review or site inspection.
- K. For Certificate of Compliance (Type B) applications that are required due to the Witt/Abernathy court case, the Type B fee shall be in addition to those fees for other required applications (i.e., CDP, DR by Committee, LLA, etc.).
- L. Environmental Health fees shall not be charged for subdivisions or LLAs when the subject site is served by both a public sanitary sewer and water system. Such fees shall also not be applied when Environmental Health otherwise would have no referral input or relevance to the subject PLN case.
- M. Should the applicant for any Planning application that has been deemed Incomplete for more than one year request that application processing proceed, they shall be subject to all any updated or new application fees, unless determined otherwise by the Community Development Director.

- N. Total Appeal fees shall always include the Public Noticing fee, 4% and 5% Surcharges and GP Update surcharge fee.
- O. Surcharges, either by percentages or set fees, shall be calculated based on the subtotal amount of all Planning application permits. Departmental review fees shall then be added to that amount.
- P. Williamson Act contract amendments are required when either the owner's agricultural qualification changes or a lot line adjustment, subdivision or overlaying easement of some type is proposed. In such cases, application fees for other permits shall also apply. Cancellation of contracts is rarely a feasible option and shall always be reviewed by the Community Development Director prior to any such submittal.
- Q. Public Noticing fees shall be added to any permit application that involves or requires notification of surrounding property owners.
- R. The Community Development Director shall have the discretion to assess such fees on a Time and Materials (T & M) basis, which shall be comprised of all hourly time (down to 1/4-hour increments) incurred by all Planning and Building staff engaged with the subject application. Additionally, the Director may require that a deposit amount be paid upon application submittal, against which hourly time spent shall be tracked.

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(3/5/12)

COUNTY OF SAN MATEO  
PLANNING AND BUILDING DEPARTMENT

**BUILDING INSPECTION SERVICE FEE SCHEDULE**

*As Established by Board of Supervisors Resolution No. TBD*

*Adopted \_\_\_\_\_, 2012*

*Effective \_\_\_\_\_, 2012*

<b>A. SQUARE FOOTAGE SCHEDULE – NEW CONSTRUCTION AND ADDITIONS</b>						
Permit fee rates in dollars per square foot of applicable area. Used for new construction and additions. For alterations, repairs, interior changes, use Section B, Valuation Schedule below.						
<b>Occupancy</b>		<b>Type of Construction</b>	<b>Building Only</b>	<b>Plumbing</b>	<b>Mechanical</b>	<b>Electrical</b>
"A"	Assembly Buildings, Theaters, Stadiums, Reviewing Stands, Amusement Park Structures	I and II	1.86	.42	.42	.43
		IIN to V-IHR	1.74	.38	.42	.42
		VN	1.44	.38	.33	.42
"B & S & M"	Gas Stations, Storage Garages, Open Garages, Wholesale/Retail Stores, Churches, Office Buildings, Bars/Restaurants, Printing Plants, Police, Fire Stations, Factories, Workshops, Storage, Sales, Paint Stores, Ice Plants, Power Plants, Pumping Plants, Cold Storage, Creameries	I and II	1.77	.50	.42	.43
		IIN to V-IHR	1.78	.38	.42	.42
		VN	1.44	.38	.50	.50
"E"	Educational Buildings, Day Care (more than 6 children--less than 6 use "R")	I and II	2.25	.42	.43	.47
		IIN to V-IHR	2.02	.42	.42	.43
		VN	1.86	.39	.38	.47
"H"	Storage (Hazardous, Explosive, Highly Flammable, Class I, II, III Liquids), Dry Cleaning Plants, Paint Shops, Spray Painting Rooms, Woodworking/Planing Mills, Box Factories, Buffing and Tire Plants, Shop Factories, Warehouse (loose combustible fibers or dust is manufactured), Refinishing Rooms, Repair Garages, Educational Purposes, Vocational Shops, Laboratories (1-Hour Separated)	I and II	2.25	.42	.43	.47
		IIN to V-IHR	2.02	.42	.42	.43
		VN	1.86	.42	.38	.47

Occupancy		Type of Construction	Building Only	Plumbing	Mechanical	Electrical
"I"	Hospitals, Sanitariums, Nursing Homes (non-ambulatory patients--more than 5 persons), Nursing Homes (ambulatory patients), Homes for Children (6 years and over--more than 5 persons), Mental Hospitals, Mental Sanitariums, Jails, Prisons/ Reformatories	I and II IIN to V-IHR VN	2.25	.42	.43	.49
			2.02	.42	.42	.43
			1.86	.42	.38	.49
"U"	Private Garages/Carports, Patio Covers, Greenhouses, Water Tanks, Storage Sheds, Corrals, Barns, Towers, Fences Over 6 Feet High	I and II IIN to V-IHR VN	1.28	.39	.38	.38
			1.01	.33	.38	.40
			.84	.33	.33	.38
"R"	Hotels, Apartment Houses, Dwellings, Duplexes, Lodging Houses, Motels	I and II IIN to V-IHR VN	1.86	.42	.42	.43
			1.74	.38	.40	.40
			1.51	.38	.40	.40
	Swimming Pools (including utilities)		1.20			
	Decks		.58			

**B. VALUATION SCHEDULE – ALTERATIONS, REPAIRS, INTERIOR CHANGES AND COMMERCIAL GREENHOUSES**

Permit fee rates based on project valuation. Used for alterations, repairs, and interior changes. For new construction and additions, use Section A, Square Footage Schedule, above.

Minimum Fee (includes first \$799 of valuation):

\$100.00

**\$800 – \$1,999:**

Valuation At Or Above \$	Permit Fee \$	Valuation At Or Above \$	Permit Fee \$
800	105	1,400	180
900	116	1,500	190
1,000	127	1,600	206
1,100	135	1,700	214
1,200	151	1,800	221
1,300	170	1,900	236

**\$2,000 – \$100,000:**

Valuation At Or Above \$	Permit Fee \$	Valuation At Or Above (In \$1,000) \$	Permit Fee \$	Valuation At Or Above (In \$1,000) \$	Permit Fee \$	Valuation At Or Above (In \$1,000) \$	Permit Fee \$
		26	1,398	51	2,317	76	2,898
2,000	249	27	1,430	52	2,332	77	2,923
3,000	288	28	1,472	53	2,348	78	2,955
4,000	334	29	1,506	54	2,366	79	2,970
5,000	388	30	1,541	55	2,382	80	2,995
6,000	441	31	1,577	56	2,413	81	3,018
7,000	491	32	1,615	57	2,444	82	3,048
8,000	516	33	1,651	58	2,462	83	3,068
9,000	588	34	1,684	59	2,487	84	3,094
10,000	629	35	1,727	60	2,517	85	3,109
11,000	681	36	1,757	61	2,536	86	3,148
12,000	729	37	1,795	62	2,557	87	3,165
13,000	775	38	1,831	63	2,584	88	3,191
14,000	829	39	1,874	64	2,610	89	3,209
15,000	879	40	1,905	65	2,629	90	3,245
16,000	926	41	1,944	66	2,658	91	3,268
17,000	972	42	1,976	67	2,683	92	3,288
18,000	1,025	43	2,017	68	2,704	93	3,306
19,000	1,060	44	2,049	69	2,726	94	3,344
20,000	1,120	45	2,086	70	2,756	95	3,359
21,000	1,162	46	2,123	71	2,777	96	3,381
22,000	1,216	47	2,133	72	2,802	97	3,405
23,000	1,262	48	2,191	73	2,827	98	3,443
24,000	1,310	49	2,231	74	2,855	99	3,459
25,000	1,359	50	2,265	75	2,874	100	3,589

**\$100,000 to \$499,000:** \$3,589 for the first \$100,000 plus \$18.71 for each additional \$1,000 or fraction thereof and including \$499,000.

**\$500,000 and Up:** \$11,073 for the first \$500,000 plus \$18.71 for each additional \$1,000 or fraction thereof.



		<b>FEES</b>
<b>C. ADDITIONAL PROVISIONS</b>		
1.	Application filing fee (see Section E also) applies to each filing of a permit application, whether for one or several permits, and is applied in addition to permit or plan checking fees:	\$40.00
2.	Minimum permit fee for building permits and other permits unless otherwise indicated in miscellaneous fees:	\$100.00
3.	Plan checking fees:	65% of permit fees
	Minimum plan checking fee:	\$200.00
	Minimum EZ plan checking fee:	\$100.00
4.	PENALTY FOR BUILDING WITHOUT A PERMIT:	<i>Ten (10) times the permit fee to a maximum of \$3,000 plus the permit fee. Each permit is charged 10 times the fee plus permit fee (i.e., building, electrical, plumbing, heating).</i>
	The minimum fee required when a Stop Work Notice has been issued is:	\$150.00
5.	All permits required to complete a project shall be issued under a single permit.	
6.	Permits shall expire by time limitation as set forth in the County Ordinance Code.	
<b>D. HOUSING INSPECTION SCHEDULE</b>		
	Single-Family Residence	\$350.00
	Duplex	\$600.00
	Each Additional Unit	\$200.00
<b>E. MISCELLANEOUS FEE SCHEDULE</b>		
<b>ELECTRICAL</b>		
1.	For the installation, alteration or replacement of each electrical circuit (includes all necessary outlets, switches, receptacles and lighting fixtures):	
	First four circuits	\$100.00
	Each additional	\$25.00 per circuit
2.	For the installation, alteration, relocation or repair of each electrical service including one meter:	
	First 300 ampere capacity	\$120.00
	Above 300 ampere capacity	\$265.00
	Each additional meter	\$10.00

		<b>FEES</b>
3.	For the installation, relocation, or replacement of each motor (not an integral part of an electrical appliance, fan, heating appliance, or cooling appliance), generator, heater, electrical furnace, welding machine, transformer and rectifier (includes all necessary circuits, outlets, fixtures, switches and controls):	\$100.00
4.	For the installation, relocation, or replacement of each fixed or stationary electrical appliance (includes all necessary circuit outlets, switches, receptacles and fixtures):	\$100.00
5.	For each electrical appliance which requires plumbing installation such as garbage disposals, dishwashers (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping):	\$100.00
6.	For the installation, relocation or replacement of Photovoltaic Solar Panels:	\$360.00
7.	For the installation, relocation or replacement of Electric Vehicle Chargers:	\$100.00
8.	For the installation, relocation, replacement or repair of an electrical outlet, receptacle, switch or fixture on existing circuits:	\$2.50 each
<b>PLUMBING</b>		
9.	For the <u>repair/replacement</u> of each:	
	Drainage or vent piping system	\$100.00
	Gas piping system	\$110.00
	Refrigerant piping system	\$100.00
	Ventilating duct system	\$100.00
	Water heater	\$110.00
	Sewer line	\$260.00
	Fire sprinkler system	\$265.00
10.	For each installation or alteration of each <u>water piping system, duct system, or refrigerant piping system</u> , or portion thereof, where fixtures or appliances are not installed:	\$100.00
11.	For each lawn sprinkler or irrigation sprinkling system on central valve:	\$100.00
12.	For the installation, relocation, or replacement of each plumbing fixture or trap (includes all necessary water, drainage and vent piping):	\$100.00
13.	For the installation, relocation or replacement of Solar Hot Water Systems:	\$150.00

		<b>FEES</b>
<b>MECHANICAL</b>		
14.	For the installation, relocation, or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping, vents and water piping):	\$170.00
15.	For the installation, relocation, or replacement of each heating, cooling or refrigeration appliance not connected to a duct system (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping and vents):	\$100.00
16.	For the installation, relocation, or replacement of each boiler (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping and vents):	\$235.00
17.	For the installation, relocation, or replacement of other fuel burning appliances not listed in this schedule (includes all necessary gas piping and vents, electrical circuits, outlets, switches, receptacles and fixtures):	\$170.00
18.	For the installation, relocation or replacement of fans or air handling units connected to a duct system (includes all necessary electrical circuits, outlets, switches, receptacles and fixtures):	\$215.00
19.	For the installation, relocation or replacement of each heating or cooling coils or element in a duct system (includes all necessary electrical circuits, outlets, switches, receptacles, fixtures and piping for the heating or cooling media):	\$145.00
20.	For the installation, relocation, repair, or replacement of each radiant heating panel, radiator or convector (includes all necessary piping):	
	1 to 3	\$100.00
	Each additional	\$12.00
21.	For the installation, relocation, or replacement of each commercial range hood and/or exhaust duct (includes all necessary duct work, electrical circuits, outlets, switches, receptacles and fixtures):	\$210.00
22.	For the installation or replacement of each masonry or concrete chimney:	\$210.00
23.	For the installation, relocation or replacement of each factory-built fireplace (includes vent but not a masonry or concrete chimney):	\$135.00
24.	For the installation, relocation, or replacement of a fire alarm system (does not apply to individual detectors not part of a system):	
	1 to 3 detectors	\$210.00
	Over 3 detectors	\$295.00
25.	For the installation of an individual fire alarm detector system (including smoke detector(s)):	
	1 to 3 detectors	\$100.00
	Each additional detector	\$25.00

		<b>FEES</b>
<b>OTHER</b>		
26.	Permit Application Filing Fee:	\$40.00
27.	Appeal to Board of Building Permit Appeals:	\$565.00
28.	Reroofing Permit (per 1,000 sq. ft. or fraction thereof):	\$100.00
29.	Stucco and Siding Permits:	\$300.00
	Replacement windows/doors:	
	1 to 5	\$300.00
	6 to 11	\$400.00
	12 up	\$500.00
30.	Demolition Permit:	
	Minor	\$100.00
	Major	\$280.00
31.	Special Inspection Charge Applies to:	\$151.00
	Pre-Application Site Inspections	
	Occupancy Change Inspections	
	House Moving Inspections	
	Reinspections	
	One-Hour Inspection Rate	
32.	Energy Code Compliance Plan Check and Inspection:	\$150.00
33.	Geotechnical Section Plan Review:	
	No Report Submitted/Required	\$250.00
	Letter Report Submitted/Required	\$653.00
	Standard Report Submitted/Required	\$2,789.00
	Review by Geologist (basic fee): (see Note # 1, below)	\$987.00
34.	FEMA Special Hazards Zone Plan Check Fee:	\$205.00
35.	Plan Revisions:	
	Minimum Plan Check Fee	\$200.00
	Minimum EZ Plan Check Fee	\$100.00
36.	Property Addressing Service (applies to each assignment or change of each street address):	
	Minimum Fee (non-refundable)	\$50.00
	Staff Labor	\$102.00/hour
37.	Microfilming (processing plans):	\$5.25/sheet

		<b>FEES</b>
38.	Research (for general public/site):	
	Minimum Fee (non-refundable)	\$60.00
	Microfiche/Photocopy	\$0.25/sheet
	Staff Labor	\$102.00/hour
39.	Credit Card Processing Fee:	3%
40.	Legal Counsel Surcharge:	5%
41.	Building Permit Extension for:	
	New SFD, 50% addition/remodel, Commercial over 3,000 sq. ft. for one (1) year maximum	\$800.00
	All other permits for 180 days maximum	\$250.00
42.	Certificate of Temporary Occupancy:	\$450.00
43.	Change of Contractor/Owner:	\$50.00
44.	Damage investigation and report due to fire, wind, flood, vehicle, etc.:	\$200.00
45.	Pre-submittal (draft) plan review (see Note # 2, below):	\$150.00/hour
46.	Alternate Means and Methods of Construction:	\$400.00/alternate submitted
47.	Mandatory Stormwater Regulated Sites:	
	Site inspection fee per project	\$700.00
	Additional site inspection or reinspection fee	\$151.00
48.	Department of Public Works Stormwater Pollution Prevention Review Fee:	\$258.00
	(Basic fee includes one-time Public Works review of applicant's proposed stormwater best management practices, as well as two (2) site inspections. County staff time beyond these services will be charged \$100.00 for each additional service.)	
	Additional Reviews or Site Inspections:	\$100.00 each
49.	Department of Public Works Plan Review Fee:	\$400.00
	(Basic fee includes one-time Public Works review of applicant's proposed project as well as two (2) site inspections. County staff time beyond these services will be charged \$100.00 for each additional service.)	
	Additional Reviews or Site Inspections:	\$100.00 each

Notes:

1. Basic fee covers the average County cost to review a geotechnical report (4 hours). Smaller projects which require less review time will be refunded the difference in cost, and larger projects which require more review will be charged for additional time on a case-by-case basis.
2. First 1/2 hour of staff time is at no charge to applicant.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AMENDING THE  
PLANNING AND BUILDING DEPARTMENT'S SERVICE FEE SCHEDULES**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that:

**WHEREAS**, County Ordinance No. 2193, adopted April 10, 1973, authorizes the setting of fees for Planning permits and services by resolution; and

**WHEREAS**, County Ordinance No. 2512, adopted June 13, 1978, authorizes the setting of fees for Building Inspection permits and services by resolution; and

**WHEREAS**, this Board has reviewed the fees shown in Attachments A and B, incorporated herein by reference, as well as the basis of their calculation and the justification for them as set forth in the staff report presented in this matter.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors hereby finds that the Planning Service Fee Schedule and Building Inspection Service Fee Schedule as shown in Attachments A and B to this Resolution reflect fees that are reasonably calculated and otherwise in full compliance with all requirements for the imposition of service fees under State law, and amends the County's Planning Service Fee and Building Inspection Service Fee Schedules to

conform to Attachments A and B hereto, and directs the Community Development Director or designee to collect the fees shown thereon at the time of application for the listed permits or services and to deposit them in the County treasury, effective May 14, 2012.

\* \* \* \* \*

County of San Mateo  
Planning and Building Department

## Planning Service Fee Schedule

*Established by Board of Supervisors Resolution Number \_\_\_\_\_ (Adopted \_\_\_\_\_)  
Effective \_\_\_\_\_*

Permit/Service Type		Fee	See Note(s)
1.	Appeal of Any Permit	1,000	N
2.	Agricultural Preserve and Farmland Security		
	a. New Contract	4,883	
	b. Non-Renewal	420	
	c. Cancellation or Amendment	4,883	P
	d. Review/Inspection	601	
3.	Archaeological/Historical Research (Sonoma State Referral)	105	
4.	Architectural Review in State Scenic Highway Corridor		
	a. Exemption	601	
	b. Any New Use	3,663	
	c. Addition to an Existing Use	1,871	
5.	Building Permit Plan Reviews		
	a. Minor Type (Counter Review Only)	0	
	b. Plan Review and One Resubmittal	420	
	c. Additional Resubmittal(s) (each)	105	
	d. Plan Revision (each)	158	
6.	Coastal Development Permit		
	a. Exemption	301	
	b. Administrative Level	1,871	
	c. Public Hearing	3,663	
	d. Biological Report Review	301	
	e. With a Lot Line Adjustment	1,871	
7.	Confined Animal Permit		
	a. Certificate of Exemption	301	
	b. Initial Permit		
	- No Hearing Required	945	
	- Hearing Required	1,890	
	c. Permit Self-Renewal (6 years)	0	
	d. Permit Review (3 years)	473	
8.	Density Analysis		
	a. PAD, RM, TPZ Districts		
	- Less Than 40 Acres	843	
	- 40 to 200 Acres	1,696	
	- 201 Acres or More	3,252	
	b. S-11, RH, S-104 Districts	473	
9.	Design Review (DR District)		
	a. Exemption (Counter Review Only)	0	
	b. Exemption (Administrative)	473	
	c. Pre-Application Design Review Meeting with Staff	150	



Permit/Service Type		Fee	See Note(s)
d.	Design Review Committee		
	– New Use	3,663	
	– Major Revision	1,575	
	– Addition to Existing Use	1,871	
<b>10.</b>	<b>Environmental Review</b>		
a.	Categorical Exemption	301	
b.	Initial Study and Negative Declaration	2,431	
c.	Environmental Impact Report		
	– Staff Processing Fee	6,072	
	– Preparation	Cost plus 10%	
d.	Mitigation Monitoring and Reporting (required by Public Resources Code Section 28781.6)	Cost plus 10%	
<b>11.</b>	<b>Exceptions</b>		
a.	Fence Height	704	
b.	Off-Street Parking	1,871	
c.	Home Improvement	2,780	
	– With Public Hearing, add	1,791	
<b>12.</b>	<b>Extension of Any Permit</b>	925	
<b>13.</b>	<b>General Plan Amendment</b>	16,326	
<b>14.</b>	<b>General Plan Conformity</b>	3,663	
<b>15.</b>	<b>Geotechnical Review</b>		D
a.	Basic Referral Fee (Review/Comments; no report)	250	
b.	Letter Report Review	653	
c.	Full Report Review	2,789	
d.	Review by Geologist (When Required)	987	
<b>16.</b>	<b>Grading Permits</b>		
a.	Exemption	601	
b.	Administrative	1,871	
c.	Public Hearing	3,663	
d.	Land Clearing (in State/County Scenic Corridor)	3,663	
e.	Land Clearing (Other)	1,871	
f.	Top Soil	3,663	
<b>17.</b>	<b>Land Division</b>		
a.	Certificate of Compliance – Type A (Administrative)	1,782	
b.	Certificate of Compliance – Type B (Public Hearing)	6,796	
c.	Certificate of Compliance – Type B (To confirm legality of lot division pursuant to Witt/Abernathy court cases)	3,663	K
d.	Lot Line Adjustment (Rural zoning)	2,788	
e.	Lot Line Adjustment (Urban zoning)	1,300	
f.	Major Subdivision		
	– First 5 Lots or Units	16,326	
	– Each Additional Lot or Unit	301	
g.	Minor Subdivision	10,890	
h.	Merger (by request of property owner)	420	
i.	Unmerger (Government Code Section 66451.30)	2,788	
<b>18.</b>	<b>Landscape Plan Review</b>	T & M	R
<b>19.</b>	<b>Large Family Day Care Facility Permits</b>	585	
	With Administrative Coastal Development Permit, add	585	
<b>20.</b>	<b>Major Development Pre-Application Procedure</b>	1,611	

	Permit/Service Type	Fee	See Note(s)
21.	Minor Modification of Approved Permit	420	
22.	Natural Resource Permits		
	Drilling Permit, Surface Mining Permit, Surface Mining Reclamation Plan, Timber Harvesting Permit (CDF referral, site visit and comments)	T & M w/Dep.	R
23.	Planned Agricultural Permit	3,663	
	Farm Labor Housing	0	
24.	Pre-Application Non-Design Review Conference with Staff	150	
25.	Public Noticing	143	Q
26.	Research		
	First 1/2 Hour	0	
	Per Hour Over 0.5 Hours	105	
27.	Resource Management District (RM, RM-CZ)		
	Minor Development Review (RMD Permit)	601	
28.	Rezoning	16,326	
29.	Specific Plan		
	BART Station Area Specific Plan (per gross square feet of development) County to obtain reimbursement in accordance with Government Code Section 65453	0.089	
30.	Second Units		
a.	Second Unit Plan Check Review	474	
b.	Parking Exception (New 2nd Unit)	1,971	
c.	Use Permit Exception	4,914	
31.	Stormwater Pollution Prevention Program		E
a.	Basic Fee for Public Works Review	258	
b.	Each Additional Service (Review/Site Inspection)	100	
c.	Operation and Maintenance (O&M) Verification Program		
	- Execution of Agreement by Planning	300	
	- Agreement Review by DPW	100	
	- Annual Report Review by DPW	100	
	- Inspection by DPW	100	
	- Inspection by Planning	105	
d.	Construction Site Inspection and Control Program		
	- Stormwater Regulated Site Review by Planning	105	
	- Erosion Control Plan Review by Planning	105	
32.	Street Name Change	T & M	R
33.	Technical Advisory Group Review with Staff	400	
34.	Text (Zoning) Amendment	16,326	
35.	Timber Harvest Permit (Cal-Fire Referral Review)	400	
36.	Timberland Preserve Zone (TPZ, TPZ-CZ)		
a.	Minor Development (TPZ) Permit	922	
b.	Other TPZ-Mandated Plan Reviews/Permits, including Timber Management Plan Review	T & M	R

Permit/Service Type		Fee	See Note(s)
<b>37.</b>	<b>Tree Permits</b>		
	a. Significant Trees		
	- Emergency Tree Removal	150	
	- Removal 1st 3 Trees	162 ea.	
	- 4th through 6th Trees	93 ea.	
	- Tree Beyond 6 <sup>th</sup>	63 ea.	
	b. Trimming (RH/DR District only)	1/2 of above	
	c. Heritage Trees		
	- Removal, per tree	451	
	- Trimming	240	
<b>38.</b>	<b>Use Permit – Standard</b>		
	a. Initial	4,883	
	b. Renewal/Amendment	3,663	
	c. Administrative Inspection	601	
	d. Farm Labor Housing	0	
	e. 4-H Projects		F
	<b>Use Permits – Special</b>		
	f. Kennel/Cattery Permit		
	- Initial	3,663	
	- Renewal/Amendment	601	
	- Inspection	601	
<b>39.</b>	<b>Variance</b>		
	a. Administrative	1,871	
	b. With Public Hearing, add	1,791	
<b>40.</b>	<b>Surcharges</b>		O
	a. General Plan Update	50	I
	b. Legal Counsel	5%	
	c. Information Technology	4%	
	d. Credit Card Processing Fee	3%	
<b>41.</b>	<b>Other Department Review Fees</b>		O
	a. County Fire Authority Review (CDF)	173	G
	- Land Division Review (First 4 Lots)	199	
	- Each Additional 4 Lots	199	
	b. Department of Public Works		J
	- Review Fee	400	
	- Each Additional Service (Review/Site Inspections)	100	

NOTES TO FEE SCHEDULE:

- A. When a violation of the Zoning Ordinance or Subdivision Ordinance (or any other ordinance or law establishing the requirements for the permits or approvals referenced in this schedule) includes or results from the failure to obtain a required permit, the fee for obtaining the permit required to correct the violation shall be double the fee amount shown, except for grading and tree cutting or trimming violation, for which the fee shall be ten times the amount shown.
- B. Notwithstanding the fee schedule listed above, total costs of all fees for permits, excluding a Variance Permit fee, and/or Certificate of Compliance to legalize a parcel, required to: (1) construct a new single-family residence or additions/remodels to same, or a second dwelling unit (new or legalized) on an existing legal parcel; or (2) establish a kennel or cattery (new or legalized) on an existing legal parcel; or (3) construct a

project or operate a use in the Princeton area, shall not exceed \$5,895 provided that all permits are applied for and processed concurrently.

- C. The Community Development Director is authorized to adjust fees in unusual circumstances when the regular fees listed above would clearly be excessive for a minor project requiring limited service. In such cases, the Community Development Director is authorized to reduce the fees to reflect actual staff costs. In other cases, when County costs for reviewing a major project will clearly exceed revenues from the regular fees, the Community Development Director is authorized to increase the fees to reflect actual staff costs. Any adjustment in fees shall be documented by the Community Development Director in writing.
- D. Basic fee covers the average County cost to review a geotechnical report (4 hours). Smaller projects which require less review time will be refunded the difference in cost, and larger projects which require more review will be charged for additional time on a case-by-case basis. Review by the County Geologist, where required, will be calculated and charged on an hourly basis.
- E. Basic fee includes one-time Public Works review of applicant's proposed Stormwater Best Management Practices, as well as two site inspections. County Public Works staff time beyond these services will be charged \$100.00 for each additional review or site inspection. County Planning staff time beyond listed services will be charged \$105.00 for each additional review or site inspection.
- F. Use Permit and related fees are waived for 4-H or similar projects authorized under Section 6500(c)13 of the Zoning Code. Written certification from the County Agricultural Extension Office is required, stating that the application involves an official 4-H project.
- G. San Mateo County Fire Authority Review fee for the following Planning permits: Agricultural Preserve Contracts, Grading and Land Clearing Permits, Fence Height Exceptions, Off-Street Parking Exceptions, Certificates of Compliance (Type B), Lot Line Adjustments, Major Development Pre-Application Projects, Street Naming, Use Permits, and Confined Animal Permits.
- H. All planning and building fees are waived for new affordable housing projects, as mandated by Board of Supervisors Resolution No. 62405.
- I. General Plan Update Surcharge applicable for all Planning Permits except Tree Removal Permits and Permit Exemptions less than \$500.
- J. Department of Public Works Review Fee includes one review of applicant's proposed project and two site inspections. County staff time beyond these services will be charged \$100.00 for each additional review or site inspection.
- K. For Certificate of Compliance (Type B) applications that are required due to the Witt/Abernathy court case, the Type B fee shall be in addition to those fees for other required applications (i.e., CDP, DR by Committee, LLA, etc.).
- L. Environmental Health fees shall not be charged for subdivisions or LLAs when the subject site is served by both a public sanitary sewer and water system. Such fees shall also not be applied when Environmental Health otherwise would have no referral input or relevance to the subject PLN case.
- M. Should the applicant for any Planning application that has been deemed Incomplete for more than one year request that application processing proceed, they shall be subject to all any updated or new application fees, unless determined otherwise by the Community Development Director.

- N. Total Appeal fees shall always include the Public Noticing fee, 4% and 5% Surcharges and GP Update surcharge fee.
- O. Surcharges, either by percentages or set fees, shall be calculated based on the subtotal amount of all Planning application permits. Departmental review fees shall then be added to that amount.
- P. Williamson Act contract amendments are required when either the owner's agricultural qualification changes or a lot line adjustment, subdivision or overlaying easement of some type is proposed. In such cases, application fees for other permits shall also apply. Cancellation of contracts is rarely a feasible option and shall always be reviewed by the Community Development Director prior to any such submittal.
- Q. Public Noticing fees shall be added to any permit application that involves or requires notification of surrounding property owners.
- R. The Community Development Director shall have the discretion to assess such fees on a Time and Materials (T & M) basis, which shall be comprised of all hourly time (down to 1/4-hour increments) incurred by all Planning and Building staff engaged with the subject application. Additionally, the Director may require that a deposit amount be paid upon application submittal, against which hourly time spent shall be tracked.

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(3/5/12)

COUNTY OF SAN MATEO  
PLANNING AND BUILDING DEPARTMENT

**BUILDING INSPECTION SERVICE FEE SCHEDULE**

*As Established by Board of Supervisors Resolution No. TBD*

*Adopted \_\_\_\_\_, 2012*

*Effective \_\_\_\_\_, 2012*

<b>A. SQUARE FOOTAGE SCHEDULE – NEW CONSTRUCTION AND ADDITIONS</b>						
Permit fee rates in dollars per square foot of applicable area. Used for new construction and additions. For alterations, repairs, interior changes, use Section B, Valuation Schedule below.						
<b>Occupancy</b>		<b>Type of Construction</b>	<b>Building Only</b>	<b>Plumbing</b>	<b>Mechanical</b>	<b>Electrical</b>
"A"	Assembly Buildings, Theaters, Stadiums, Reviewing Stands, Amusement Park Structures	I and II	1.86	.42	.42	.43
		IIN to V-IHR	1.74	.38	.42	.42
		VN	1.44	.38	.33	.42
"B & S & M"	Gas Stations, Storage Garages, Open Garages, Wholesale/Retail Stores, Churches, Office Buildings, Bars/Restaurants, Printing Plants, Police, Fire Stations, Factories, Workshops, Storage, Sales, Paint Stores, Ice Plants, Power Plants, Pumping Plants, Cold Storage, Creameries	I and II	1.77	.50	.42	.43
		IIN to V-IHR	1.78	.38	.42	.42
		VN	1.44	.38	.50	.50
"E"	Educational Buildings, Day Care (more than 6 children--less than 6 use "R")	I and II	2.25	.42	.43	.47
		IIN to V-IHR	2.02	.42	.42	.43
		VN	1.86	.39	.38	.47
"H"	Storage (Hazardous, Explosive, Highly Flammable, Class I, II, III Liquids), Dry Cleaning Plants, Paint Shops, Spray Painting Rooms, Woodworking/Planing Mills, Box Factories, Buffing and Tire Plants, Shop Factories, Warehouse (loose combustible fibers or dust is manufactured), Refinishing Rooms, Repair Garages, Educational Purposes, Vocational Shops, Laboratories (1-Hour Separated)	I and II	2.25	.42	.43	.47
		IIN to V-IHR	2.02	.42	.42	.43
		VN	1.86	.42	.38	.47

Occupancy		Type of Construction	Building Only	Plumbing	Mechanical	Electrical
"I"	Hospitals, Sanitariums, Nursing Homes (non-ambulatory patients--more than 5 persons), Nursing Homes (ambulatory patients), Homes for Children (6 years and over--more than 5 persons), Mental Hospitals, Mental Sanitariums, Jails, Prisons/ Reformatories	I and II	2.25	.42	.43	.49
		IIN to V-IHR	2.02	.42	.42	.43
		VN	1.86	.42	.38	.49
"U"	Private Garages/Carports, Patio Covers, Greenhouses, Water Tanks, Storage Sheds, Corrals, Barns, Towers, Fences Over 6 Feet High	I and II	1.28	.39	.38	.38
		IIN to V-IHR	1.01	.33	.38	.40
		VN	.84	.33	.33	.38
"R"	Hotels, Apartment Houses, Dwellings, Duplexes, Lodging Houses, Motels	I and II	1.86	.42	.42	.43
		IIN to V-IHR	1.74	.38	.40	.40
		VN	1.51	.38	.40	.40
	Swimming Pools (including utilities)		1.20			
	Decks		.58			

**B. VALUATION SCHEDULE – ALTERATIONS, REPAIRS, INTERIOR CHANGES AND COMMERCIAL GREENHOUSES**

Permit fee rates based on project valuation. Used for alterations, repairs, and interior changes. For new construction and additions, use Section A, Square Footage Schedule, above.

Minimum Fee (includes first \$799 of valuation):

\$100.00

**\$800 – \$1,999:**

Valuation At Or Above \$	Permit Fee \$	Valuation At Or Above \$	Permit Fee \$
800	105	1,400	180
900	116	1,500	190
1,000	127	1,600	206
1,100	135	1,700	214
1,200	151	1,800	221
1,300	170	1,900	236

**\$2,000 – \$100,000:**

Valuation At Or Above \$	Permit Fee \$	Valuation At Or Above (In \$1,000) \$	Permit Fee \$	Valuation At Or Above (In \$1,000) \$	Permit Fee \$	Valuation At Or Above (In \$1,000) \$	Permit Fee \$
		26	1,398	51	2,317	76	2,898
2,000	249	27	1,430	52	2,332	77	2,923
3,000	288	28	1,472	53	2,348	78	2,955
4,000	334	29	1,506	54	2,366	79	2,970
5,000	388	30	1,541	55	2,382	80	2,995
6,000	441	31	1,577	56	2,413	81	3,018
7,000	491	32	1,615	57	2,444	82	3,048
8,000	516	33	1,651	58	2,462	83	3,068
9,000	588	34	1,684	59	2,487	84	3,094
10,000	629	35	1,727	60	2,517	85	3,109
11,000	681	36	1,757	61	2,536	86	3,148
12,000	729	37	1,795	62	2,557	87	3,165
13,000	775	38	1,831	63	2,584	88	3,191
14,000	829	39	1,874	64	2,610	89	3,209
15,000	879	40	1,905	65	2,629	90	3,245
16,000	926	41	1,944	66	2,658	91	3,268
17,000	972	42	1,976	67	2,683	92	3,288
18,000	1,025	43	2,017	68	2,704	93	3,306
19,000	1,060	44	2,049	69	2,726	94	3,344
20,000	1,120	45	2,086	70	2,756	95	3,359
21,000	1,162	46	2,123	71	2,777	96	3,381
22,000	1,216	47	2,133	72	2,802	97	3,405
23,000	1,262	48	2,191	73	2,827	98	3,443
24,000	1,310	49	2,231	74	2,855	99	3,459
25,000	1,359	50	2,265	75	2,874	100	3,589

**\$100,000 to \$499,000:** \$3,589 for the first \$100,000 plus \$18.71 for each additional \$1,000 or fraction thereof and including \$499,000.

**\$500,000 and Up:** \$11,073 for the first \$500,000 plus \$18.71 for each additional \$1,000 or fraction thereof.



		<b>FEES</b>
<b>C. ADDITIONAL PROVISIONS</b>		
1.	Application filing fee (see Section E also) applies to each filing of a permit application, whether for one or several permits, and is applied in addition to permit or plan checking fees:	\$40.00
2.	Minimum permit fee for building permits and other permits unless otherwise indicated in miscellaneous fees:	\$100.00
3.	Plan checking fees:	65% of permit fees
	Minimum plan checking fee:	\$200.00
	Minimum EZ plan checking fee:	\$100.00
4.	PENALTY FOR BUILDING WITHOUT A PERMIT:	<i>Ten (10) times the permit fee to a maximum of \$3,000 plus the permit fee. Each permit is charged 10 times the fee plus permit fee (i.e., building, electrical, plumbing, heating).</i>
	The minimum fee required when a Stop Work Notice has been issued is:	\$150.00
5.	All permits required to complete a project shall be issued under a single permit.	
6.	Permits shall expire by time limitation as set forth in the County Ordinance Code.	
<b>D. HOUSING INSPECTION SCHEDULE</b>		
	Single-Family Residence	\$350.00
	Duplex	\$600.00
	Each Additional Unit	\$200.00
<b>E. MISCELLANEOUS FEE SCHEDULE</b>		
<b>ELECTRICAL</b>		
1.	For the installation, alteration or replacement of each electrical circuit (includes all necessary outlets, switches, receptacles and lighting fixtures):	
	First four circuits	\$100.00
	Each additional	\$25.00 per circuit
2.	For the installation, alteration, relocation or repair of each electrical service including one meter:	
	First 300 ampere capacity	\$120.00
	Above 300 ampere capacity	\$265.00
	Each additional meter	\$10.00

		<b>FEES</b>
3.	For the installation, relocation, or replacement of each motor (not an integral part of an electrical appliance, fan, heating appliance, or cooling appliance), generator, heater, electrical furnace, welding machine, transformer and rectifier (includes all necessary circuits, outlets, fixtures, switches and controls):	\$100.00
4.	For the installation, relocation, or replacement of each fixed or stationary electrical appliance (includes all necessary circuit outlets, switches, receptacles and fixtures):	\$100.00
5.	For each electrical appliance which requires plumbing installation such as garbage disposals, dishwashers (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping):	\$100.00
6.	For the installation, relocation or replacement of Photovoltaic Solar Panels:	\$360.00
7.	For the installation, relocation or replacement of Electric Vehicle Chargers:	\$100.00
8.	For the installation, relocation, replacement or repair of an electrical outlet, receptacle, switch or fixture on existing circuits:	\$2.50 each
<b>PLUMBING</b>		
9.	For the <u>repair/replacement</u> of each:	
	Drainage or vent piping system	\$100.00
	Gas piping system	\$110.00
	Refrigerant piping system	\$100.00
	Ventilating duct system	\$100.00
	Water heater	\$110.00
	Sewer line	\$260.00
	Fire sprinkler system	\$265.00
10.	For each installation or alteration of each <u>water piping system, duct system, or refrigerant piping system</u> , or portion thereof, where fixtures or appliances are not installed:	\$100.00
11.	For each lawn sprinkler or irrigation sprinkling system on central valve:	\$100.00
12.	For the installation, relocation, or replacement of each plumbing fixture or trap (includes all necessary water, drainage and vent piping):	\$100.00
13.	For the installation, relocation or replacement of Solar Hot Water Systems:	\$150.00

		<b>FEES</b>
<b>MECHANICAL</b>		
14.	For the installation, relocation, or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping, vents and water piping):	\$170.00
15.	For the installation, relocation, or replacement of each heating, cooling or refrigeration appliance not connected to a duct system (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping and vents):	\$100.00
16.	For the installation, relocation, or replacement of each boiler (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping and vents):	\$235.00
17.	For the installation, relocation, or replacement of other fuel burning appliances not listed in this schedule (includes all necessary gas piping and vents, electrical circuits, outlets, switches, receptacles and fixtures):	\$170.00
18.	For the installation, relocation or replacement of fans or air handling units connected to a duct system (includes all necessary electrical circuits, outlets, switches, receptacles and fixtures):	\$215.00
19.	For the installation, relocation or replacement of each heating or cooling coils or element in a duct system (includes all necessary electrical circuits, outlets, switches, receptacles, fixtures and piping for the heating or cooling media):	\$145.00
20.	For the installation, relocation, repair, or replacement of each radiant heating panel, radiator or convector (includes all necessary piping):	
	1 to 3	\$100.00
	Each additional	\$12.00
21.	For the installation, relocation, or replacement of each commercial range hood and/or exhaust duct (includes all necessary duct work, electrical circuits, outlets, switches, receptacles and fixtures):	\$210.00
22.	For the installation or replacement of each masonry or concrete chimney:	\$210.00
23.	For the installation, relocation or replacement of each factory-built fireplace (includes vent but not a masonry or concrete chimney):	\$135.00
24.	For the installation, relocation, or replacement of a fire alarm system (does not apply to individual detectors not part of a system):	
	1 to 3 detectors	\$210.00
	Over 3 detectors	\$295.00
25.	For the installation of an individual fire alarm detector system (including smoke detector(s)):	
	1 to 3 detectors	\$100.00
	Each additional detector	\$25.00

		<b>FEES</b>
<b>OTHER</b>		
26.	Permit Application Filing Fee:	\$40.00
27.	Appeal to Board of Building Permit Appeals:	\$565.00
28.	Reroofing Permit (per 1,000 sq. ft. or fraction thereof):	\$100.00
29.	Stucco and Siding Permits:	\$300.00
	Replacement windows/doors:	
	1 to 5	\$300.00
	6 to 11	\$400.00
	12 up	\$500.00
30.	Demolition Permit:	
	Minor	\$100.00
	Major	\$280.00
31.	Special Inspection Charge Applies to:	\$151.00
	Pre-Application Site Inspections	
	Occupancy Change Inspections	
	House Moving Inspections	
	Reinspections	
	One-Hour Inspection Rate	
32.	Energy Code Compliance Plan Check and Inspection:	\$150.00
33.	Geotechnical Section Plan Review:	
	No Report Submitted/Required	\$250.00
	Letter Report Submitted/Required	\$653.00
	Standard Report Submitted/Required	\$2,789.00
	Review by Geologist (basic fee): (see Note # 1, below)	\$987.00
34.	FEMA Special Hazards Zone Plan Check Fee:	\$205.00
35.	Plan Revisions:	
	Minimum Plan Check Fee	\$200.00
	Minimum EZ Plan Check Fee	\$100.00
36.	Property Addressing Service (applies to each assignment or change of each street address):	
	Minimum Fee (non-refundable)	\$50.00
	Staff Labor	\$102.00/hour
37.	Microfilming (processing plans):	\$5.25/sheet

		<b>FEES</b>
38.	Research (for general public/site):	
	Minimum Fee (non-refundable)	\$60.00
	Microfiche/Photocopy	\$0.25/sheet
	Staff Labor	\$102.00/hour
39.	Credit Card Processing Fee:	3%
40.	Legal Counsel Surcharge:	5%
41.	Building Permit Extension for:	
	New SFD, 50% addition/remodel, Commercial over 3,000 sq. ft. for one (1) year maximum	\$800.00
	All other permits for 180 days maximum	\$250.00
42.	Certificate of Temporary Occupancy:	\$450.00
43.	Change of Contractor/Owner:	\$50.00
44.	Damage investigation and report due to fire, wind, flood, vehicle, etc.:	\$200.00
45.	Pre-submittal (draft) plan review (see Note # 2, below):	\$150.00/hour
46.	Alternate Means and Methods of Construction:	\$400.00/alternate submitted
47.	Mandatory Stormwater Regulated Sites:	
	Site inspection fee per project	\$700.00
	Additional site inspection or reinspection fee	\$151.00
48.	Department of Public Works Stormwater Pollution Prevention Review Fee:	\$258.00
	(Basic fee includes one-time Public Works review of applicant's proposed stormwater best management practices, as well as two (2) site inspections. County staff time beyond these services will be charged \$100.00 for each additional service.)	
	Additional Reviews or Site Inspections:	\$100.00 each
49.	Department of Public Works Plan Review Fee:	\$400.00
	(Basic fee includes one-time Public Works review of applicant's proposed project as well as two (2) site inspections. County staff time beyond these services will be charged \$100.00 for each additional service.)	
	Additional Reviews or Site Inspections:	\$100.00 each

Notes:

1. Basic fee covers the average County cost to review a geotechnical report (4 hours). Smaller projects which require less review time will be refunded the difference in cost, and larger projects which require more review will be charged for additional time on a case-by-case basis.
2. First 1/2 hour of staff time is at no charge to applicant.



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Department of Public Works



**DATE:** February 29, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** James C. Porter, Director of Public Works  
**SUBJECT:** **Executive Summary:** Vegetation Management

**RECOMMENDATION:**

Adopt a Resolution authorizing the Director of Public Works to supplement current vegetation management practices through the implementation of a program enhancement plan.

**BACKGROUND:**

Vegetation management within San Mateo County is generally performed by the Department of Public Works' Road Services and Parks Divisions. The primary benefits of roadside vegetation management are to minimize fire hazards along the edges of roads; maintain sight distance for road users; maintain surface drainage systems that parallel roads; preserve the structural integrity of County roads; minimize the intrusion of invasive and exotic weeds; and minimize the occurrence of stagnant water within roadside ditches. The Parks Division also manages vegetation for the purpose of minimizing the intrusion of invasive and exotic weeds, as these have the potential of jeopardizing the local ecosystem by displacing native vegetation, especially in sensitive regions such as Edgewood County Park and San Bruno Mountain County Park.

On June 8, 2010, your Board adopted Resolution No. 070851, which established an Integrated Pest Management (IPM) Policy to reduce the use of pesticides and herbicides by San Mateo County on County-owned or managed property.

In October, 2011, the County Manager's Office contracted with Baefsky and Associates for the purpose of completing an independent analysis of the County's roadside vegetation management program. The analysis was completed in January, 2012 and presented to the Environmental Quality Committee (EQC) on January 17, 2012.

EQC recommended that staff present the findings of the Baefsky report to your Board and provide your Board with alternate plans for consideration, to include a phased plan which incorporates recommendations made within the Baefsky report and an alternate





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The Parks Division also manages vegetation for the purpose of minimizing the intrusion of invasive and exotic weeds, as these have the potential of jeopardizing the local ecosystem by displacing native vegetation, especially in sensitive regions such as Edgewood County Park and San Bruno Mountain County Park. The Parks Division uses spot herbicide applications and manual weeding efforts to manage exotic and invasive weeds. This strategy is particularly effective in challenging terrain and minimizes the spread or broadcasting of undesirable seeds caused by mowing.

On June 8, 2010, your Board adopted Resolution No. 070851, which established an



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EQC recommended that staff present the findings of the Baefsky report to your Board and provide your Board with alternative plans for consideration, to include a phased plan which incorporates recommendations made within the Baefsky report and an alternate plan which further restricts herbicide use.

### **DISCUSSION:**

The Baefsky report recommends that numerous program enhancements consistent with County policies be considered as budget and organizational structure permit. It also evaluated and rejected moving towards either an all spray or all mow program based on a number of factors, including: community concerns; effectiveness and suitability of each treatment under variable field conditions; contributions to sedimentation problems; usefulness; and cost.

The management strategies being presented to you include:

- 1) Implementation of an enhanced weed management program consistent with recommendations made in the Baefsky report, as described in Exhibit "A"; and
- 2) Implementation of a weed management program which eliminates spraying within the coastal zone boundary (Exhibit "B"), with the exception of spot spraying invasive weeds.

### **Implementation of an enhanced weed management program consistent with recommendations made in the Baefsky report.**

The Department currently uses a combination of mowing and spraying to manage roadside vegetation, and has found this method to be a safe, cost effective and efficient way to manage weeds countywide. Exhibit "C" depicts areas within the County where spraying currently may take place and areas which are considered exclusive mow zones. Because vegetation management is only performed where deemed necessary, there are many areas which do not require treatment of any kind. Along Tunitas Creek Road, for example, roadside vegetation generally does not need to be managed under the Redwood tree canopy. Thus, areas sprayed along Tunitas Creek and similar roads are limited to open areas along the roadsides. While mowing requires far greater staff and equipment resources than spraying, spraying is not performed in sensitive aquatic habitat areas or near active water sources due to regulatory restrictions, established practices, or previous commitments made by the Department to local community groups.

In reviewing the recommendations presented in the Baefsky report, we have developed

the Department's recommended enhancement strategies and identified and itemized the fiscal impacts associated with individual and cumulative enhancements. Furthermore, the Department identified which options it does not recommend for implementation, along with explanations for those recommendations. The Department's recommendations are attached as Exhibit "A".

**Implementation of a weed management program which eliminates spraying within the coastal zone boundary (Exhibit "B"), with the exception of spot spraying for invasive weeds.**

At present, the Department manages vegetation through spraying along approximately 24 miles of roadway within the coastal zone boundary, at an annual cost of approximately \$7,000. It is estimated that mowing these roads in lieu of spraying would cost approximately \$70,000 annually and require staffing resources the Department does not have.

Under this strategy, the Department would recommend eliminating annual vegetation management on these roads, except on a triage basis, in order to deal primarily with sight distance issues. This would be similar to the strategy incorporated by Santa Cruz County when they eliminated spraying and lacked the resources to manage vegetation using alternate methods.

In the long term, the Department does not believe this to be a sustainable strategy, as vegetation encroachment would likely narrow and damage roadways and roadside drainage would likely become ineffective in some locations.

To address these effects, the Department proposes paving roadside ditches along roads within the local coastal boundary, as budget, resources, and regulatory requirements permit. This would likely require a long term effort spanning many years and require a significant investment (it is estimated that it would cost approximately \$200,000 per road mile to pave roadside ditches). However, paved ditches are very effective at offsetting roadway and drainage-way deterioration that could be expected to result from vegetation encroachment. Further, paved roadside ditches provide a buffer between the roadway and unmanaged vegetation, thereby improving fire safety and reducing sight distance concerns associated with encroaching vegetation.

Similar work has been performed in the Emerald Lakes Hills area. While the work took several years to complete, we believe the work has significantly reduced maintenance needs and that that the reduction in maintenance costs will ultimately offset the cost of performing the work.

Annual vegetation management costs are estimated to be \$510,000, which includes \$450,000 for mowing and \$60,000 for spraying. Any increases in these costs would affect our ability to perform other safety related tasks such as repairing potholes, clearing debris from roadways, removing roadway hazards, and repairing or replacing damaged signs.



**Exhibit "A"**  
**Enhanced Weed Management Program**  
**Departmental Proposal**

**Benefit Category Key:**

LS = Lines of Sight  
 FS = Fire Safety  
 VE = Vegetation Encroachment  
 RD = Roadside Drainage

IW= Invasive Weeds  
 CC=Community Concerns  
 LRP=Laws, Regs & Policies  
 WS=Worker Safety

Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/Cumulative Cost	Strategy	Comments <i>Pro/ Con</i>
<b>Year 1 Implementation Proposal</b>						
1	On a trial basis, not spray where low growing native plants are immediately adjacent to the road and seed bare areas with low lying native grasses.	LS/FS/VE/RD/IW/CC/LRP/WS	low - #1	negligible	Identify a few areas where low lying native vegetation has some foothold adjacent to the road, where vegetation management currently occurs. Do not spray or mow and seed bare area with similar seeds.	<b>No downside</b> - Because areas with low or bare vegetation are currently not mowed or sprayed (since there is little need to do so), this strategy is limited in its potential impacts
2	Eliminate spraying at bottoms of slopes, overseed with low lying native vegetation	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #2	negligible	Implement in areas on coastside with steep banks adjacent to the roads	<b>Has the potential to reduce sediment in roadside ditches and ditch erosion</b> - May result in additional vegetation growth within ditches impeding flows.
3	Switch to aquatic herbicides when spraying near creeks	LS/FS/VE/RD/IW/CC/LRP/WS	#4	\$1,000/ <b>\$1,000</b>	When spraying within 500 feet of creeks, use aquatic herbicides	<b>Minimizes the potential for chemical invasion into drainage ways</b>
4	Install GPS in spray truck	LS/FS/VE/RD/IW/CC/LRP/WS	medium - not listed as a Baefsky report strategy	\$500 - initial financing through SMC Saves/ <b>\$1,500</b>	Install as part of GPS demo - aim for installation in April, 2012	<b>Provides greater program transparency. Records when sprayers are engaged</b>
5	Report Use of Adjuvants	LS/FS/VE/RD/IW/CC/LRP/WS	low - #7	negligible		<b>Provides greater program transparency.</b>
6	Support getting staff licensed in pesticide applications	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #8	\$4,000 annually/ <b>\$5,500</b>	Provide a step increase for staff with pesticide applicator license. Staff has received training and is in the process of testing for certification	<b>Provides additional training to staff above and beyond annual training currently received.</b>
7	Spray with 2 person crew on the coastside	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #10	no cost		<b>Allows for more targeted (spot) spraying. Increases quality control levels. Reassigns staff from other necessary tasks. Slightly reduces capacity to perform other tasks.</b>
8	At selected locations, spot spray, mow and seed unpaved ditches	LS/FS/VE/RD/IW/CC/LRP/WS	medium-#15	< \$1,000/ <b>\$6,500</b>		<b>If found to be successful, would reduce the amount of ditch management necessary.</b> Some efficiency losses associated with this work option.

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Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/ <b>Cumulative Cost</b>	Strategy	Comments <i>Pro/ Con</i>
9	Test bare soils in specific turnouts where the report suspects pesticide use, for pesticide residue. Test waterways at select locations for herbicide residues.	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #'s 20 & 21	approximately \$1,000 per site \$10,000 annually/ <b>\$16,500</b>		<b><i>Would provide an assurance that chemical residues along turnouts are not in soils. Generally, simply confirms what the Department already knows since turnouts are not currently sprayed.</i></b>
10	Improve Posting, Reporting and Communications	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #'s 6 & 17	\$1,500/ <b>\$18,000</b>	Increase sizes of herbicide application notification signs, extend length of time signs are left to one week after application, update website to reflect program modifications.	<b>Results in an enhanced notification process.</b>
11	Continue to investigate on an on-going basis, alternative herbicide products, including organic and natural products	<b>LS/FS/VE/RD/IW/CC/LRP/WS</b>	high - discussed but not specifically presented among the Baefsky report recommendations	TBD	Work towards achieving greater efficiencies, cost savings and greater program effectiveness	<b><i>No downsides</i></b>

Year 1 Summary:

**Total program costs of \$18,000. Offset cost increases through the elimination of vegetation management along lowest priority roads.**

**Year 2 Implementation Proposal**

**Exhibit "A"**  
**Enhanced Weed Management Program**  
**Departmental Proposal**

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Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/ <b>Cumulative Cost</b>	Strategy	Comments <i>Pro/ Con</i>
12	If scheduling permits, mow or spray stinkwort when young	LS/FS/VE/RD/IW/CC/LRP/WS	low - #23	low		<b><i>Ideally, we target spraying and mowing for those periods of time where they would be most effective. We are in complete agreement with continuing to strive to do so.</i></b> Reality dictates that limited staffing and the need to address immediate safety issues first (potholes, failing slopes, damaged infrastructure, etc.) often prevents us from performing mowing or spraying during the ideal treatment window.
13	Use hand or mechanical control under structures near creeks	LS/FS/VE/RD/IW/CC/LRP/WS	low - #24	< \$5,000/ <b>\$23,000</b>		<b><i>Further limits the use of herbicides near waterways. Would result in some areas being treated that are not being treated at all due to their proximity to waterways.</i></b> It is not clear that this method provides benefits over and above limiting products near creeks to those that are approved for use in aquatic environments.
14	Target and abate poison oak within 10 feet of roadways with Milestone VM	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #25	\$30,000/ <b>\$53,000</b>	Preliminarily focus efforts in the midcoast urban areas (Montara, Moss Beach and El Granada). Limit to 10 feet (Baefsky report recommends 20 feet).	<b><i>Poison oak mitigation will result in reduced worker claims and will allow for more efficient management of roadside areas that are normally prevalent with poison oak</i></b>
15	Target and abate woody vegetation within 10 feet of roadway, where feasible	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #26	\$60,000/ <b>\$113,000</b>	See above	
16	Spray "Habitat" on pampas grass and compare effectiveness with Roundup Pro	LS/FS/VE/RD/IW/CC/LRP/WS	low - #34	< \$1,000/ <b>\$114,000</b>	Use "Habitat" and "Round up Pro" side by side in test plat.	<b><i>Limited risk in sampling the effectiveness of this product.</i></b> Round Up Pro is currently quite effective, so additional levels of success would be expected to be marginal at best.

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Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/ <b>Cumulative Cost</b>	Strategy	Comments <i>Pro/ Con</i>
17	Use wood chips from green waste recycle program to mulch weedy areas for weed control in El Granada medians	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #14	< \$5,000/ <b>\$119,000</b>	Place chips in El Granada medians	
18	Mow and spray harding grass, poison oak and pampas grass on Cloverdale Road, of PMAC permits	LS/FS/VE/RD/IW/CC/LRP/WS	low - #25	< \$5,000/ <b>\$124,000</b>	Cloverdale Road would be the intended test plot area	<b><i>May be effective against invasive weeds and help preserve edge of pavement deterioration.</i></b> Within PMAC area, spraying would require PMAC approval
19	Use surfactant when spraying where needed	LS/FS/VE/RD/IW/CC/LRP/WS	low - #18	negligible		<b><i>No downside.</i></b> Surfactants are already used when a need for use is identified.
20	Burn weeds in pavement with propane torch during rainy season	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #28	<\$15,000/ <b>\$139,000</b>	Use this strategy in rural areas where vegetation into roadway areas is more prevalent	<b>Would enable us to somewhat control vegetation encroachments in roadways.</b> Labor intensive.
21	Spray Garlon 4 Ultra on emerged stinkwort before seeds set	LS/FS/VE/RD/IW/CC/LRP/WS	low - #33	negligible	If resources allow.	<b>This could result in improved management of stinkwort.</b> Depending on resource availability, this may or may not be possible.
22	Provide endangered species training for spray and mow crews	LS/FS/VE/RD/IW/CC/LRP/WS	low - #11	negligible	Expand current training program	This training is already provided. However, the program can be expanded to make it more comprehensive

Year 2 Summary:

**Total program costs of \$139,000 (approximately 27% of program budget). Savings resulting from enhancements expected to be negligible through year 2. Offset costs through elimination of vegetation management on lowest priority roads. Some return on investment, as yet undeterminable, anticipated in future years, based on the relative successes of program enhancements, some of which are intended to reduce future years efforts.**

**Exhibit "A"**  
**Enhanced Weed Management Program**  
**Departmental Proposal**

**Benefit Category Key:**

LS = Lines of Sight  
 FS = Fire Safety  
 VE = Vegetation Encroachment  
 RD = Roadside Drainage

IW= Invasive Weeds  
 CC=Community Concerns  
 LRP=Laws, Regs & Policies  
 WS=Worker Safety

Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/Cumulative Cost	Strategy	Comments <i>Pro/ Con</i>

**Recommendations warranting further consideration but not proposed to be implemented within the current implementation plan:**

Recom #	Description	Benefit Categories	Benefit level	Cost	Reason not made part of current plan
23	Improve timing of spraying	LS/FS/VE/RD/IW/CC/LRP/WS	#3	Negligible. Cost is limited to inefficiency in performing tasks.	The timing of spraying is currently aligned with ideal application periods if possible. Because the timing of many other safety functions can not be delayed, it is simply a function of current staffing levels, that vegetation management can not always be performed at the most desirable times. Should the Department be able to increase staffing levels in the future, this could then be given additional consideration.
24	Hire facilitator to work with staff and citizens to improve communication	LS/FS/VE/RD/IW/CC/LRP/WS	low - #'s 35 & 36	\$25,000 - \$30,000	This could be considered in the future. However, we believe several other communication enhancements are an appropriate first step, especially in light of the fact that there are no more than a handful of residents who have expressed concern in this area.
25	Use available prison work crews and DUI offenders to supplement staff	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #19	Negligible. Cost is generally associated with lack of productivity associated with providing flaggers for a relatively inefficient operation	We are and continue to be interested in use of Sheriff Work Program crews and intend to further explore opportunities. However, using them alongside roadways requires that flaggers be provided to ensure worker safety which eliminates any cost and resource management benefits. Even if there were fiscal benefits, because many of our roads are narrow and windy, we do not feel comfortable with having untrained crews or crews with limited training, working in close proximity to local traffic.
26	Implement Adopt-A-Road Program	LS/FS/VE/RD/IW/CC/LRP/WS	medium - # 22	See above	See above. We are interested in this option but, as with the above, would need to be comfortable with all safety aspects of work performed through this particular program.



**Exhibit "A"**  
**Enhanced Weed Management Program**  
**Departmental Proposal**

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Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/ <b>Cumulative Cost</b>	Strategy	Comments <i>Pro/ Con</i>
27	Upgrade and Replace Old Mowers: one every two years	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #31	\$100,000 annually		We will create long term mower replacement plans. However, a new mower is approximately \$135,000 and we do not believe the program could absorb such costs every one to two years.
28	Spray Milestone VM Plus for poison oak	LS/FS/VE/RD/IW/CC/LRP/WS	low - # 32	negligible		Roundup pro is currently very effective against poison oak, thus there would appear to be limited strategic benefit in switching products. If, there is a specific reason that Milestone VM or another product would be preferred, we would consider switching. However, we are currently unaware of the benefits of simply switching products.
29	Form volunteer IPM task force to assist IPM Coordinator	LS/FS/VE/RD/IW/CC/LRP/WS	low - #36	negligible		See above.

**Recommendations rejected:**

**Exhibit "A"**  
**Enhanced Weed Management Program**  
**Departmental Proposal**

**Benefit Category Key:**

LS = Lines of Sight  
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Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/ <b>Cumulative Cost</b>	Strategy	Comments <i>Pro/ Con</i>
30	Spray during daylight hours only	LS/FS/VE/RD/IW/CC/LRP/WS	medium - #9	cost is generally limited to lost productivity resulting from working around active traffic zones		The spray truck travels very slowly, often on rural roads with limited sight distance. We do not believe it beneficial to have the spray truck perform spraying while people are cycling and walking nearby. Further, spraying can not be performed in winds exceeding 7 miles per hour. Because afternoons tend to be the windiest times of day, spraying would often not be possible during afternoons. The stated benefit levels are as identified in the Baefsky report and we are not in agreement with them.
31	Implement quarterly field based PCA assessments and fine tuned recommendations	LS/FS/VE/RD/IW/CC/LRP/WS	low - # 29	\$20,000- \$30,000		This is identified as a strategy of medium cost and low benefit and we agree with this assessment. The spray and mow seasons are limited to a few months each year and it is felt that quarterly assessments that do not coincide with the commencement of such operations have little value in determining appropriate treatments in subsequent seasons. Periodic assessments do currently occur at a lesser frequency and we believe this to be adequate given the scale of the program.
32	Develop prescriptive IPM program based on priorities	LS/FS/VE/RD/IW/CC/LRP/WS	medium - # 13	\$30,000-\$40,000		The IPM document is a County-wide document and is intended to be general in nature because it applies to very diverse applications, including vegetation management in Parks, along roads, in landscaped areas and on Airport property. We believe general goals are appropriate to define overarching goals that apply to each of these uses.

**Exhibit "A"**  
**Enhanced Weed Management Program**  
**Departmental Proposal**

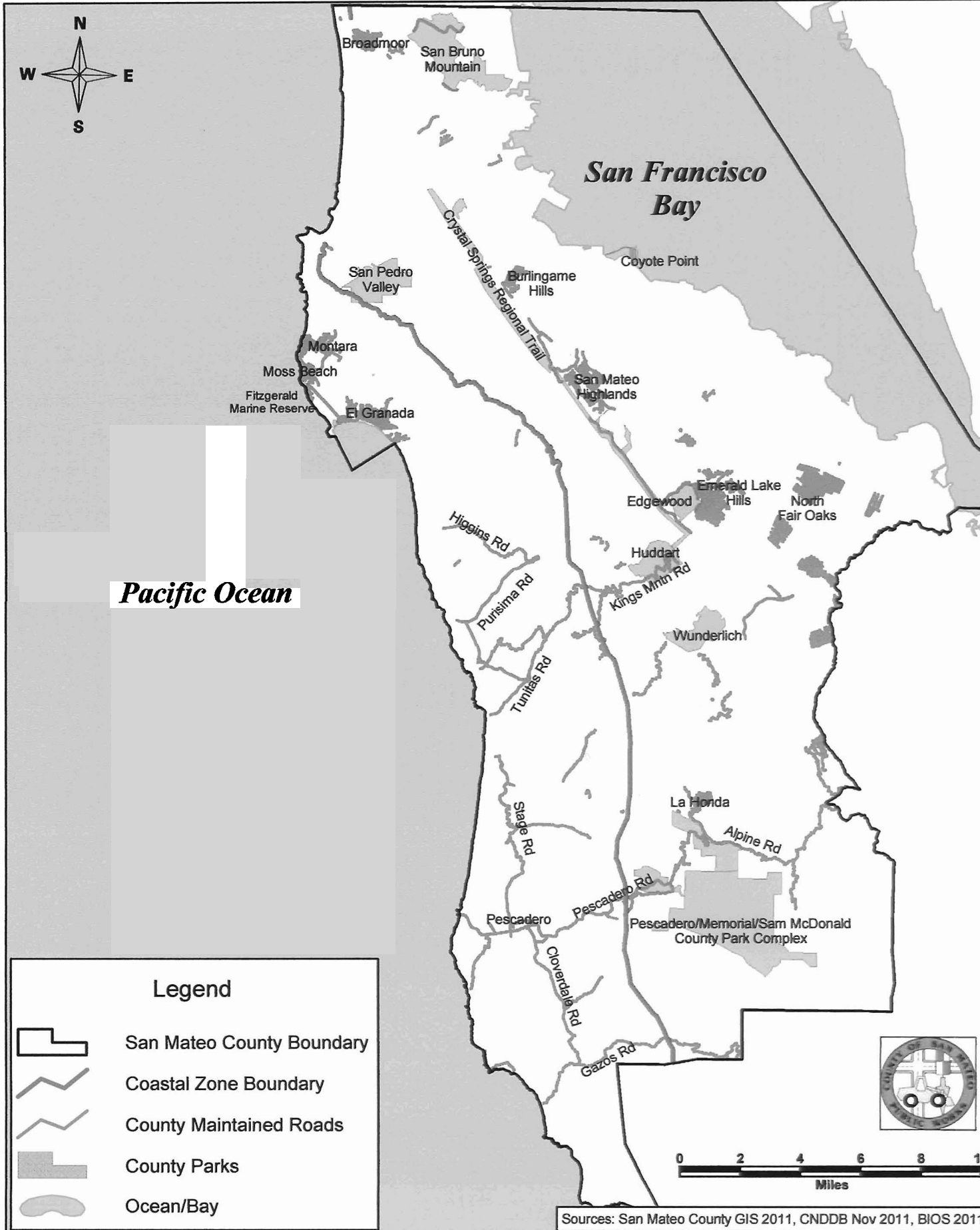
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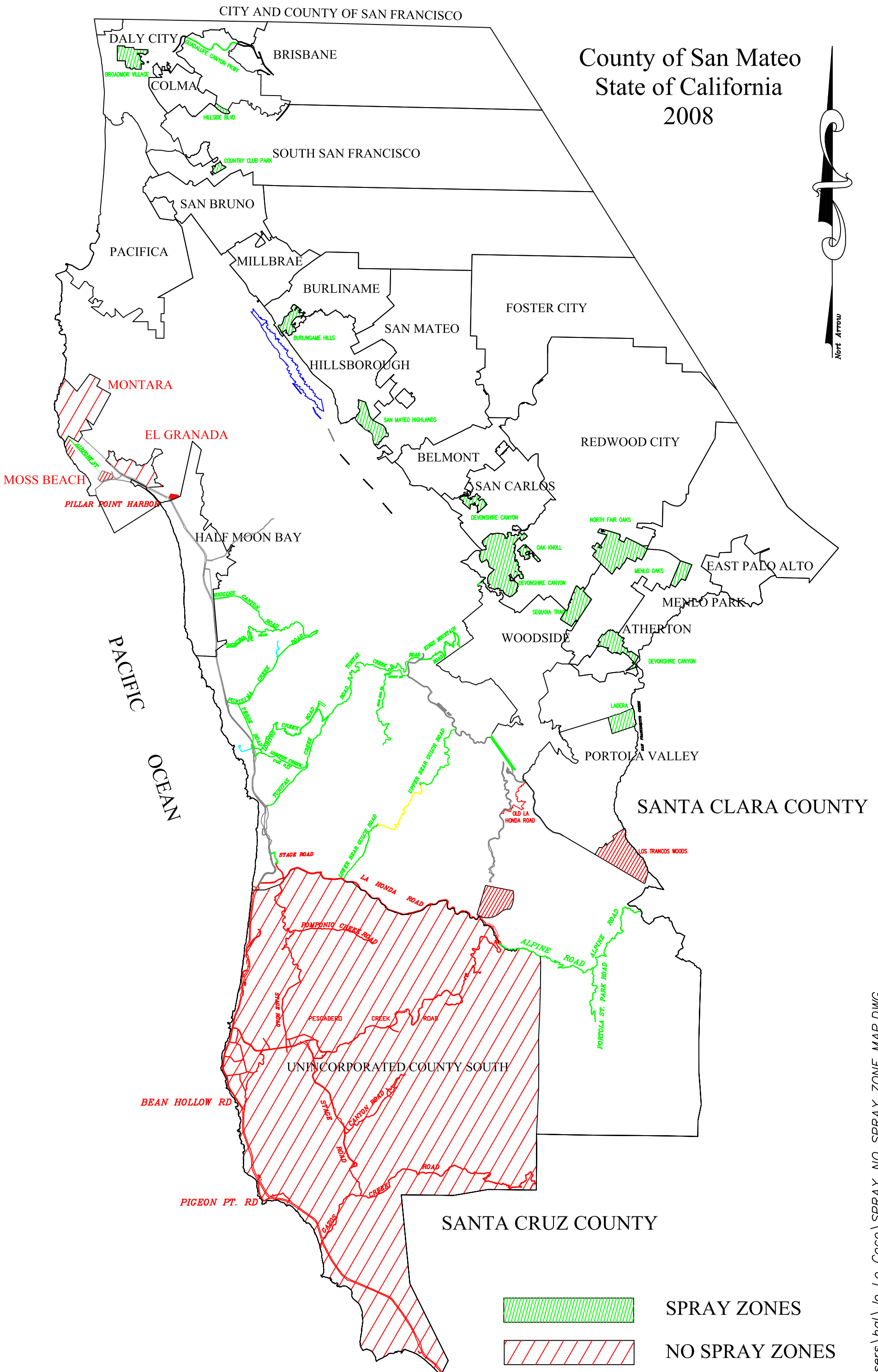
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Column1	Column2	Column3	Column4	Column5	Column6	
Recom #	Description	Benefit Categories	Benefit level - Baefsky Prioritization	Cost/ <b>Cumulative Cost</b>	Strategy	Comments <i>Pro/ Con</i>
33	Appoint Part-Time IPM Coordinator from existing staff	LS/FS/VE/RD/IW/CC/LRP/WS	low - # 35	\$10,000		In responding to the Municipal Regional Permit, the County has coordination sessions in which various Department practices are identified and discussed. The Baefsky report indicates this to be a low value benefit and we concur with that assessment, especially since overall coordination efforts already occur.
34	Hire a full time IPM Coordinator	LS/FS/VE/RD/IW/CC/LRP/WS	low - #37	\$100,000		This has been identified in the Baefsky report has significantly costly and of minimal benefit and we concur with that assessment.

# San Mateo County Regional Map



# County of San Mateo State of California 2008



**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO  
SUPPLEMENT CURRENT VEGETATION MANAGEMENT PRACTICES THROUGH  
THE IMPLEMENTATION OF A PROGRAM ENHANCEMENT PLAN**

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the San Mateo County Department of Public Works currently manages vegetation within unincorporated San Mateo through a combination of mowing and the application of approved herbicides; and

**WHEREAS**, vegetation management is necessary in order to maintain roadway safety, roadway drainage and to minimize fire safety and the spread of invasive weeds; and

**WHEREAS**, San Mateo County recently had an independent analysis of their program performed; and

**WHEREAS**, said analysis recommends continuing to manage vegetation through a combination of mowing and application of approved herbicides, but with consideration of program enhancements as organizational structure and finances permit; and

**WHEREAS**, the Department of Public Works has developed a program

enhancement plan which incorporates many of the recommendations made in the independent analysis.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the San Mateo County Department of Public Works continue to manage roadside vegetation through a combination of mowing and spraying, but supplement its practices with the enhancements identified in the Department's program enhancement plan.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Office of the Board of Supervisors



**DATE:** March 5, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Dave Pine, Supervisor District 1

**SUBJECT:** Letter to the Federal Housing Finance Agency in Support of Property Assessed Clean Energy Financing Districts

**RECOMMENDATION:**

Adopt a resolution authorizing the President of the Board of Supervisors to execute and send a letter to the Federal Housing Finance Agency in Support of Property Assessed Clean Energy Financing (PACE) Districts.

**BACKGROUND:**

In December of 2010, our Board voted to join the California First program to create a countywide Property Assessed Clean Energy (PACE) district. The district would have offered county homeowners the option of financing renewable energy and energy upgrades projects for up to 20 years through an assessment on their property taxes. While the Board vote created a countywide district, all 20 city and town councils in the County also voted to support the creation of the San Mateo County PACE district.

Although the PACE concept was widely supported in San Mateo County, the creation of the assessment district was stopped in July of 2011 when the Federal Housing Finance Agency (FHFA) halted all PACE programs by ruling that Fannie Mae and Freddie Mac could not purchase mortgages with PACE assessments.

**DISCUSSION:**

A legal appeal of the July 2011 ruling by FHFA has resulted in the opening of a comment period on PACE programs from January 29, 2012 to March 26, 2012. I respectfully request that the Board reaffirm our commitment to PACE funding by sending a letter to FHFA with the following points:

- PACE financing is done through special districts, not through loans as asserted by FHFA.
- PACE financing has minimal risks and there has been no evidence of problems where this financing method has been used.



- Home energy improvements financed through PACE have created both environmental and economic benefits. PACE financed projects have created jobs, reduced dependence on foreign oil and increased the generation of energy through renewable sources.

I suggest that the letter conclude by recommending that FHFA adopt a new rule that allows Fannie Mae and Freddie Mac and other FHFS regulated lenders to invest in residential mortgages with PACE assessments. A draft letter is attached to this memo for review by the Board.

This action supports the environmentally conscious community Shared Vision by supporting PACE funding for renewable energy and energy retrofit work on residential properties.

The resolution has been reviewed and approved by County Counsel.

**FISCAL IMPACT:**

There is no cost associated with sending a letter to FHFA in support of PACE districts.

**Proposed Letter to the Federal Housing Finance Agency Regarding PACE Programs**  
*Draft of March 7, 2012*

Mr. Alfred Pollard  
General Counsel  
Federal Housing Finance Agency  
400 7<sup>th</sup> St., N.W.  
Washington, DC 20024

RE: RIN 2590-AA53 Mortgage Assets Affected by PACE Programs

Dear Mr. Pollard:

In December of 2010, the San Mateo County Board of Supervisors voted to join California First, a statewide Property Assessed Clean Energy (PACE) program. Our Board took that action because we believed offering a PACE option to our residents would help reduce our community reliance on imported fuel, promote energy security, avoid the cost of building new power plants and transmission systems and protect the environment. In addition, we supported the PACE program because it will save homeowners money, create local jobs and dramatically reduce energy use by spurring homeowner investment in energy efficiency and clean, on-site renewable energy. A total of 28 states passed PACE legislation in just two and a half years. And many local jurisdictions' joined San Mateo County in approving local PACE programs.

We believe that FHFA's action to unilaterally halt local government PACE programs on July 6, 2010 was unwarranted. This rulemaking provides an opportunity to establish a fact-based record and correct misinformation and misunderstandings, to the benefit of all stakeholders: local governments, mortgage lenders, homeowners, and our nation. We appreciate the opportunity, and urge you to look for ways to accommodate these broadly beneficial programs. To this end, we recommend that the FHFA adopt reasonable underwriting standards that ensure local PACE programs are designed to maximize benefit and minimize risk and consider the following key points:

**1) PACE assessments are valid - and are not "loans" as asserted by FHFA**

FHFA has repeatedly referred to PACE assessments as "loans." To the contrary, they are property tax assessments with characteristics similar to those of more than 37,000 other land-secured special assessment districts in the United States that are rooted in hundreds of years of state and local law. Such districts are typically created voluntarily by property owners who vote to allow their local governments to finance public improvements such as sewer systems, sidewalks, lighting, parks, open space acquisitions, and business improvements on their behalf. Other districts allow property owners to act voluntarily and individually to adopt municipally financed improvements to their property that are repaid with assessments. PACE districts are also similar to many other special assessment districts in the size of their assessments and length of their repayment period.

**2) PACE assessments present minimal risks to lenders, investors, homeowners and Government Sponsored Enterprises (GSEs)**

FHFA asserts that PACE presents “significant safety and soundness” concerns, but there is no evidence that this is true. There is long-standing experience, borne out by studies, that energy efficiency and renewable energy improvements reduce homeowners’ energy bills and increase their property’s value, strengthening their financial position and increasing the value of a lender’s collateral. PACE financed improvements allow homeowners to hedge themselves against fuel price spikes and rising fuel costs over time. These factors lessen, if not eliminate, the safety and soundness risk that the FHFA has asserted. Local governments that established PACE programs prior to the July 6, 2010 action by FHFA developed program standards to protect lenders and consumers. The White House (October 18, 2009) and the Department of Energy (May 7, 2010) both published national PACE guidelines with clear, strong underwriting standards to ensure that homeowners are able to afford the improvements. A bi-partisan bill in the House of Representatives (HR 2599 – Hayworth R-NY19) further delineates national standards to minimize risk to lenders and consumers. Finally, the early results of PACE pilot programs in Boulder County, CO; Sonoma County and Palm Desert, CA; and Babylon, NY; show that PACE presents minimal risk: there are only a handful of known defaults out of nearly 3,200 upgraded properties, substantially fewer than the rate of default for non-PACE property-owners in the same districts.

**3) Home energy improvements financed with PACE achieve important economic and environmental benefits**

State and local governments have also passed PACE laws because PACE has great potential to help governments attain important economic and environmental goals. For example, according to a May 2011 Department of Energy study, the Boulder County PACE program created over 120 jobs, generated more than \$20 million in overall economic activity and reduced consumers’ energy use by more than \$125,000 in the first year alone. These benefits are important by themselves. In developing a rule that serves the public interest, the FHFA must weigh perceived risks against economic benefits that clearly reduce default rates.

We strongly urge you to reconsider your blanket opposition to PACE programs. We recommend that FHFA adopt a rule stipulating that Fannie Mae, Freddie Mac, and any other mortgage lenders regulated by FHFA be allowed to buy residential mortgages with PACE assessments that are originated by programs that conform to standards and guidelines such as those established in HR 2599 (The PACE Assessment Protection Act) to protect the interests of local governments, homeowners, mortgage lenders and Government Sponsored Enterprises (GSEs).

Sincerely,

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE  
AND SEND A LETTER TO THE FEDERAL HOUSING FINANCE AGENCY IN  
SUPPORT OF PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICTS**

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, in December of 2010, the County of San Mateo Board of Supervisors voted to join the California First program to create a countywide Property Assessed Clean Energy (PACE) district; and

**WHEREAS**, the Federal Housing Finance Agency halted all PACE districts in July of 2011 with a ruling forbidding the lenders they oversee from purchasing mortgages with PACE assessments; and;

**WHEREAS**, a legal challenge resulted in a new comment period on PACE districts; and

**WHEREAS**, PACE districts create a funding alternative for homeowners that want to reduce their energy consumption and/or install renewable energy systems; and

**WHEREAS**, PACE funded projects create jobs and help the environment.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the

President of the Board is authorized to execute and send a letter to the Federal Housing Finance Agency in support of Property Assessed Clean Energy (PACE) districts.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Board of Supervisors



**DATE:** March 5, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Supervisors Rose Jacobs Gibson *RJG*  
Supervisor Don Horsley *DH*

**SUBJECT:** Appointment to the Board of Building Permit Appeals

**RECOMMENDATION:**

Appoint Edward C. Love to a three-year term expiring December 31, 2015.

**BACKGROUND:**

The mission of the Board of Building Permit Appeals is to resolve disputes between Chief Building Official and building permit applicants.

**DISCUSSION:**

Edward C. Love is a licensed architect and will fill a vacant position on the Board reserved for a member with a technical licensed background who is actively engaged in one or more of the construction trades.

**FISCAL IMPACT:**

None



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Board of Supervisors



**DATE:** February 28, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Supervisor Don Horsley  
**SUBJECT:** Reappointments to the First Five Commission

**RECOMMENDATION:**

Reappoint the following to the First Five Commission:

- A) Dr. Harvey Kaplan representing a Public Member to a term expiring December 31, 2014; and
- B) Jorge Glascock representing a Public Member to a term expiring March 31, 2015

**BACKGROUND:**

The commission consists of nine members (a) one member of the Board of Supervisors, (b) the director of the County of Health System, (c) the director of the County Human Services Agency, (d) the County Superintendent of Schools, and (e) five members appointed by the Board of Supervisors from among the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resource or referral agency or a local child care coordinating group; representatives of a local organization for prevention of early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric or obstetric associations or societies.

This appointment contributes to the 2025 Shared Vision statement of a Collaborative Community. Our diverse population works well together to build strong communities, effective government and a prosperous economy, civic engagement – including voting, public service, charitable giving, volunteerism, and participation in public discussions of important issues – is uniformly high among the diverse population of San Mateo County.

**FISCAL IMPACT:**

None.

# RESOLUTION

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
RESOLUTION HONORING AND COMMENDING

## GEORGE SIMON MENZOIAN

\*\*\*\*\*

*WHEREAS, GEORGE MENZOIAN has been a community advocate, civic leader and volunteer for over 50 years; and*

*WHEREAS, GEORGE MENZOIAN helped to develop Foster City, has been an active member of the Foster City Lions Club for over 40 years, helped produce the original Fourth of July Celebrations and Fireworks for Foster City, coached Foster City Girls Softball, and is a Past Board Member of both Samaritan House and the Women's Recovery Association; and*

*WHEREAS, GEORGE MENZOIAN has been a staunch Blood Donor Advocate for nearly 60 years, not only in word but also in action; and*

*WHEREAS, GEORGE MENZOIAN has held the title of Most Blood Donated for many years and has given close to 250 pints of blood in his lifetime; and*

*WHEREAS, GEORGE MENZOIAN has been a hero to many and a soft-spoken, kind-hearted giver to all he touches both directly and indirectly;*

*NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby honors and commends GEORGE SIMON MENZOIAN for his numerous contributions to the many people touched over the years through his blood donation and community service. On behalf of all citizens, the Board expresses its appreciation for GEORGE SIMON MENZOIAN'S service and dedication to the community.*

*Dated: February 24, 2012*

SUPERVISORS:

\_\_\_\_\_  
*Adrienne J. Tissier, President*

\_\_\_\_\_  
*Dave Pine*

\_\_\_\_\_  
*Carole Groom*

\_\_\_\_\_  
*Don Horsley*

\_\_\_\_\_  
*Rose Jacobs Gibson*

*Attest:* \_\_\_\_\_  
*Deputy Clerk of the Board of Supervisors*



**THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
RESOLUTION HONORING AND COMMENDING THE**

**SAN MATEO NAACP BRANCH #1068**

\*\*\*\*\*

*WHEREAS, formed in 1909 by a multiracial group of progressive thinkers, the National Association for the Advancement of Colored People (NAACP) is a non-profit organization established with the objective of insuring the political, educational, social and economic equality of minority groups; and*

*WHEREAS, the NAACP has as its mission the goal of eliminating race prejudice and removing all barriers of racial discrimination through democratic processes; and*

*WHEREAS, as the nation's oldest and largest civil rights organization, the NAACP has worked successfully with allies of all races who believe in and stand for the principles on which the organization was founded, and throughout its history, some of America's greatest minds have worked to effect change; and*

*WHEREAS, from corporate partnerships to tireless volunteer labor, the NAACP has evolved to meet the challenges of the day, while remaining true to its original mission; and*

*WHEREAS, the San Mateo NAACP Branch will be celebrating its 86<sup>th</sup> Anniversary on March 18, 2012;*

*NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby commends the NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE (NAACP), SAN MATEO BRANCH #1068, on the occasion of its 86<sup>th</sup> Anniversary and on behalf of all residents expresses sincere appreciation to this organization for its numerous achievements and contributions to San Mateo County.*

*Dated: March 13, 2012*

SUPERVISORS:

\_\_\_\_\_  
**ADRIENNE J. TISSIER, PRESIDENT**

\_\_\_\_\_  
**DAVE PINE**

\_\_\_\_\_  
**CAROLE GROOM**

\_\_\_\_\_  
**DON HORSLEY**

\_\_\_\_\_  
**ROSE JACOBS GIBSON**

*Attest: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors*

# PROCLAMATION

THE BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA PROCLAIMS FEBRUARY 26<sup>th</sup>-MARCH 3<sup>rd</sup>, 2012 AS

## PEACE CORPS WEEK

\*\*\*\*\*

WHEREAS, the Peace Corps has become an enduring symbol of our nation's commitment to encourage progress, create opportunity, and expand development at the grass-roots level in the developing world; and

WHEREAS, more than 200,000 Americans have served as Peace Corps Volunteers in 139 countries since 1961; and

WHEREAS, during the past 51 years, 27,913 men and women from the state of California have responded to our nation's call to serve by joining the Peace Corps; and

WHEREAS, Peace Corps Volunteers have made significant and lasting contributions around the world in agriculture, business development, information technology, education, health and HIV/AIDS, and the environment, and have improved the lives of individuals and communities around the world; and

WHEREAS, Peace Corps Volunteers have strengthened the ties of friendship and understanding between the people of the United States and those of other countries; and

WHEREAS, Peace Corps Volunteers, enriched by their experiences overseas, have brought their communities throughout the United States a deeper understanding of other cultures and traditions, thereby bringing a domestic dividend to our nation;

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of San Mateo, State of California, hereby declares February 26<sup>th</sup> – March 3<sup>rd</sup>, 2012 as PEACE CORPS WEEK in San Mateo County.

Dated: February 26, 2012

Supervisors:

\_\_\_\_\_  
*Adrienne J. Tissier, President*

\_\_\_\_\_  
*Dave Pine*

\_\_\_\_\_  
*Carole Groom*

\_\_\_\_\_  
*Don Horsley*

\_\_\_\_\_  
*Rose Jacobs Gibson*

\_\_\_\_\_  
*Attest: Deputy Clerk of the Board of Supervisors*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**DATE:** March 1, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** David G. Holland, Assistant County Manager

**SUBJECT:** Agreement with Keyser Marston Associates Inc., to provide an Asset Management and Economic Development Plan for the County.

**RECOMMENDATION:**

Adopt a Resolution:

- A) Waiving the Request for Proposals process and authorizing the County Manager, or his designee, to execute an agreement with Keyser Marston Associates Inc. in the amount of \$120,303, to provide an Asset Management and Economic Development Plan for the County; and
- B) Authorizing the County Manager, or his designee, to execute subsequent amendments and minor modifications in an amount not to exceed \$25,000.

**BACKGROUND:**

The Board of Supervisors believes that the County needs to be more proactive in generating revenue from its assets, and improving the region's economic development environment. To maintain a sustainable economic environment in the region, it is critical that the County assess its current situation and chart a course to maintain economic viability and growth in areas that will strengthen the local economy. It is critical to develop a short-term and longer term strategy for ensuring the economic vitality of the region.

**DISCUSSION:**

The County of San Mateo has weathered the recent economic recession better than most areas of the country. The unemployment rate in December 2011 for the County was 7.2% compared to 11.1% for the state and 8.3% for the nation. Housing values have declined less than other parts of the Bay Area and the state. However, not all communities in the County are faring equally well. The region also faces ongoing global challenges as other areas of the world compete more successfully for jobs by offering a more skilled workforce, lower operating costs and less cumbersome regulatory processes that provide a more "speed-to-market" business climate for expanding businesses.

As a result of the dissolution of Redevelopment Agencies, the County needs to assume a stronger leadership role in finding new solutions and ways to add value to stimulate growth and development in the region. There may be opportunities to leverage new public/private partnerships and collaborative relationships with cities and other economic development stakeholder groups that can improve the quality of jobs for residents; effectively address barriers to growth; strengthen the tax base; sustain a balanced, higher quality of life; and support a continued culture of innovation.

In order to address these new challenges, there needs to be an economic development strategy that will provide a clear plan for guiding the region's economic future. To be successful, development and implementation of the plan will require collaboration with the cities, community partners, consensus on priority goals and outcomes, and the alignment and leveraging of resources.

Keyser Marston Associates, Inc. (KMA) is a full-service consulting firm providing strategic real estate and financial advisory services focusing on public private partnerships, public finance, affordable housing and economic development. The majority of the KMA assignments involve long-standing client relationships with cities, counties and redevelopment agencies, including San Mateo County. KMA has a wealth of expertise and relationships in the Bay Area that will expedite our efforts to implement a viable economic plan for the County. Therefore, we request that the Board waive the RFP process in selecting Keyser Marston Associates, Inc.

Staff is recommending that this Board direct the County Manager, or his designee, to execute an agreement with Keyser Marston Associates Inc., to provide an Asset Management and Economic Development Plan for the County.

Project deliverables will include an Asset Management Strategy and an Economic Development Strategy to be presented to the Board in August 2012.

Support of this activity contributes to our Shared Vision 2025 goal of fostering a Prosperous Community where our economic strategy fosters innovation in all sectors, creates jobs and educational opportunities for all residents.

The Agreement and the Resolution have been reviewed and approved by County Counsel as to form.

**FISCAL IMPACT:**

The net County cost for this agreement is \$120,303.



KEYSER MARSTON ASSOCIATES™  
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

March 5, 2012

ADVISORS IN:  
REAL ESTATE  
REDEVELOPMENT  
AFFORDABLE HOUSING  
ECONOMIC DEVELOPMENT

SAN FRANCISCO  
A. JERRY KEYSER  
TIMOTHY C. KELLY  
KATE EARLE FUNK  
DEBBIE M. KERN  
ROBERT J. WETMORE  
REED T. KAWAHARA  
DAVID DOEZEMA

LOS ANGELES  
KATHLEEN H. HEAD  
JAMES A. RABE  
PAUL C. ANDERSON  
GREGORY D. SOO-HOO  
KEVIN E. ENGSTROM  
JULIE L. ROMIEY  
DENISE BICKERSTAFF

SAN DIEGO  
GERALD M. TRIMBLE  
PAUL C. MARRA

Mr. David G. Holland  
Assistant County Manager  
San Mateo County  
400 County Center  
Redwood City, CA 94063-1663

Re: Asset Management and Economic Development Strategies

Dear Dave:

Thank you for requesting this draft proposal from Keyser Marston Associates Inc. (KMA) in collaboration with Leslie Parks. As we discussed, we would be delighted to assist the County of San Mateo in its efforts to: 1) enhance revenues to the County through aggressive management of its real estate assets; and 2) to be a catalyst for the creation of quality jobs throughout the County.

**OUR TEAM**

Our team is comprised of Keyser Marston Associates, Inc. (KMA) and Leslie Parks. KMA will be responsible for the Asset Management component of the work scope and Leslie Parks will be responsible for the Economic Development Strategy component.

Keyser Marston Associates, Inc. (KMA) is a full-service consulting firm providing strategic real estate and financial advisory services focusing on public private partnerships, public finance, affordable housing and economic development. The majority of the KMA assignments involve long-standing client relationships with cities, counties and redevelopment agencies. KMA has offices in San Francisco, Los Angeles and San Diego. Our practice is focused in California where we have assisted over 600 public and private clients on more than 2,000 projects. The firm has significant experience in the following areas:

**Asset Management / Public Private Partnerships**

- Real estate strategy / valuation
- Disposition options – fee sale and ground lease

- Developer selection
- Implementation
- Underutilized and vacant properties
- Ground leases – harbor/marinas and airports

Please visit our web site at [www.keysermarston.com](http://www.keysermarston.com) for more information on the firm.

KMA's effort will be led by Timothy C. Kelly, the President of KMA. Tim has over 30 years of experience in assisting public agencies throughout California maximize revenues and achieve public benefits through the disposition and development of surplus properties. Of immediate relevance to this assignment is Tim's ongoing work with Redwood City in the disposition of its downtown properties. Other current assignments in San Mateo County include the development of properties in Brisbane, Los Altos, Sunnyvale, and Belmont. Debbie Kern, a Senior Principal of Keyser Marston will assist Tim with this assignment. Debbie has over 25-years of experience in real estate economics and specializes in infrastructure finance, municipal service finance, and affordable housing.

Leslie Parks will be responsible for the Economic Development Strategy. She has assisted with a number of consulting projects that include developing workforce and economic development strategies for clients such as the cities of San Jose, San Francisco, El Cerrito, Santa Rosa, and Redwood City. She has also consulted for workforce development programs in Portland, Maricopa County, Phoenix, Spokane, Fresno, San Bernardino County, and the California Workforce Association. That consulting work primarily focused on creating a seamless integration of workforce and economic development programs in order to more effectively deliver business services, leverage tools and resources, and support the growth of local companies. Her current assignments are with the cities of Half Moon Bay and Millbrae.

Resumes for Tim, Debbie and Leslie are provided in Attachment B.

### **Scope of Services**

In Attachment A to this letter, there are detailed scopes of services for both the Asset Management and for the Economic Development Strategy.

### **Timing**

As you will see in both the Asset Management scope and the Economic Development Strategy scope, meetings with you and key staff are planned throughout the effort. The

intent is to engage staff in both defining the direction of the effort and in the findings. The timeline to complete the work scope for the Asset Management Strategy is by the end of May.<sup>1</sup> The bulk of the Economic Development strategy will also be completed by the end of May, but it is anticipated that the strategy report will be finalized over the summer.

**Budget**

The following are the proposed budgets:

Asset Management Strategy	\$67,500
Economic Development Strategy	<u>\$52,823</u>
Total	\$120,303

We look forward to working with you on these interesting assignments. Should you have any questions or comments regarding this letter, please let us know.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.

  
Timothy C. Kelly

  
Debbie Kern

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<sup>1</sup> The Strategy will be complete by the end of May. However, it is likely that recommendations for partnering with cities (Task 9 of Strategy scope) will be submitted following the presentation to the Board of Supervisors, probably during the month of June.

**ATTACHMENT A: SCOPE OF SERVICES**

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## ASSET MANAGEMENT STRATEGY

The focus of the assessment management strategy will be on:

- Identifying and evaluating surplus sites, particularly high value assets
- Evaluating the potential to enhance revenue to the County from surplus properties
- Evaluating the opportunity to achieve revenue objectives through the formation of public/private partnerships
- Recommending a strategy for disposing of surplus assets to maximize revenues to the County

For this effort, we have received the following documents listing assets:

- County of San Mateo: Real Property Report 2011-12
- Economic Development List (excel file)
- Leased Facilities (excel file)
- Assets include:
  - Properties that are owned but not used by the County and are available for disposal (have already been declared as surplus)
  - Properties that are owned but not currently used by County but have been designated as desirable to “hold” for future County use
  - Properties that are owned by the County but are underutilized, of which portions may be available for disposal or to house County functions currently operating elsewhere and buildings
  - properties fully used by County
  - properties that are leased to private interests (need further information)
  - privately owned property leased by the County for the County’s use(need further information)

**Task 1: Initial categorizing of assets listed in documents into a range of time frames for feasible disposition, such as, immediate opportunities, midterm opportunities, and hold, based on the following:**

- Existing master plan and feasibility reports, such as, Event Center, Tower Road site, and FATCO site, etc.
- Ability of individual assets to benefit from current real estate trends – high value properties
- Regulatory Constraints/Complexity of Entitlement Process - General plan and zoning, use restrictions recorded on property deeds, number of regulatory agencies governing reuse of property
- County /non-profit uses on properties and the ability to relocate

- Existing contract documents, if available: building leases and ground leases
- Other known constraints : parcel size, infrastructure capacity

*Product:* In house data gathering that will be discussed further with initial findings presented with Task 2.

*Budget Estimate:* \$4,338

**Task 1a: (To be undertaken by County Counsel concurrently with Task 1)**

- Determine County process for disposition of surplus assets and Conditions on Disposition – Public bid process, ability for staff to select developer; prevailing wage requirements; differences between ground lease and fee simple sale; process for establishing business terms – highest bid, negotiation, fair market value; county’s role in processing entitlements and ability to obtain entitlements and then market property

**Task 2: Meeting with staff to review assets and revise initial categorization of assets and draft a one-page matrix summary of each property in the immediate and mid-term categories.**

*Product:* Development of an initial matrix of properties based on the findings in Tasks 1 and 1a and meeting with staff.

*Budget Estimate:* \$9,800

**Task 3: Address key questions related to selected assets in the immediate and midterm categories**

- Possible land use options (real estate market and valuation trends))
- Discussion and identification of possible desired public benefits

*Product:* Internal memo discussing the above topics for sites identified as being immediate and midterm opportunities.

*Budget Estimate:* \$14,763

**Task 4: Complete one-page matrix summary of each property in the immediate and mid-term categories**

- Size;
- Zoning and General Plan land use designations;
- Other Constraints;
- Possible Land uses;
- Infrastructure Needs;

- Entitlement Process;
- County's objectives for the property/desirable public benefits/preferred disposition option (ground lease/sale)

*Product:* Matrix and meeting with staff to discuss

*Budget Estimate:* \$5,623

**Task 5: Pretest Marketability of Immediate and Midterm Opportunities with Real Estate Community**

- Meet with commercial and residential developers to discuss strength of market interest in surplus sites
  - Discuss alternative disposition strategies: fee sale, lease, public/private partnership
  - Discuss land use and potential value range of asset
  - Preconditions necessary for effective disposition
- Revise one-page matrix summary of each property based on input from real estate community

*Product:* Internal memo

*Budget Estimate:* \$6,985

**Task 6: Prepare Draft Asset Management Strategy**

- Summary of immediate and mid-term opportunities sites and long-term hold sites
  - Potential land use;
  - Target disposition strategy;
  - Estimate of Revenue to County;
  - Critical path issues
- Actions necessary and timeline to implement asset strategy
  - Actions (including staffing recommendations) to be undertaken in FY 2012/13
  - Actions to be undertaken in the next 2 to 3 years
  - Long term asset strategy

*Product:* Draft Asset Management Strategy

*Budget Estimate:* \$13,095

**Task 7: Meet with Staff and Revise Strategy**

*Product:* Revised Asset Management Strategy

*Budget Estimate:* \$5,033

### **Task 8: Presentation to Board of Supervisors**

*Budge Estimate: \$1,930*

### **Task 9: Potential for Partnerships with Cities (This task will be undertaken following the presentation to the Board of Supervisors)**

- Conceptual framework for county participation – nature of county contribution (e.g. IFD, combining service districts, job training, sharing economic development staff); return requirements (e.g. sharing of municipal revenues); eligible projects (e.g. quality job creation, etc.);
- Outreach Process to cities to identify key development sites and terms of public/public partnerships

*Product: Memorandum*

*Budget Estimate: \$5,960*

KMA proposes to undertake this scope of work on a time and materials basis for a not-to-exceed fee of \$67,500. A detail of the expected number of staff hours for each task is provided as Attachment C. If our assignment involves more than 4-5 meetings and one public presentation, there may be a need to supplement our budget at a later time. Our hourly rate schedule is also included in Attachment C. The budget includes travel costs and materials. Consultant will provide one hard copy of report for reproduction and one electronic copy (pdf format).

## **ECONOMIC DEVELOPMENT STRATEGY**

### **I. Background**

The County of San Mateo has weathered the recent economic recession better than most areas of the country. The unemployment rate in December 2011 for the County was 7.2% compared to 11.1% for the state and 8.3% for the nation. Housing values have declined less than other parts of the Bay and the State. However, not all communities in the County are faring equally well. The region also faces ongoing global challenges as other areas of the world compete more successfully for jobs by offering a more skilled workforce, lower operating costs and less cumbersome regulatory processes that provide a more "speed-to-market" business climate for expanding businesses.

For these reasons, the County's Board of Supervisors believes it is critical to develop a short-term and longer term strategy for ensuring the economic vitality of the region. With the elimination of redevelopment, there will be a shift of resources that will allow the County to take a stronger leadership role in finding new solutions and ways to add value to stimulate growth and development in the region. There is an opportunity to leverage new public/private partnerships and collaborative relationships with cities and other economic development stakeholder groups that can improve the quality of jobs for residents; effectively address barriers to growth; strengthen the tax base; sustain a balanced, higher quality of life; and support a continued culture of innovation.

### **II. Project Understanding**

In order to address these new challenges, the County sees the opportunity to develop an economic development strategy that will provide a clear plan for guiding the region's economic future. To be successful, implementation of the plan will require collaboration with community partners, consensus on priority goals and outcomes, and the alignment and leveraging of resources.

The economic development strategy can help the County achieve the following priority economic development goals:

1. Identify the revenue base required to sustain County services. We feel this is a separate economic impact study that will require significant time and resources and, potentially, not yield feasible information.
2. Facilitate public/private partnerships to achieve key objectives
3. Define the mix of commercial industrial, residential and open space land use that will create a long-term stable tax base. (ABAG may already have these projections.)

4. Partner with the twenty cities located in the County to understand what drives local government economic development efforts and strategies. (Addressed by economic development partner interviews/focus group)
5. Identify programs and resources needed to position start-up businesses for success and assist existing businesses to expand. (Done as part of tools and resources for starting up businesses.)
6. Identify clusters of businesses that co-locate to maximize competitiveness and cost. (Industry cluster analysis.)
7. Address barriers for businesses that want to expand. (Business climate assessment - interviews of major employers.)
8. Identify demand occupations that drive workforce employment. (We are getting the occupations required of the target industries.)
9. Broaden and enhance programs that support the County's tourism industry. (This is really a study in itself if it's done correctly. Isn't the ConVis Bureau already undertaking a study?)
10. Support telecommunication and other infrastructure necessary to support the needs of County businesses. (This question can be asked of businesses as part of the Business Climate Survey.)

## PHASE I: WHERE ARE WE NOW?

### **Task 1: Kick-off meeting with project director and staff. \$1,715**

1. Review the project scope of work and schedule as well as the roles of the consultant and County staff.
2. Review and confirm the County's priority goals and outcomes for the strategy.
3. Identify key departments to be included in the economic development assessment.
4. Obtain copies of all relevant studies, reports, policies, and plans initiated by the County
5. Review the project scope of work and schedule as well as the roles of the consultant and staff.
6. Review and confirm the County's priority goals and outcomes for the strategy.
7. Identify key departments to be included in the economic development assessment.
8. Obtain copies of all relevant studies, reports, policies, and plans initiated by the County

### **Task 2: Submit revised scope of work and schedule.**

### **Task 3: Review all County studies, reports, plans and policies relevant to the strategy scope of work. \$1,400**

### **Task 4: Engage economic development partners and stakeholders in strategy process. \$685**

Prepare letter to cities in the County and major economic development stakeholder organizations announcing the economic and workforce development strategy and inviting them to participate by identifying a representative who can be interviewed by the consultant.

Note: Only few cities in the County have economic staff so other senior staff such as deputy city managers and directors of community development may choose to participate in the strategy process.

***Objective: Ensure that key economic development and workforce partners are engaged in the process for developing the County's workforce and economic development strategy.***

### **Task 5: Prepare Economic Base/ Industry Cluster Analysis to determine \$3,940**

The purpose of this analysis is to identify industries in which the County has a competitive advantage for attracting new business. The economic base and trends information for the local area will set the stage for target market identification. The analysis includes a detailed analysis of industry growth at the six-digit NAICS level for the County. Factors assessed include growth trends in:

- Employment
- Number of establishments
- Average regional wages by six digit NAICS from 2001-10
- National projected output and employment growth
- National capacity utilization rates for manufacturing industries as an indicator of expansion potential

Next, industries for which the County has particular advantages over other competing areas will be identified. The focus is on basic industries, i.e. those that bring new wealth into the local economy. A screening process will be used to narrow the list of industries included in the economic trend information to those that have the best potential for future growth, and industries that represent the appropriate targets for attraction. Factors used for screening and prioritizing include:

- Growth industries locally and industries that are growing at a faster rate in the region than in the nation as a whole.
- Industries that have above average projected output and employment growth nationally over the next 10 to 15 years.
- Within manufacturing, industries that have high capacity utilization rates nationally and are likely to expand in the near term.
- Firms that provide quality jobs to local residents and above average wages and
- Industries that will make significant capital investments

Once the initial screening process is complete, the next step will be to identify specific target clusters. Interdependent industries will be grouped together, including primary producers as well as related suppliers and other support industries. Clusters that have an established presence in the metro area, even if they are not currently in San Mateo County, are important because they may provide opportunities for expansion.

In addition to looking at growth trends for existing clusters in the region, additional opportunities to attract supplier industries that do not currently have a strong presence in the region using input/output data that shows detailed intra-industry transactions will be reviewed. Understanding linkages is important because these industries may provide opportunities for businesses to co-locate where there is demand for particular products or services from existing basic industries in the County, but there are no local suppliers.

Once all the targets have been identified based on the screening, additional industry intelligence including site location factors and occupations that are most important to each target industry as well as source areas and location patterns of these industries nationally will be identified.



***Objective: The analysis will determine what types of industries have been the most successful in the local area in recent years and which ones are likely to hold the best potential for future growth in the County. The outcome of this analysis will be particularly valuable to the economic development efforts of local cities.***

**Task 6: Economic Indicators Analysis \$3,800**

This analysis is an important step to assessing the County's economic development climate and evaluating success. This snapshot provides a quantitative evaluation of how the County is performing relative to the metro area and the state. The data can be expanded to include individual communities but that analysis can be deferred and included in recommendations as a way in which the County can add value to community economic development efforts.

A matrix of current performance metrics comparing San Mateo County to the larger region will be created. The analysis will identify the specific economic challenges as well as strengths for the County that will be factors in creating a climate for economic growth. These factors can be measured on an on-going basis to monitor success of the economic development program. Performance metrics include: Demographics, human capital, economy, New Economy indicators, costs that affect business operations and quality of life factors.

***Objective: Identify key opportunities and barriers to growth for the expansion of businesses in major industry sectors in the County***

**Task 7: Complete an asset map or scan of current resources, tools and \$1,400  
technical assistance programs to assist with new business formations.**

Potential resources include small business loan and financing programs; venture capital and angel investing; technical assistance and training programs; any state incentive programs.

***Objective: Identify resources and tools available to support new business formations and growth as well as the most effective of ways of making them available to local businesses.***

**Task 8: Business Climate Survey \$5,250**

The best way to assess the overall business climate is to interview a cross section of employers in the County. This effort will require the cooperation of local cities in identifying the list of firms and the appropriate individual for the interview. The businesses should represent a cross section of major industry sectors and retail. Information obtained from the interviews can be a valuable source of industry intelligence for the community but the names of businesses and those interviewed will be kept confidential unless companies give permission to reveal identities. Interviews will be summarized.

1. Twenty interviews will be done by phone.
2. Information to be obtained from interviews:
  - Industry classification
  - Years in business
  - How is business doing?
  - Current total employment
  - Any expansion plans
  - County's potential for attracting new companies
  - Critical market challenges
  - Opinion of the County as a place to do business
  - Cluster linkages (major customers, suppliers, strategic partners, service providers)

***Objective: Gain an understanding of how local businesses perceive the County (region) as a place to do business as well as identify key challenges and opportunities to their continued growth.***

**PHASE II: WHERE DO WE WANT TO GO?**

**Task 9: Meeting with Project Manager and staff for update on findings and progress on next set of tasks. \$700**

**Task 10: Convene a focus group of economic and workforce development stakeholders and partners in order to assess capacity, resources, how economic and workforce development services are delivered, challenges and opportunities. \$2,095**

Agenda topics include:

1. *Determine areas of alignment, duplication and opportunities for leveraging resources.*
2. *What is their awareness of the Workforce Investment Program? Do they refer people for services?*
3. *What is the current economic development program? What services and resources are provided to businesses?*
4. *Are there opportunities for greater alignment with workforce investment program*
5. *What are their organization's priority economic development goals?*
6. *Determine any gaps in resources/services that the County can fill.*
7. *Identify any opportunities for partnership.*
8. *What role do they see for the County in economic development?*
9. *In what ways can the County add value to economic development for cities?*

**Task 10.1: Individual interviews** **\$1,575**

Six individual interviews with senior representatives of the County's 21 cities, SAMCEDA, Labor, college district, San Mateo County Silicon Valley Convention and Visitors Bureau are allowed if stakeholder representatives cannot attend the focus group or if an in-person interviews is more appropriate.

***Objective: Gain insight and feedback from stakeholders and partners about the most appropriate role of the County in regional economic development.***

**Task 11: County Organizational Assessment** **\$5,775**

Interviews will be conducted with key department directors involved with economic development implementation. Planning, building, code enforcement, public works, housing and the County Executive's Office are key departments that will be reviewed to determine current roles and responsibilities related economic development, how these managers view the importance of economic development to the to the County's fiscal health, and what do they see as their role. This assessment will also identify current resources and tools available for supporting economic development. Allows for 12 interviews either in person or by phone

***Objective: Determine the internal capacity and the best organizational structure for creating a stronger regional economic development role for the County.***

**Task 11.1: Best practices: An investigative scan and interviews will be conducted to identify counties that have economic development programs that can be used as models for San Mateo County.** **\$1,750**

In particular, the effort will look at counties that also administer a workforce development program. This assessment will also be augmented with the perspectives about the County's potential role gained from interviews with economic development stakeholders and partners.

**Task 12: Workforce Investment Program Assessment** **\$8,188**

The quality of the workforce is a critical requirement of businesses competing in a global economy. Talent can now be accessed anywhere in the world. Consequently, to achieve goals of job creation and attraction and strengthen opportunities for upward mobility, workforce and economic development efforts need to be better integrated and aligned with respect to goals, effectively serving the needs of businesses, and leveraging resources. The assessment of the workforce development program will include a review of the draft strategic plan and interviews by phone or in-person with the director and staff to determine the following:

- Current program and services offered
- What is working and not working
- Who are key partners for effective delivery of services?
- Critical challenges and opportunities (short term and longer term)

- What can be done to raise the visibility and increase accessibility of the program?

Additional interviews will be conducted with key managers and staff of the Human Services Agency. Fifteen interviews are allocated for this task. Interviews with collaborative workforce development partners are included in Task 6.0.

Other tasks entailed in the workforce program assessment:

1. Identify three best practices for programs that integrate workforce and economic development and are relevant to the County's program. Interviews with program directors will be conducted.
2. Conduct a facilitated session with the WIB to present key findings and gain consensus on priority economic and workforce development goals; direction for actions and efforts that can achieve the goals; and strategic actions that can more effectively align and integrate the two worlds.

***Objective: Identify ways in which the current workforce development program can more effectively support and integrate with regional economic development efforts in order to create a more seamless service delivery system.***

### **PHASE III: HOW WILL WE GET THERE?**

**Task 13: Major stakeholders involved in economic and workforce development community will be convened to hear the findings from the target industry and economic base analysis and the business climate assessment.** **\$3,245**

Other topics for discussion and information to be gathered:

1. Key strengths and weaknesses
2. Critical challenges or "red flags"
3. Short term and longer term opportunities
4. Resources that can be contributed or leveraged
5. Ways in which the County can add value to regional economic development efforts?
6. What do we control with respect to our economic future?

The group will also discuss and reach consensus on priority regional economic and workforce development goals that may include:

- Job creation
- Job retention

- Strengthen tax base
- Expansion of wealth - upward mobility
- Economic self-sufficiency
- Smart growth

The meeting will be a three-hour facilitated session. Assistance from the County is needed to identify and confirm a location, promote and manage both meetings.

**Task 14: Meeting with County Project Manager, staff (and two supervisors and County Executive if so desired) to present findings from Tasks 4-8, and 10-13 and initial recommendations. \$1,050**

**Task 15: Economic Development Strategy Draft and Final Report \$8,045**

Meeting will be scheduled with project manager and staff to review the format or template for the report that shows how it will be organized (headings and subheadings). Please note that the proposed budget allows for two drafts and two rounds of editing. Additional drafts and rounds of editing can be accommodated but will be billed on the basis of time and materials.

**The first draft of the strategy will be provided after this meeting.**

**Task 16: Presentation of Economic Development Strategy (findings and recommendations) to the Board of Supervisors. \$2,210**

## **STAFFING**

Leslie Parks will be responsible for this scope of services.

## **BUDGET AND TIMING**

**Total Project Budget: \$52,823**

Please Note:

Leslie Parks proposes to undertake this scope of work on a time and materials basis for a not-to-exceed fee of \$52,823. If her assignment involves more than the number of meetings identified in the scope and one public presentation, there may be a need to supplement our budget at a later time. Her hourly rate schedule is \$175. The budget includes travel costs and materials. Consultant will provide one hard copy of report for reproduction and one electronic copy.

**Schedule:**

<b>PROJECT PHASE</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept.</b>
Task 1. Project Kick-off meeting	■						
Task 2. Submit final work plan	■						
Task 3. Review all studies, reports, plans and documents	■						
Task 4. Letter to economic development/workforce partners re: strategy	■						
Task 5. Economic Base/Industry Cluster Analysis	■	■					
Task 6. Economic Indicators		■					
Task 7. Asset map of start-up business resources		■					
Task 8. Business Climate Survey		■	■				
Task 9. Progress meeting			■				
Task 10. Focus group of economic development and workforce stakeholders			■				
Task 11. Best practices for county economic development role			■				
Task 12. Workforce Investment Program Assessment			■	■			
Task 13. Second meeting of stakeholders				■			
Task 14. Meeting with project manager, supervisors and CE to review findings and initial recommendations				■			
Task 15. Meeting with project manager to review report format. Draft report submitted August 1.				■	■		
Task 16. Presentation of draft findings and recommendations					■		

**Assumes that a contract is executed March 15, 2012 and that individuals needed for project meetings and interviews are available per the project timeline.**

**ATTACHMENT B: RESUMES**

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## **TIMOTHY C. KELLY, CRE**

*Mr. Kelly is a founder of the firm and serves as President. He is the Managing Principal of the San Francisco office. For more than 30 years, Mr. Kelly has provided his clients with real estate and financial expertise on urban development.*

### **Key Role**

Mr. Kelly has been an advisor on a wide range of commercial and residential developments. Many have been pioneering, ranging from Horton Plaza in San Diego to the Fairmont Hotel in San Jose to Bay Street Shopping Center in Emeryville. The depth of his experience provides him with exceptional skills to work with both private developers and the public sector. He is frequently asked to play a key role in developer selections, disposition negotiations, and presentations to public officials.

### *Areas of Specialization:*

#### ***Public Financing in Public/Private Partnerships***

Mr. Kelly has played a major role in structuring creative public private financing agreements. He has advised on agreements with Catellus, Forest City, CIM Group, Related Companies, Wolff Sesnon, Madison Marquette, MacFarlane Partners, and The Olson Company. Projects have included: Bay Street Shopping Center in Emeryville, Plaza de San Jose, On Broadway in Redwood City, San Jose Marriott, and San Jose Fairmont.

#### ***Development Agreements and Entitlement Strategies***

Mr. Kelly advises his clients on development agreements and entitlement strategies for surplus properties, underutilized industrial and commercial sites, and base closures. He specializes in developing strategies that balance development interests with requirements for public benefits, affordable housing and mixed use development. Assignments have included the Broadway Pointe in Walnut Creek, Chiron Campus in Emeryville, the former Santa Rita jail property in Dublin, and the Naval Fleet Industrial Supply Center in Alameda.

#### ***Disposition Strategies and Developer Selections***

Mr. Kelly assists his clients in evaluating and structuring land sales, ground leases and the sale of air rights. Assignments have included the SGI Campus in Mountain View, Century Theatres in San Mateo, multiple residential sites throughout the Bay Area and in Reno.

### **Professional Credentials**

A member of the prestigious American Society of Real Estate Counselors (CRE), Mr. Kelly is the past Chairman of the Northern California Chapter. Mr. Kelly currently serves on the Board of Directors of the California Redevelopment Association, a statewide organization comprised of 350 redevelopment agencies which provides information on legislative proposals and administrative regulations and professional development services to redevelopment agencies throughout the state. Mr. Kelly is a member of the ULI and ICSC. He has been a speaker at conferences for: ICSC, Community Redevelopment Association, ULI, and UC. An alumnus of UCLA, Mr. Kelly earned his undergraduate degree in economics there and continued at the Graduate School of Management where he earned his MBA.







## **DEBBIE KERN**

*Ms. Kern is a Senior Principal in Keyser Marston Associates' San Francisco office. She has over 20 years of experience in real estate consulting and specializes in fiscal and economic impact analysis and affordable housing finance.*

### **Key Role**

Ms. Kern specializes in the area of fiscal and economic impact analysis and manages housing related services for Keyser Marston clients in San Francisco. Her broad experience combined with strong technical skills provide her with unique ability to advise on conceptual issues as well as structuring complex public/private transactions.

### *Areas of Specialization*

#### ***Fiscal and Economic Impact Analysis***

Fiscal and economic impacts are becoming key factors in the approval process for new development and business expansion. Ms. Kern's expertise ranges from analyzing the impacts of specific businesses to helping municipalities establish standard approval policies and practices. Ms. Kern has analyzed the fiscal and economic impacts of businesses and real estate developments for both private and public sector clients. Ms. Kern is a leader in the field of structuring municipal service financing plans to ensure that new development generates sufficient revenues to fund needed services. Recent assignments include:

- Evaluated the fiscal impacts of the land use alternatives for the Ravenswood Specific Plan and prepared an infrastructure financing plan for Ravenswood;
- Evaluated the fiscal impacts of the proposed 1.1 million Stanford at Redwood City campus and advised the City regarding mechanisms to mitigate the fiscal impacts to be generated by the campus;
- Developed a municipal services financing plan for a 250 acre site to be developed with approximately 1,400 homes. The municipal services plan included services to be funded by special taxes, the General Fund, and the homeowners' association.

#### ***Affordable Housing***

Ms. Kern manages housing related services for KMA clients in San Francisco. The development of affordable housing has become a primary objective of communities throughout California and Ms. Kern has been instrumental in assisting redevelopment agencies:

- Negotiate and structure business terms of public/private partnerships for the development of new affordable housing;
- Establish program and financial strategies for increasing the supply of affordable housing that maximize the leveraging of local public subsidies;



- Issue bonds secured by Housing Set-aside Funds to fund affordable housing developments; and
- Establish and update affordable housing inclusionary programs.

### ***Conversion of Former Military Bases***

Ms. Kern is a specialist in the area of converting former military bases into civilian uses. She has been instrumental in negotiating the transfer of military bases to municipalities, developing reuse plans that meet the communities' objectives, assisting reuse authorities select private developer partners, structuring financing plans for successful redevelopment and the provision of affordable housing, and in successfully implementing new development. Major military base conversion assignments include Hamilton Air Force Base, Alameda Point, Fort Ord, Naval Medical Center at Oak Knoll, Oakland Army Base, and McClellan Air Force Base.

### **Professional Credentials**

Ms. Kern is a regular speaker on affordable housing issues at California Redevelopment Association seminars and has also spoken at Urban Land Institute and National Association of Homebuilders national conferences. Ms. Kern holds a master's degree in economics from Columbia University and a bachelor's degree in economics from the University of California at Berkeley. She is a member of the Phi Beta Kappa honor society.



## LESLIE SAYOKO PARKS

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408 264-1601 office and fax  
408 892-0019 mobile  
[lparks2000@earthlink.net](mailto:lparks2000@earthlink.net)



Leslie Parks has led a diverse range of economic development, redevelopment and workforce development programs throughout her career in Silicon Valley. She recently served as Director of Downtown Management and Industrial Development for the San Jose Redevelopment Agency where she was responsible for business recruitment and retention for the City's downtown and industrial areas. She has now returned to consulting in economic development, redevelopment and workforce development. Previously, she served as Director of Community Development for the City of San Carlos and Director of Economic Development and Workforce Development for the City of San Jose. She has also extensive experience in adult education having worked for UC Berkeley Extension and the University of Phoenix.

Leslie has assisted with a number of consulting projects that included an assessment of biotech opportunities; site location assessments for various companies; and preparation of economic development strategies and marketing strategies for clients such as San Jose, San Francisco, El Cerrito, Santa Rosa, and Redwood City. She has consulted for workforce development programs in Portland, Maricopa County, Phoenix, Spokane, Fresno, San Bernardino County, and the California Workforce Association. That consulting work primarily focused on creating a seamless integration of workforce and economic development programs in order to more effectively deliver business services, leverage tools and resources, and support the growth of local companies.

Leslie is also a trained facilitator through in strategic planning, community outreach and consensus building and is a frequent speaker at workforce and economic development conferences.

**ATTACHMENT C: BUDGET**

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**Keyser Marston Fee Proposal**  
**Asset Management Strategy**  
**County of San Mateo**

		KMA Hours				Budget Estimate
		Managing/ Senior Principal	Associate	Senior Analyst	Admin.	
	<i>Billing Rate</i>	\$275	\$168	\$150	\$80	
Task 1	<i>Initial Categorization of Assets</i>	10	5	5		<b>\$4,338</b>
Task 2	<i>Meeting with Staff and Preparation of Initial Property Matrix</i>	18	20	10		<b>\$9,800</b>
Task 3	<i>Review of Market Trends and Meeting to Discuss Public Benefit Objectives</i>	12	55	15		<b>\$14,763</b>
Task 4	<i>Complete one-page matrix of immediate and near-term opportunity properties</i>	8	15	5	2	<b>\$5,623</b>
Task 5	<i>Pretest sites with Real Estate Community</i>	16	10	5	2	<b>\$6,985</b>
Task 6	<i>Prepare Draft Asset Management Strategy</i>	20	30	15	4	<b>\$13,095</b>
Task 7	<i>Meet with Staff and Revise Strategy</i>	8	15	0	4	<b>\$5,033</b>
Task 8	<i>Presentation to Board of Supervisors</i>	4	4		2	<b>\$1,930</b>
Task 9	<i>Recommendations for Partnerships with Cities</i>	15	10		2	<b>\$5,960</b>
<b>Total</b>		<u>111</u>	<u>164</u>	<u>55</u>	<u>16</u>	<b>\$67,500</b>

**KEYSER MARSTON ASSOCIATES, INC.**  
**PUBLIC SECTOR HOURLY RATES**

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	<u>2011/2012</u>
A. JERRY KEYSER*	\$280.00
MANAGING PRINCIPALS*	\$280.00
SENIOR PRINCIPALS*	\$270.00
PRINCIPALS*	\$250.00
MANAGERS*	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

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\* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
KEYSER MARSTON ASSOCIATES, INC.**

THIS AGREEMENT, entered into this 13th day of March, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KEYSER MARSTON ASSOCIATES, INC. hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing an Asset Management and Economic Development Plan for the County.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Draft Proposal (including a description of the scope of services and the proposed budget) from Contractor dated March 5, 2012
- Exhibit B—Payments and rates
- Attachment I—§504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One hundred twenty thousand, three hundred and three dollars (\$120,303).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 13, 2012 through September 30, 2012.

This Agreement may be terminated by Contractor, the County Manager, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

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

**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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from Contractor's negligence or willful misconduct in the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, 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 thereof 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 the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (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, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the 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 this 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 shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail,

postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:**  
David Holland  
Assistant County Manager  
San Mateo County  
400 County Center  
Redwood City, Ca. 94063-1663  
Fax: 650 363-1916

**In the case of Contractor, to:**  
Timothy C. Kelly  
Keyser Marston Associates  
55 Pacific Avenue Mall  
San Francisco, Ca. 94111  
Fax: 415 397-5065

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_

, y

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KEYSER MARSTON ASSOCIATES, INC.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

## **EXHIBIT B**

A budget estimate is incorporated into the scope of services described in Exhibit A. A total payment of \$120,303 is budgeted and anticipated. The budgeted amounts for each task is to be invoiced when that task is completed. Payment shall be due within 30 days of the County's receipt of the invoice.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING THE COUNTY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES INC. IN THE AMOUNT OF \$120,303, TO PROVIDE AN ASSET MANAGEMENT AND ECONOMIC DEVELOPMENT PLAN FOR THE COUNTY; AND AUTHORIZING THE COUNTY MANAGER, OR HIS DESIGNEE, TO EXECUTE SUBSEQUENT AMENDMENTS AND MINOR MODIFICATIONS IN AN AMOUNT NOT TO EXCEED \$25,000**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that:

**WHEREAS**, this Board believes that the County needs to be more proactive in generating revenue from its assets, and improving the region’s economic development environment, and that an economic development strategy will help to achieve that goal; and

**WHEREAS**, Keyser Marston Associates, Inc. (KMA) is experienced in the development of asset management and economic development strategies and has proposed providing the County with an Economic Development Strategy report; ; and

**WHEREAS**, waiving the RFP process is being requested because KMA has a wealth of expertise and relationships in the Bay Area that will expedite efforts to implement a viable economic plan for the County

**WHEREAS**, this Board has been presented with a form of agreement with KMA and said Board has examined and approved same as to both form and content and desires to enter into same.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Request for Proposal process is waived and the County Manager, or his designee, is authorized to execute the agreement with KMA in the amount of \$120,303.

Be it further resolved that the County Manager, or his designee, is authorized to execute subsequent amendments and minor modifications in an amount not to exceed \$25,000.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
County Manager's Office



**DATE:** February 23, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Steve Alms, Manager, Real Property Division

**SUBJECT:** Amendments to Lease Agreements 1185 and 1262 with Harbor Belmont Associates, a California General Partnership.

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

1. Execution of a Fifth Amendment to Lease Agreement with Harbor Belmont Associates, a California General Partnership, of office space at 264 Harbor Boulevard, Belmont, California, extending the Term for one year to April 30, 2013 at the current monthly Base Rent of \$38,422.80 and authorizing the County to terminate the Lease on 90 days notice; and a First Amendment to Lease Agreement with Harbor Belmont Associates, a California General Partnership, of office space at 310 Harbor Boulevard, Belmont, California extending the Term for one year to April 30, 2013 at the current monthly Base Rent of \$19,920.00 and authorizing the County to terminate the Lease on 90 days notice; and
2. County Manager or his designee to accept or execute notices, options and documents associated with the amendments and leases including, but not limited to, extension or termination of the leases under the terms set forth therein.

**BACKGROUND:**

In December 1992, the County and Harbor Belmont Associates, (the "Landlord") entered into a Lease Agreement of office space at 264 Harbor Boulevard in Belmont, for the use of the Human Services Agency, Department of Housing and Housing Authority. The County and Landlord subsequently entered into a series of amendments to the 264 Harbor Boulevard Lease which modified the area of the Premises. The 264 Harbor Boulevard Lease expires on April 30, 2012. The County and Landlord desire to further amend the 264 Harbor Boulevard Lease to extend the Term for one additional year to April 30, 2013 and authorize the County to terminate the Lease on 90 days notice, but otherwise continue at the current Base Rent and under the same terms and conditions.

In November of 2003, the County and Landlord entered into a Lease Agreement of office space at 310 Harbor Boulevard in Belmont, for the use of various programs of the Human Services Agency ("HSA"). The Premises is now occupied by Behavioral Health and

Recovery Services. The 310 Harbor Boulevard Lease expires on April 30, 2012. The County and Landlord desire to amend the 310 Harbor Boulevard Lease to extend the Term for one additional year to April 30, 2013 and authorize the County to terminate the 310 Harbor Boulevard Lease on 90 days notice, but otherwise continue at the current Base Rent and under the same terms and conditions. Each Amendment is subject to and conditioned upon the concurrent execution and approval of the other.

**DISCUSSION:**

To facilitate relocation to Circle Star Plaza of the units occupying the leased facilities, Real Property Services has negotiated a Fifth Amendment to Lease Agreement which extends the Term the Lease at 264 Harbor Boulevard for one year to April 30, 2013, at the current base rent of \$38,422.80 and authorizes the County to terminate the Lease on 90 days notice. Real Property Services has negotiated a First Amendment to Lease Agreement which extends the Term the Lease at 310 Harbor Boulevard for one year to April 30, 2013, at the current base rent of \$19,920.00 and authorizes the County to terminate the Lease on 90 days notice. There are no changes to the Premises or use of the facilities as a result of the Amendments.

County Counsel has reviewed and approved the Amendments and Resolution as to form. The Directors of Housing and the Human Services Agency concur in this recommendation.

Approval of the Amendments contributes to the Shared Vision 2025 outcome of a Healthy Community by establishing agreements that allow the County of San Mateo to continue to provide essential functions from a centralized location.

**Performance Measure(s):**

Real Property Services strives to maintain an average cost of leased facilities that compares favorably with the average asking rate for comparable facilities in the County. The rental rate for the leased area at 264 Harbor is \$1.80 per square foot per month for office space, which compares favorably with the Countywide average asking rate of \$3.16 per month and the Belmont/San Carlos average asking rate of \$2.51 per month.

Measure	FY 2012-13 Actual	Avg. Asking Rate San Mateo County Q4-2012
Monthly Rate (Office):	\$1.80 and \$1.66	\$3.16

**FISCAL IMPACT:**

The initial monthly rents of \$38,422.80 and \$19,920.00 per month are included in the adopted FY 2011-12 budgets of the Human Services Agency and Housing Department, respectively.

cc:/enc: Eugene Whitlock, Deputy County Counsel  
 cc: Beverly Beasley Johnson, Director, Human Services Agency  
 Duane Bay, Director, Department of Housing

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE 1) EXECUTION OF A FIFTH AMENDMENT TO LEASE AGREEMENT WITH HARBOR BELMONT ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, OF OFFICE SPACE AT 264 HARBOR BOULEVARD, BELMONT, CALIFORNIA, EXTENDING THE TERM FOR ONE YEAR TO APRIL 30, 2013 AT THE CURRENT MONTHLY BASE RENT OF \$38,422.80 AND AUTHORIZING THE COUNTY TO TERMINATE THE LEASE ON 90 DAYS NOTICE; AND A FIRST AMENDMENT TO LEASE AGREEMENT WITH HARBOR BELMONT ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, OF OFFICE SPACE AT 310 HARBOR BOULEVARD, BELMONT, CALIFORNIA, EXTENDING THE TERM FOR ONE YEAR TO APRIL 30, 2013 AT THE CURRENT MONTHLY BASE RENT OF \$19,920.00 AND AUTHORIZING THE COUNTY TO TERMINATE THE LEASE ON 90 DAYS NOTICE; AND 2) COUNTY MANAGER OR HIS DESIGNEE TO ACCEPT OR EXECUTE NOTICES, OPTIONS AND DOCUMENTS ASSOCIATED WITH THE AMENDMENTS AND LEASES INCLUDING, BUT NOT LIMITED TO, EXTENSION OR TERMINATION OF THE LEASES UNDER THE TERMS SET FORTH THEREIN.  
(LEASE NO. 1185 AND 1262)**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, since 1992, the County has leased from Harbor Belmont Associates (Landlord) office space at 264 Harbor Boulevard, Belmont, California, and

**WHEREAS**, since 2003, the County has leased from Harbor Belmont Associates (Landlord) office space at 310 Harbor Boulevard, Belmont, California, and

**WHEREAS**, the Leases expire on April 30, 2012 and County and Landlord wish to amend the agreements to extend the term and provide for termination by the County giving ninety days notice; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance a Fifth Amendment to Lease Agreement, reference to which is hereby made for further particulars, which amends and extends the term of the Lease for one year to April 30, 2013, at the current monthly base rent of \$38,422.80 per month and authorizes the County to terminate the Lease on 90 days notice, in accordance with the terms and conditions contained in the Fifth Amendment and the Lease, and there has been presented to this Board of Supervisors for its consideration and acceptance a First Amendment to Lease Agreement, reference to which is hereby made for further particulars, which amends and extends the term of the Lease for one year to April 30, 2013, at the current monthly base rent of \$19,920.00 per month and authorizes the County to terminate the Lease on 90 days notice, in accordance with the terms and conditions contained in the First Amendment and the Lease,

**WHEREAS**, this Board has been presented with the Fifth Amendment to Lease and the First Amendment to Lease and has examined and approved same as to both form and content and desires to enter into same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be, and is hereby, authorized and directed to concurrently execute said Fifth Amendment and First Amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

**IT IS FURTHER DETERMINED AND ORDERED** that the County Manager or his designee is hereby authorized to accept or execute on behalf of the County, any and

all notices, options and documents associated with the Fifth Amendment and Lease and the First Amendment and Lease including, but not limited to, extension or termination of the Lease agreements under the terms set forth therein.

\* \* \* \* \*

**FIRST AMENDMENT TO LEASE AGREEMENT  
No. 1262**

This First Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of \_\_\_\_\_, 2012 is by and between HARBOR BELMONT ASSOCIATES, a California General Partnership ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

**Recitals**

A. As authorized by San Mateo County Resolution No. 66410, Landlord and Tenant entered into a lease agreement, dated for reference purposes as of November 1, 2003, for approximately 21170 square feet of rentable space (the "Premises") in that certain building commonly known as 310 Harbor Boulevard, Belmont, California, in the Harbor Business park (Lease No. 1262), hereinafter "Lease").

B. The Lease expires on April 30, 2012.

C. Concurrent with this First Amendment, County and Landlord are amending Lease No. 1185, that certain Lease by and between County and Landlord of a 21,346 square foot portion of that certain building commonly known as 264 Harbor Boulevard, Belmont, California in the Harbor Business Park ("Fifth Amendment To Lease Agreement").

D. This First Amendment is subject to and conditioned upon the concurrent approval and execution by the parties of such Fifth Amendment of Lease No. 1185.

E. Landlord and County wish to amend the Lease to extend the Term under the same terms and conditions and to grant County the right to terminate the Lease as herein set forth.

**Agreement**

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises.** Any reference to the Premises or Rentable Area of the Premises notwithstanding, the Premises shall be comprised of approximately 12,000 rentable square feet.
2. **Term.** Any reference to the Initial Term or Expiration Date of the Lease notwithstanding, the Expiration Date of the Lease is hereby amended to April 30, 2013.
3. **Base Rent.** Any references to the Base Rent of the Lease notwithstanding, effective May 1, 2012, the Base Rent shall be \$19,920 per month, which rate shall be in effect through April 30, 2013.

4. **Early Termination.** Any references to the early termination of the Lease notwithstanding, County shall have the right to terminate such Lease, without any penalty, fee or other liability, by giving Landlord not less than ninety (90) days prior written notice (the "Termination Option").
5. **Effective Date; Approval.** This First Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this First Amendment, and the First Amendment is duly executed by the County and the Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIRST AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIRST AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

6. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
7. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease remain in full force and effect except as expressly amended herein. The Lease as amended by this First Amendment constitutes the entire agreement between Landlord and County regarding the leased premises and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall control.

**Balance of Page Intentionally Blank**

Landlord and County have executed this First Amendment as of the date first written above.

**LANDLORD:**  
HARBOR BELMONT ASSOCIATES,  
a California General Partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY:**  
COUNTY OF SAN MATEO,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Adrienne J. Tissier  
President, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board

Resolution No.: \_\_\_\_\_



**FIFTH AMENDMENT TO LEASE AGREEMENT**  
**Lease No. 1185**

This Fifth Amendment to Lease Agreement ("Fifth Amendment"), dated for reference purposes only as of \_\_\_\_\_, 2012, is by and between HARBOR BELMONT ASSOCIATES, a California General Partnership ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

**Recitals**

A. As authorized by San Mateo County Resolution No. 56751, Landlord and Tenant entered into a lease agreement dated December 8, 1992 of approximately 21,346 square feet of office space in that certain building commonly known as 264 Harbor Boulevard, Belmont, California (the "Building") in the Harbor Business Park ("Lease No. 1185").

B. Lease No. 1185 has been amended as authorized by San Mateo County Resolution No. 65195 adopted April 16, 2002, Resolution No. 65461 adopted July 30, 2002, Resolution No. 66238 adopted September 9, 2003 and Resolution No. 66410 adopted December 16, 2003 (the "Lease As Amended"). The amendments modified the premises to consist of 29,331 square feet, which is the entire Building, modified the Base Rent accordingly, set forth improvements to be completed by Landlord, extended the Term, and provided the County the right to relinquish a portion of the Premises by giving thirty days written notice to the Landlord. The County elected to relinquish 7,985 feet of the premises effective September 30, 2011 leaving the premises at 21,346 square feet.

C. Concurrent with this Fifth Amendment, County and Landlord are amending Lease No. 1262, that certain Lease by and between County and Landlord of a 12,000 square foot portion of that certain building commonly known as 310 Harbor Boulevard, Belmont, California in the Harbor Business Park ("First Amendment To Lease Agreement").

D. This Fifth Amendment is subject to and conditioned upon the concurrent approval and execution by the parties of such First Amendment of Lease No. 1262.

E. County and Landlord wish to further amend Lease No. 1185 as herein set forth.

## Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Any references to the Term, Termination Date or Early Termination in the Lease As Amended notwithstanding, the Expiration Date of the Lease is hereby extended and amended to April 30, 2013. This provision shall apply to the entire Premises, and County shall have no right during the Term to reduce the area of the Premises or terminate the Lease As Amended as to a portion of the Premises by giving notice to Landlord.
2. **Rent.** Any reference to the Base Rent of the Lease As Amended notwithstanding; effective May 1, 2012 (the "Effective Date"), the Base Rent shall be \$38,422.80 per month, which rate shall be in effect through April 30, 2013.
3. **Early Termination.** Any references to the early termination of the Lease notwithstanding, County shall have the right to terminate such Lease, without any penalty, fee or other liability, by giving Landlord not less than ninety (90) days prior written notice (the "Termination Option").
4. **Effective Date; Approval.** Subject to the condition set forth in Section D of the above Recitals, this Fifth Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Fifth Amendment, and the Fifth Amendment is duly executed by the County and the Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, THE LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF THE COUNTY HAS AUTHORITY TO COMMIT THE COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIFTH AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF THE COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIFTH AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF THE COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON THE COUNTY.

7. **Counterparts**. This Fifth Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
  
8. **No Further Amendments; Conflicts**. All the terms and conditions of the Lease As Amended remain in full force and effect except as expressly amended herein. The Lease as amended by this Fifth Amendment constitutes the entire agreement between the Landlord and the County regarding the leased premises and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Lease As Amended and the terms of this Fifth Amendment, the terms of this Fifth Amendment shall control.

The Landlord and the County have executed this Lease Fifth Amendment as of the date first written above.

**LANDLORD:**  
HARBOR BELMONT ASSOCIATES,  
a California General Partnership

By: \_\_\_\_\_  
Phillip H. Raiser  
Agent of JHR TRUST, General Partner

**COUNTY:**  
COUNTY OF SAN MATEO,  
a political subdivision of the State of  
California

By: \_\_\_\_\_  
Adrienne J. Tissier  
President, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board

Resolution No.: \_\_\_\_\_



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
County Manager's Office



**DATE:** February 27, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** 5 Days Posting  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Steve Alms, Manager, Real Property Division

**SUBJECT:** Quitclaim of County sewer easement to the City of San Mateo over a portion of property located at 2000 South Delaware in the City of San Mateo and owned by the Redevelopment Agency of the City of San Mateo

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

1. Board President to execute a Quitclaim Deed granting a sewer easement to the City of San Mateo over a portion of 2000 South Delaware Street located in the City of San Mateo and owned by the Redevelopment Agency of the City of San Mateo; and
2. County Manager or designee to execute any documents necessary to complete the transfer.

**BACKGROUND:**

In May of 1929 the County of San Mateo acquired a sewer easement along a 42 acre tract of land on South Delaware Street. In September of 1929 the County of San Mateo approved the annexation by the City of San Mateo of territory that included the property encumbered by this sewer easement. While the territory inclusive of the street transferred to the City of San Mateo, the County continues to hold title to the sewer easement.

**DISCUSSION:**

To facilitate the San Mateo Family and Workforce Housing Project, a development by Mid-Peninsula Housing Corporation (Mid-Pen) to provide 120 units of affordable housing at 2000 South Delaware Street, Mid-Pen has requested the County quitclaim to the City of San Mateo the sewer easement that encumbers a portion of the parcel. The County does not operate a sewer district in this area or operate and maintain the sewer line. Once the City of San Mateo accepts the sewer easement from the County, the City will abandon the easement thereby facilitating development of the parcel.

The Department of Public Works has reviewed the matter and determined that the

easement is not necessary for County purposes. Based on the size and type of easement it is reasonable to conclude that the value of the easement is nominal and below the \$25,000 threshold, which allows the County to convey its rights pursuant to Government Code Section 25526.5. This section does require posting of public notice for a period of five working days prior to affecting transfer.

County Counsel has reviewed and approved the Quitclaim as to form and the Resolution. The Director of Public Works concurs in this recommendation.

Approval of the Quitclaim contributes to the Shared Vision 2025 outcome of a Livable Community by promoting affordable, livable, and connected communities.

**FISCAL IMPACT:**

There is no impact to the General Fund.

cc:/enc: Eugene Whitlock, Deputy County Counsel  
cc: Jim Porter, Public Works Agency

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE BOARD PRESIDENT TO 1) EXECUTE A QUITCLAIM DEED GRANTING A SEWER EASEMENT TO THE CITY OF SAN MATEO OVER A PORTION OF 2000 SOUTH DELAWARE STREET LOCATED IN THE CITY OF SAN MATEO AND OWNED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SAN MATEO; AND 2) COUNTY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE THE TRANSFER**

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, In May of 1929 the County of San Mateo acquired a sewer easement across a 42 acre tract of land on South Delaware Street in the City of San Mateo, and

**WHEREAS**, In September of 1929 the County of San Mateo approved the annexation by the City of San Mateo of territory that included the property subject to the sewer easement, and

**WHEREAS**, to facilitate the San Mateo Family and Workforce Housing Project, a development by Mid-Peninsula Housing Corporation (Mid-Pen) at 2000 South Delaware Street, Mid-Pen has requested a quitclaim of a sewer easement that encumbers the parcel under development; and

**WHEREAS**, this Board finds that the sewer easement is not necessary for County purposes and is of nominal value; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance a Quitclaim Deed, reference to which is hereby made for further particulars

**WHEREAS**, this Board has approved same as to both form and content and desires to execute same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be authorized to execute a Quitclaim Deed over of a sewer easement over a portion of 2000 South Delaware Street in the City of San Mateo to the City of San Mateo, pursuant to Government Code Section 25526.5 with five days public notice prior to the transfer.

**IT IS FURTHER DETERMINED AND ORDERED** that the County Manager or designee is hereby authorized to execute any documents necessary to complete the transfer.

\* \* \* \* \*



WHEN RECORDED MAIL TO:  
Public Works Department  
City of San Mateo  
330 W. 20th Avenue  
San Mateo, CA 94403

NO FEE DOCUMENT  
Per Government Code 6103  
No Document Transfer Tax  
Per R & T Code 11922

APN: 035-320-120 (portion of)

THIS SPACE FOR RECORDER'S USE ONLY

### QUITCLAIM DEED

The COUNTY OF SAN MATEO, a political subdivision of the State of California, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM

to the City of San Mateo that certain sanitary sewer easement situated in the County of San Mateo, State of California as bounded and described as follows:

**SEE EXHIBITS "A" and "B"**  
attached hereto and made a part hereof.

GRANTOR:

COUNTY OF SAN MATEO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Adrienne J. Tissier  
President, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisor

(ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT)

## 6.0' Wide Sanitary Sewer Easement Abandonment

### EXHIBIT A

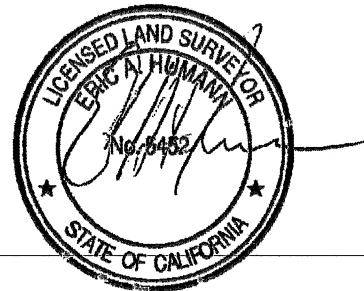
### LEGAL DESCRIPTION

Real property situated in the City of San Mateo, County of San Mateo, state of California, described as follows:

Portion of that certain parcel of land described in the deed to Redevelopment Agency of City of San Mateo, recorded May 11, 2007 under Document No. 2007-73261, at the Office of San Mateo County Recorder, also being portion of that parcel of land described in the sanitary sewer easement to county of San Mateo recorded May 29, 1929 in Book 416, page 285 Official Records of San Mateo County, more particularly described as follows:

A strip of land six feet (6.00') in width lying adjacent to, parallel with, and easterly of the westerly line of the aforementioned parcel (2007-73261); the easterly line of said strip shall be lengthened or shortened northerly and southerly to terminate respectively at the most northern and southern lines of said parcel (2007-73261).

Containing 3,632 square feet more or less.



CITY OF SAN MATEO  
 APN 035-320-360  
 AK82656  
 (02/16/1977)

S.B.E. 279-41-32  
 PARCEL 3

605.65'

S89°38'40"E  
 20.27'

N09°03'50"W

221.15'

S09°03'50"E

6.0' WIDE SANITARY SEWER  
 EASEMENT PER 416 OR 285  
 TO BE ABANDONED



BP WEST COAST PRODUCTS LLC  
 APN 035-320-110  
 2002-212293  
 (10/21/2002)



SCALE: 1" = 60'

19TH AVENUE R.O.W. VARIES

218.71'

S83°48'00"W

N83°48'00"E

217.79'

40.00'

40.00'

S06°12'00"E

SOUTH DELAWARE STREET

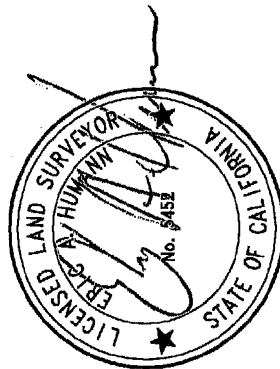
381.70'

40.00'

40.00'

80.0' R.O.W.

BERMUDA  
 DRIVE  
 60.0' R.O.W.



Redevelopment Agency of  
 City of San Mateo  
 Doc. No. 2007-73261



HUMANN COMPANY INC.

ENGINEERING - SURVEYING  
 1021 BROWN AVE. LAFAYETTE, CA 94549  
 PH (925)283-5000 FAX (925)283-3578

EXHIBIT "B"

6.0' Wide Sanitary Sewer Easement Abandonment  
 SAN MATEO  
 CALIFORNIA

SCALE 1" = 60'

DATE 12/07/2011

BY H.N.

JOB NO. 09083




**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office



**DATE:** February 27, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** 4/5 Vote

**TO:** Honorable Board of Supervisors

**FROM:** Steve Alms, Manager, Real Property Division 

**SUBJECT:** Declare Assessor's Parcel Number 056-210-360 on Arnold Way in the City of Half Moon Bay as surplus and quitclaim to the Housing Authority of the County of San Mateo

**RECOMMENDATION:**

Adopt a Resolution:

1. Finding that Assessor's Parcel Number 056-210-360 consisting of 1.1 acres on Arnold Way in the City of Half Moon Bay is not required for County use and is suitable for use for affordable housing purposes; and
2. Authorizing and directing the County Manager, or his designee, to execute a Quitclaim Deed conveying Assessor's Parcel Number 056-210-360 to the Housing Authority of the County of San Mateo; and
3. Authorizing and directing the County Manager, or his designee, to execute on behalf of the County any documents necessary to complete the transfer.

**BACKGROUND:**

On August 9, 2011 your Board approved the execution of an exchange agreement with Peninsula Open Space Trust and the City of Half Moon Bay. The property acquired by the County in that exchange is identified as Assessor's Parcel Number 056-210-360 (the "Property") and consisting of 1.1 acres located on Arnold Way in the City of Half Moon Bay. The County took title to the Property on January 20, 2012. On February 2, 2012 your Board approved an agreement with Mid-Pen Housing Corporation for development of senior housing on the Property.

**DISCUSSION:**

Transfer of the Property to the Housing Authority of the County of San Mateo will facilitate the development of the Half Moon Village Redevelopment Project ("Project") and will increase the supply of affordable senior housing within the City of Half Moon Bay. Development of the Property will provide 45 units of affordable housing in the area adjacent to the existing senior apartment community Lesley Gardens.

Transfer of the Property to the Housing Authority is necessary to proceed with financing for the project. The Housing Authority anticipates the transfer of the Project at a later date to an affiliate of the Housing Authority. Any such transfer will require a future action of the Board.

Government Code Section 25365 authorizes the Board of Supervisors, by a four fifths vote, to convey surplus property to any housing authority, upon such terms and conditions as are agreed upon between the parties.

It is in the best interest of the County to transfer the Property to the Housing Authority to provide affordable housing to persons and families of low or moderate income.

County Counsel has reviewed and approved the Resolution and Quitclaim as to form. The Director of Housing concurs in this recommendation.

Approval of the Quitclaim contributes to the Shared Vision 2025 outcome of a Livable Community by promoting affordable, livable, and connected communities.

**FISCAL IMPACT:**

There is no impact on the General Fund.

cc: John Maltbie, Acting County Manager  
Lee Thompson, Chief Deputy County Counsel  
Duane Bay, Director of Housing

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION 1) FINDING THAT ASSESSOR'S PARCEL NUMBER 056-210-360 CONSISTING OF 1.1 ACRES ON ARNOLD WAY IN THE CITY OF HALF MOON BAY IS NOT REQUIRED FOR COUNTY USE AND IS SUITABLE FOR USE FOR AFFORDABLE HOUSING PURPOSES; AND 2) AUTHORIZING AND DIRECTING THE COUNTY MANAGER, OR HIS DESIGNEE, TO EXECUTE A QUITCLAIM DEED CONVEYING ASSESSOR'S PARCEL NUMBER 056-210-360 TO THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO; AND 3) AUTHORIZING AND DIRECTING THE COUNTY MANAGER, OR HIS DESIGNEE, TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE THE TRANSFER.

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, On August 9, 2011 the County acquired Assessor's Parcel Number 056-210-360 located on Arnold Way in the City of Half Moon Bay, as Exhibit A, incorporated herein by this reference (the "Property"); and

**WHEREAS**, Section 25365 of the Government Code authorizes the Board of Supervisors, by a four fifths vote, to convey to any housing authority, upon such terms and conditions as are agreed, property that is not required for County use; and

**WHEREAS**, the Board finds that the Property is not required for County use and is suitable to provide affordable housing to persons and families of low or moderate income; and

**WHEREAS**, it is in the County's best interests to provide affordable senior housing to persons and families of low or moderate income; and

**WHEREAS**, the Housing Authority of the County of San Mateo ("Housing Authority") has an agreement with MidPen Housing Corporation to develop affordable senior housing on the Property; and

**WHEREAS**, there has been presented to this Board for its consideration and acceptance a Quitclaim Deed of the Property to the Housing Authority reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to execute same; and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:**

1. This Board finds that the Property is not required for County use and is suitable for affordable housing, and;
2. The County Manager, or his designee, is hereby authorized and directed to execute the Quitclaim Deed for and on behalf of the County of San Mateo, conveying the Property to the Housing Authority of the County of San Mateo; and
3. The County Manager, or his designee, is hereby authorized and directed to accept or execute on behalf of the County, any documents necessary to complete said conveyance and to meet the intent of this Resolution and this Board.

WHEN RECORDED MAIL TO:

Bill Lowell  
Executive Director  
San Mateo County Housing Authority  
264 Harbor Blvd., Bldg A  
Belmont, Ca 94002

NO FEE DOCUMENT

Per Government Code 6103

No Document Transfer Tax

Per R & T Code 11922

APN: 056-210-360

THIS SPACE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

The COUNTY OF SAN MATEO, a political subdivision of the State of California, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM

to the Housing Authority of the County of San Mateo, a public corporation, all that real property situated in the County of San Mateo, State of California as bounded and described as follows:

**SEE EXHIBIT "A"**  
**attached hereto and made a part hereof.**

GRANTOR:

COUNTY OF SAN MATEO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisor

(ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT)



## EXHIBIT A

The land referred to is situated in the County of San Mateo, City of Half Moon Bay, State of California, and is described as follows:

### PARCEL ONE:

PARCEL C, as delineated upon that certain Map entitled, "Parcel Map, 'Being a subdivision of Parcel One as described in that Lot line adjustment Recorded under Serial Number 1999-131220, August 2, 1999, in the Office of the County Recorder, San Mateo County, State of California, City of Half Moon Bay, California", filed for Record in the Office of the Recorder of the County of San Mateo, State of California on April 23, 2001 in Book 73 of Parcel Maps, at Page 68-69.

### PARCEL TWO:

A Non-exclusive Easement for Right of Way Described as follows:

A portion of "Parcel Two" as said Parcel is described in that certain Lot line adjustment filed as Document # 1999-131220 on August 2, 1999 in the Office of the Recorder of San Mateo County, State of California more particularly described as follows:

A strip of land 10 feet in width lying Northerly and adjacent to the Southerly line of said "Parcel Two", beginning at the Southwesterly corner of said "Parcel Two" thence North 85° 45' 00" East 340.00 feet to the Easterly boundary of said "Parcel Two";

### PARCEL THREE:

A Non-Exclusive Easement for Public Utility Described as follows:

A Portion of "Parcel Two" as said Parcel is described in that certain Lot line adjustment filed as Document # 1999-131220 on August 12, 1999 in the Office of the Recorder of San Mateo County, State of California more particularly described as follows:

A Strip of land 5 feet in width lying Northerly and adjacent to the above described right of way; beginning at a point North 5° 15' 00" West from the Southwesterly corner of said "Parcel Two"; thence North 85° 45' 00" East 340.27 feet to the Easterly boundary of said "Parcel Two".

APN: 056-210-360-6

JPN: 056-021-210-07.03.00



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
**Department of Public Works**



**DATE:** February 24, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** James C. Porter, Director of Public Works  
**SUBJECT:** Appointment to Redevelopment Oversight Board

**RECOMMENDATION:**

Acting as the governing board of the San Mateo County Flood Control District approve the appointment of Neil R. Cullen to the Oversight Board for the Successor Agency to the dissolved South San Francisco Redevelopment Agency.

**BACKGROUND:**

Pursuant to ABx1 26 and the California Supreme Court's *Matosantos* decision, all redevelopment agencies (RDAs) in the State were dissolved effective February 1, 2012. As of that date, each of the thirteen RDAs in San Mateo County were succeeded by "Successor Agencies" for the purpose of winding down the former RDAs' affairs.

In San Mateo County, Oversight Boards must be formed to oversee the Successor Agencies winding down of the affairs of each of the following former RDAs: Belmont, Brisbane, Daly City, East Palo Alto, Foster City, Menlo Park, Millbrae, Pacifica, Redwood City, San Bruno, San Carlos, San Mateo, and South San Francisco.

**DISCUSSION:**

Pursuant to ABx1 26, each Successor Agency shall be overseen by a seven-member "Oversight Board." Each seven member board shall consist of individuals appointed by: the County Board of Supervisors (2 members); the mayor of the RDA's sponsoring city (1 member); the County Board of Education (1 member); the Chancellor of California Community Colleges (one member); the largest special district taxing entity (one member); and member appointed by the mayor to represent the employees of the former RDA from the employee organization representing the largest number of RDA employees, if any (one member). The Colma Creek Flood Control Zone (Zone) is the largest special district taxing entity for the former South San Francisco RDA.

Pursuant to ABx1 26, each Oversight Board member serves at the pleasure of the entity that appointed such member or until July 1, 2016, when each of the thirteen Oversight

Boards within the County shall be dissolved and replaced with a single countywide Oversight Board.

Staff contacted potential nominees to represent the interests of the Zone based on their prior experience with the redevelopment process, financial or accounting background, or other experience deemed relevant to the RDA dissolution process. Mr. Cullen was the Director of Public Works for the County of San Mateo until 2006 when he retired. He is familiar with the redevelopment process and debt obligations, as well as, the budgets for the County and Zone. His previous experience will ensure that the Zone's interests are adequately represented in the dissolution process.

Should your Board approve the appointment of Neil R. Cullen to represent the Zone on the Oversight Board, our office will contact the City of South San Francisco as the successor agency to determine if a quorum of members has been appointed so that meetings can be scheduled.

County Counsel has reviewed the Department's recommendation.

Approval of this appointment contributes to the Shared Vision 2025 outcome of a Collaborative Community by authorizing participation in a collaborative process to oversee the dissolution of the RDA.

**FISCAL IMPACT:**

The appointment to the oversight board should have no direct fiscal impact to the Zone because all administrative costs associated with the oversight boards are the responsibility of the successor agency.



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Health System



**DATE:** February 7, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** 4/5ths Vote

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Lisa Mancini, Director, Aging and Adult Services

**SUBJECT:** Amendment to the Agreement with the California Department of Aging for the Health Insurance Counseling and Advocacy Program for FY 2011-12

**RECOMMENDATION:**

- A) Adopt a Resolution authorizing the President of the Board to execute Amendment One to Agreement HI-1112-08 with the California Department of Aging for the addition of \$29,188 in one-time-only funding for the term July 1, 2011 through June 30, 2012, increasing the total from \$286,547 to \$315,735; and
- B) Approve an Appropriation Transfer Request in the amount of \$29,188 from Unanticipated Revenue to Provider Services Programs.

**BACKGROUND:**

Your Board has designated itself as the Area Agency on Aging (AAA) of San Mateo County to carry out state-funded programs pursuant to the Older Americans Act of 1965. On April 28, 2009, your Board approved the 2009-12 Area Plan for Services for Older Adults and Adults with Disabilities. This plan, together with the annual budget, fulfills the California Department of Aging's (CDA) requirements and generates a contract from CDA for funding.

On June 28, 2011, your Board authorized Resolution 71496 approving Agreement HI-1112-08 with CDA for FY 2011-12 in the amount of \$286,547 for Health Insurance Counseling and Advocacy Program (HICAP) services. This Resolution also authorized the Chief of the Health System or designee to execute limited contract amendments.

Aging and Adult Services (AAS) contracts with a community-based organization, Self-Help for the Elderly, to provide HICAP services, a volunteer-supported program that provides three basic services: community education, lay counseling, and advocacy related to Medicare. HICAP is an integral component of California's community-based

long-term care system. Medicare beneficiaries and those under 65 who are about to become eligible for Medicare or who are disabled and on Medicare are eligible for HICAP services. Locally, the program is designed to carry out goals and objectives of the AAA Plan related to advocacy and health care.

**DISCUSSION:**

Amendment One provides additional one-time-only federal funding from State Health Insurance Program (SHIP) funds that were unspent at the end of FY 2010-11 and funds from the past year’s grants reconciliation. These funds will be used to promote and expand HICAP activities in the community and meet or exceed State required benchmarks. An amendment with Self Help for the Elderly will be brought before your Board or designee for review and approval.

County Counsel has reviewed and approved the Resolution and Amendment as to form and content.

The increase in federal funding from this Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing clients with objective health insurance counseling, advocacy and assistance. It is anticipated that 75% of HICAP services recipients will feel that they have gained useful knowledge and feel that their personal life has improved.

**Performance Measure:**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
Percent of HICAP service recipient stakeholder survey respondents indicating that their personal life has improved as a result of services received	93%*	75%

\* The FY 2010-11 performance exceeded the division’s expectations.

**FISCAL IMPACT:**

The term of the Agreement remains July 1, 2011 through June 30, 2012. The maximum obligation for this Agreement is increased by \$29,188 in federal funds, from \$286,547 to a new maximum obligation of \$315,735. There is no impact on the Net County Cost as a result of this action.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE  
AMENDMENT ONE TO AGREEMENT HI-1112-08 WITH THE CALIFORNIA  
DEPARTMENT OF AGING FOR THE ADDITION OF \$29,188 IN ONE-TIME-ONLY  
FUNDING FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012, INCREASING  
THE TOTAL FROM \$286,547 TO \$315,735**

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, this Board has designated itself as the Area Agency on Aging of San Mateo County to carry out programs pursuant to the Older Americans Act of 1965; and

**WHEREAS**, on June 28, 2011, this Board of Supervisors, by Resolution 71496, authorized Agreement HI-1112-08 with the California Department of Aging (CDA) for Health Insurance Counseling and Advocacy Program (HICAP) funding in the amount of \$286,547 for the term July 1, 2011 through June 30, 2012; and

**WHEREAS**, both parties now wish to amend the Agreement by increasing the amount by \$29,188 for the purpose of enhancing services for older adults in the community with no change to the term; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Amendment, reference to which is hereby made for

further particulars, and this Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the Board of Supervisors be and is hereby authorized and directed to execute said Amendment to Agreement HI-1112-08 with CDA for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>HI-1112-08</b>	<b>1</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**California Department of Aging**  
CONTRACTOR'S NAME  
**COUNTY OF SAN MATEO, Aging and Adult Services**
- The term of this Agreement is **July 1, 2011** through **June 30, 2012**
- The maximum amount of this Agreement after this amendment is: **\$ 315,735.00**  
**Three hundred fifteen thousand seven hundred thirty-five and 00/100 dollars**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment increases the dollar amount available under this Agreement. The additional funds consisting of the following will be used to enhance HICAP services:

- State Health Insurance Assistance Program (SHIP) Performance Grant funds to local assistance.
- Reconciled SHIP funds.
- Area Agency on Aging's (AAA) unspent FY 2010-11 HICAP funds to FY 2011-12
- Unspent HICAP funding from the previous federal grant.
- Transfers of funding requested by AAAs.

Exhibit B, Amendment 1, Budget Detail, Payment Provisions and Closeout, page 6, is attached and incorporated, and replaces the original Exhibit B, Budget Detail and Payment Provisions, page 6.

The Budget, amendment 1, is hereby incorporated by reference and replaces the original Budget.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SAN MATEO, Aging and Adult Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Adrienne J. Tissier, President, Board of Supervisors

ADDRESS

225 37TH AVE SAN MATEO CA 94403

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento, CA 95834

**CALIFORNIA**  
Department of General Services  
Use Only

Exempt per: Older Californians Act



**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM  
 BUDGET DISPLAY - Fiscal Year 2011/12**

**County of San Mateo**

	<b>PROGRAM BASELINE</b>	<b>ONE-TIME ONLY *</b>	<b>TOTAL</b>	<b>NET CHANGE</b>
<b>HICAP Program</b>				
HICAP Fund	57,347	-	57,347	-
Reimbursements (Ins Fund)	114,726	-	114,726	-
Federal SHIP Funds	95,645	21,182	116,827	21,182
<b>TOTAL HICAP Program</b>	<b>267,718</b>	<b>21,182</b>	<b>288,900</b>	<b>21,182</b>
<b>HICAP Administration</b>				
HICAP Fund	3,086	-	3,086	-
Reimbursements (Ins Fund)	6,179	-	6,179	-
Federal SHIP Funds	9,564	8,006	17,570	8,006
<b>TOTAL Administration</b>	<b>18,829</b>	<b>8,006</b>	<b>26,835</b>	<b>8,006</b>
<b>Grand Total All Funds</b>	<b>286,547</b>	<b>29,188</b>	<b>315,735</b>	<b>29,188</b>

**Funding Summary**

HICAP Fund	60,433	-	60,433	-
Reimbursements (Ins Fund)	120,905	-	120,905	-
Federal SHIP Funds	105,209	29,188	134,397	29,188
<b>Total Funds</b>	<b>286,547</b>	<b>29,188</b>	<b>315,735</b>	<b>29,188</b>

\*ONE-TIME ONLY includes 10/11 carryover, reconciliation, unallocated and performance grant funds

\*\*Funds for this contract are provided by using the following Centers for Medicare & Medicaid Services grant:

CFDA#	Project Title	Award #	Effective Date
93.779	State Health Insurance Assistance Program	1NOCMS020196-18-00	4/1/2010
93.779	State Health Insurance Assistance Program	1NOCMS020196-19-00	4/1/2011
93.779	State Health Insurance Assistance Program	1NOCMS020196-20-00	4/1/2012

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.

DEPARTMENT HEALTH SYSTEM - AGING AND ADULT SERVICES

DATE 12/20/2011

**1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:**

	C O D E S		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	57071	1952	29,188.00	FEDERAL AID-AGING
To	57071	6169	29,188.00	PSP-AGING AND ADULT

Justification. (Attach Memo if Necessary)

TO RECONGNIZE ADDITIONAL FUNDS FROM CALIFORNIA DEPARTMENT OF AGING FOR HICAP PROGRAMS PER AMENDMENT NO. 1, AGREEMENT NO. HI-1112-08. THERE IS NO ADDITIONAL NET COUNTY COST AS RESULT OF THIS ATR.

DEPARTMENT HEAD

BY: \_\_\_\_\_ DATE \_\_\_\_\_

2.  Board Action Required       Four-Fifths Vote Required       Board Action Not Required

Remarks:

COUNTY CONTROLLER

BY: \_\_\_\_\_ DATE \_\_\_\_\_

3.  Approve as Requested       Approve as Revised       Disapprove

Remarks:

COUNTY MANAGER

BY: \_\_\_\_\_ DATE \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY**

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. \_\_\_\_\_

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Supervisors: \_\_\_\_\_  
 \_\_\_\_\_  
 Absent  
 Supervisors: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 CHAIRMAN, BOARD OF SUPERVISORS  
 COUNTY OF SAN MATEO

\_\_\_\_\_  
 Clerk of Said Board

DISTRIBUTION:	
WHITE	— BOARD OF SUPERVISORS
GREEN	— CONTROLLER
CANARY	— COUNTY MANAGER
PINK	— DEPARTMENT
GOLDENROD	— TREASURER



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**DATE:** February 16, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Susan Ehrlich, MD, MPP, Chief Executive Officer  
San Mateo Medical Center

**SUBJECT:** Amendment No. 2 to the Agreement with Caduceus Systems, LLC

**RECOMMENDATION:**

Adopt a Resolution authorizing the President of the Board to execute Amendment No. 2 to the Agreement with Caduceus Systems, LLC for the provision of a Materials Management Information System, for the term of December 1, 2010 through November 30, 2015, increasing the scope of services and the Agreement's maximum amount by \$254,000, for a new maximum fiscal obligation of \$683,830.98.

**BACKGROUND:**

On February 8, 2011, by Resolution 071253 your Board approved an Agreement with Caduceus Systems, LLC (Caduceus) for the term of December 1, 2010, through November 30, 2015, with a maximum amount payable of \$405,000. The Agreement was for the installation and implementation of a new Materials Management Inventory System (MMIS) that allows San Mateo Medical Center (SMMC) to have a perpetual inventory system to track disbursement and replenishment of stock.

On October 4, 2011, the Chief of the Health System approved Amendment No. 1 to the Agreement, increasing the maximum amount by \$24,830.98, for a new maximum amount payable of \$429,830.98. The term of the Agreement was not changed. The increase in the Agreement was to purchase an additional five scanning devices and increase the number of consulting hours to evaluate the feasibility of interfacing Caduceus with the County's Information Accounting System (IFAS).

**DISCUSSION:**

The scope of the MMIS is expanding to most departments at SMMC and its satellite clinics. Expansion will include kiosks with touch screens and tethered scanning devices located in the clinics as well as in the treatment areas to effectively balance inventory levels and maximize on-hand quantity to meet patient needs. The services

also permit recordation of patient revenue at the time medical supplies are dispensed. In addition, the system will be expanded to include the Biomed Service for SMMC, which adds electronic asset tracking of capital equipment throughout the hospital and clinics. Relevant agreements will also be uploaded into the Caduceus system for price verification and tracking of the unencumbered amount remaining on Service/Vendor agreements.

The Amendment increases the maximum amount to cover the increase in the number of consulting service hours, the amount of travel expenses, and the amount of equipment required for expansion of the Caduceus system throughout SMMC.

The Amendment and Resolution have been reviewed and approved by County Counsel as to form.

The Contractor has assured compliance with the County’s Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing a system to procure, pay for, and issue supplies required for patient treatment. It is anticipated that SMMC’s cost per adjusted patient day will increase from \$900 to \$920.

**Performance Measure:**

Measure	FY 2010-11 Actual	FY 2011-12 Projected
SMMC cost per adjusted patient day	\$900	\$920*

\*Due to increase in operating costs

**FISCAL IMPACT:**

The term of this Agreement is December 1, 2010, through November 30, 2015. The Amendment increases the maximum amount of the Agreement by \$254,000, for a new maximum fiscal obligation of \$683,830.98. Of that amount, \$254,000 is included in the SMMC FY 2011-12 Adopted Budget. The annual maintenance fee of \$24,000 will be included in future budget years.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County’s General Fund contribution to SMMC, and are within the existing annual appropriation.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT WITH CADUCEUS SYSTEMS, LLC FOR THE PROVISION OF A MATERIALS MANAGEMENT INFORMATION SYSTEM, FOR THE TERM OF DECEMBER 1, 2010 THROUGH NOVEMBER 30, 2015, INCREASING THE SCOPE OF SERVICES AND THE AGREEMENT'S MAXIMUM AMOUNT BY \$254,000, FOR A NEW MAXIMUM FISCAL OBLIGATION OF \$683,830.98**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, on February 8, 2011, by Resolution 071253 this Board approved an Agreement with Caduceus Systems, LLC (Caduceus) to provide a Materials Management Information System (MMIS); and

**WHEREAS**, on October 4, 2011, the Chief of the Health System approved Amendment No. 1 to the Agreement, increasing the maximum amount by \$24,830.98, for a new maximum fiscal obligation of \$429,830.98; and

**WHEREAS**, San Mateo Medical Center (SMMC) is expanding MMIS access to most departments in SMMC and satellite clinics and wishes to add Biomed Service for SMMC; and

**WHEREAS**, this capability will reduce the amount of physical inventory and interface with the patient electronic billing system, ensuring an accurate perpetual inventory and recordation of patient revenue as the medical supplies are dispensed;

and

**WHEREAS**, the equipment required will include a touch screen monitor and a handheld scanning device tethered to the MMIS system; and

**WHEREAS**, it is now necessary to increase the Agreement's maximum amount to cover the increase in the number of consulting service hours, the amount of travel expenses, and the amount of equipment required for expansion of the Caduceus system throughout SMMC; and

**WHEREAS**, both parties wish to amend the Agreement to expand the Contractor's scope of work, increasing the maximum amount by \$254,000, for a new maximum fiscal obligation of \$683,830.98; and

**WHEREAS**, this Board has been presented with the Amendment, has examined it and approved it as to both form and content, and desires to enter into it.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Amendment to the Agreement with Caduceus Systems for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

\* \* \* \* \*

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CADUCEUS SYSTEMS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CADUCEUS SYSTEMS, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement with Caduceus Systems, LLC for provision of a Materials Management System on February 8, 2011, pursuant to Resolution No. 071253; and

WHEREAS, the Health System Chief approved Amendment No. 1 to the Agreement on October 4, 2011, increasing the maximum amount by \$25,000 and expanding the services in Exhibits C and F; and

WHEREAS, the parties now wish to further amend the Agreement to increase the maximum amount by \$254,000.00, to a new maximum fiscal obligation of \$683,830.98.

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

- 1. The following subsections of Section 1.4 of Exhibit C of the Agreement are amended to read as follows:**

1.4 Fees for Consulting Services

1.4.1 Fees. Customer shall pay Caduceus a fee of \$125.00 per hour for professional services provided to Customer by Caduceus' personnel. The scope of service that Caduceus will provide to Customer is estimated to comprise 2,263 hours of professional services. The estimated total of hourly fees for implementation and consulting services is \$282,875.00. The hourly rate of \$125.00 represents a discount from the schedule of time and materials rates generally available from Caduceus, and Caduceus agrees to extend this discounted rate to Customer until completion of the implementation and production use of the system has commenced. Fees will be invoiced to

Customer at the beginning of each month for services provided during the previous month. Caduceus will provide Customer with a report to accompany each invoice that identifies the number of hours of service provided, the specific Caduceus resource, and the project task.

1.4.4 Payment Terms for Implementation and Consulting Services. Customer agrees to pay the estimated total of \$282,875.00 for implementation and consulting services according to the following schedule:

- 1.4.4.1 An amount of \$36,500 will be paid upon the start of project activities. We are changing the scope of work (1) to include the following departments: the Emergency Department, Intensive Care Unit, Floor 1A, Floor 2 A&B, and Floor 3 A&B and its satellite clinics; and (2) to increase the amount of Consulting Service hours in the amount of \$209,875.00 will be billed as needed to cover the cost of the implementation at these sites.
- 1.4.4.2 An amount of \$36,500 will be paid upon successful completion of acceptance testing and go-live use of the system. Go-live use shall mean the time the system is first used for daily or production purposes to process live data by Customer.
- 1.4.4.3 Travel and living reimbursement expenses will be paid by Customer at the time of invoicing. Caduceus will invoice Customer monthly in arrears at the beginning of each month for travel and living expenses, to the satisfaction of the Customer, incurred during the prior month. Such invoices will contain documentation for travel and living expenses. Invoiced amounts shall be due and payable by Customer within Fifteen (15) days after receipt.
- 1.4.4.4 In the event that implementation and consulting services are provided by Caduceus to Customer in excess of the estimated 2,263 hours as described in Paragraph 1.4.5 herein, the fees for such services will be billed to Customer at the beginning of the month for the prior 30 day period when the estimate was exceeded. All invoices for services will include documentation which shows the individual who performed the service, the tasks that the individual performed, and the number of hours worked to complete the task. Any fees for service in the excess of 983 hours will be approved by Customer before the work is performed. Any work in excess of 2,263 hours that is authorized by Customer will be billed at the hourly rate of \$125 per hour until the successful completion of acceptance testing and go-live use of the system has commenced. In the event that implementation and consulting



services are provided by Caduceus to Customer at a total amount less than the estimated 2,263 hours described in Paragraph 1.4.5 herein, Caduceus will refund to customer a portion of the amount already paid under Paragraph 1.4.4.2 using the following formula or, if the payment has not yet been made under Paragraph 1.4.4.2, will accept a reduction to the amount listed in Paragraph 1.4.4.2 based on the same formula:

Refund/

reduction = (2,263 hrs. - total implementation/consulting services hrs.) x \$125/hour amount

1.4.5 Description of Estimated Hours for Implementation. The following table shows the estimated hours necessary for implementation project completion for Caduceus' personnel and Customer personnel:

1.4.5.1 Estimated Implementation Hours for Customer		
Project Tasks/Activity Estimates	Caduceus' Staff Estimated Hours	Customer's Staff Estimated Hours
Project Planning	39	126
Data Conversion Analysis, Design and Development	373	891
Process Redesign and System Set-up	529	443
User Training	621	1239
Operations Readiness Assessment and Go-Live Activities	580	639
Project Management	121	174
<b>TOTAL Estimated Hours</b>	<b>2263</b>	<b>3512</b>
Note: All hours are estimates based on pre-project plan assumptions.		

1.4.6 Reimbursable Travel Expenses. Customer agrees to reimburse Caduceus for reasonable and customary travel and living expenses for Caduceus personnel to travel to Customer's facility in San Mateo, California to perform services on-site at Customer's facility. Expenses for airfare, ground transportation, hotel, meals and living will be invoiced at the beginning of each month throughout the implementation project for expenses incurred during the previous month and invoices for these expenses will be accompanied by receipts and substantiating documentation for the expenses.

1.4.6.1 Caduceus agrees that reimbursable travel expenses will not exceed \$109,000.00 if Customer's implementation project is completed according to the preliminary implementation project plan provided by Caduceus. Caduceus has estimated in the

preliminary project plan that the travel and living expenses necessary to execute the plan will consist of the following:

- (i) Fifty (50) round-trip airfares between Austin, Texas and San Francisco, California, and
- (ii) Auto rentals in California for a period of 200 days, and
- (iii) Two hundred (200) person days of per diem, Parking and meal expenses, and
- (iv) Two hundred (200) person nights of hotel expenses.

1.4.6.2 In the event that (i) Customer and Caduceus mutually agree to change the preliminary project plan or the services to be provided on-site at Customer’s facility by Caduceus personnel, and (ii) any such mutually agreed upon change results in additional travel and living expenses beyond those included in the preliminary project plan, then Customer agrees to reimburse Caduceus for such travel expenses even if such travel expense exceeds \$109,000.00 in aggregate. Customer and Caduceus agree that a change order must be executed by both parties that acknowledges and authorizes such a change before the services are provided or the travel expense that results from the change is incurred by either party.

**2. Section 1.1 of Exhibit F of the Agreement is amended to read as follows:**

1.1 Motorola Symbol MC55 Wireless Scanner Device (Or Equivalent Device).

Customer hereby authorizes the purchase of the following hardware by Motorola (or equivalent manufacturer) for use in conjunction with the System in the quantities stated and for the prices stated herein. Customer acknowledges that the hardware is manufactured by Motorola or another manufacturer and that Caduceus is acting as a reseller of such products and that the warranty provided to Customer for this equipment is provided by the Motorola Corporation. The hardware to be provided to Customer is as follows:

ITEM NUMBER	QUANTITY	PRICE EACH	EXTENDED PRICE
SYM-MC5574P7CDUQRA9W Symbol Wireless Scanner Or Equivalent Device	13	\$1,561.00	\$20,293.00
SYM-BTRYMC55EAB00	13	\$40.00	\$520.00

Battery for MC55 Scanner Or Equivalent Device			
SYM-CRD5500100UR MC55 DESKTOP CRADLE KIT Or Equivalent Device	13	\$136.46	\$1773.98
SYM-256859601R USB Cable	1	no charge	0.00
Touch Screen with Tethered Scanner	30	\$1,000	\$30,000.00
Total For Thirteen (13) Motorola Symbol MC55 Wireless Scanners ..... Or Equivalent Devices			\$22,586.98
Total for 30 Kiosks.....			\$30,000.00

Maintenance for Motorola MC55 Scanner Devices Or Equivalent Devices

The three (3) year maintenance program for the MC55 or equivalent devices will be provided by the Motorola Corporation according to the following:

ITEM NUMBER	QUANTITY	PRICE EACH	EXTENDED PRICE
SYM-SSBMC55XX30 (Or Equivalent Program ) 3 Year Service-From-the-Start Service Center Maintenance Coverage Bronze Level Maintenance	13	\$209.00	\$2,717.00

Wavelink Communications Software

Wavelink is third party software that is used to facilitate communications between the MC55 scanning devices and the server and is used in conjunction with the System. Customer acknowledges that Caduceus is acting as a reseller for Wavelink and that warranty and maintenance services for the Wavelink product are provided by the Wavelink Corporation Or Equivalent Provider.

ITEM NUMBER	QUANTITY	PRICE EACH	EXTENDED PRICE
WAV-110LISTCS30 WAVELINK STUDIO COM SERVER (Includes one client license)	1	\$189.00	\$189.00
WAV-110LISTCU30 STUDIO COM CLIENT (additional user license)	12	\$189.00	\$2268.00
Total license for Wavelink Software.....			\$2457.00

- All other terms and conditions of the Agreement dated February 8, 2011, including subsequent Amendment No. 1, dated October 4, 2011, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

CADUCEUS SYSTEMS, LLC

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Health System



**DATE:** February 15, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Susan Ehrlich, MD, MPP, Chief Executive Officer  
San Mateo Medical Center

**SUBJECT:** Amendment No. 1 to Agreement with Lawrence J. Funk, FACHE

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

- A) President of the Board to execute Amendment No. 1 to the Agreement with Lawrence J. Funk, FACHE, to expand the scope of work to include Project Management for the transition out of Burlingame Long Term Care, increasing the maximum amount by \$225,000 to a new maximum of \$325,000, and extending the term by two months for a new term of August 1, 2011 through September 30, 2013; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**BACKGROUND:**

On August 1, 2011, the Purchasing Agent approved an Agreement with Lawrence J. Funk, FACHE (Contractor), to evaluate the Burlingame Long Term Care (BLTC) infrastructure and assess whether resident needs are being adequately met in the current environment. With the Board approval of the plan to let the BLTC lease expire, the Health System now needs a project manager to oversee the complex plan to transition out of BLTC .

**DISCUSSION:**

It is now necessary to expand the scope of the Contractor's role to include Project Management relating to the implementation of the decision by the Board of Supervisors regarding BLTC and transition of its residents. Contractor will be responsible for managing this complex project and the multiple teams working on the

various aspects of the transition. Contractor will ensure that all licensing requirements are met during the transition. Contractor will create a detailed project work plan and timeline, and hold regular project team meetings. Contractor will provide reports regarding the project status, meeting of milestones, issues that need to be resolved, and compliance with the transition budget to ensure that the transition meets all regulatory requirements and is completed on time and on budget.

County Counsel has reviewed and approved the Amendment as to form.

The Contractor has assured compliance with the County’s Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community in ensuring that the transition of the residents out of BLTC runs smoothly and all residents are transferred to appropriate placements in a timely manner. It is anticipated that San Mateo Medical Center’s (SMMC) cost per adjusted patient day will increase from \$900 to \$920.

**Performance Measure:**

Measure	FY 2010-11 Actual	FY 2011-12 Projected
SMMC cost per adjusted patient day	\$900	\$920*

\*Due to increase in operating costs

**FISCAL IMPACT:**

The new term of the Agreement is August 1, 2011, through September 30, 2013. The maximum fiscal obligation is \$325,000. Funds in the amount of \$137,500 are included in the SMMC FY 2011-12 Adopted Budget. Funds in the amount of \$150,000 will be included in the SMMC FY 2012-13 Recommended Budget. Similar arrangements will be made for future years.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County’s General Fund contribution to SMMC, and are within the existing annual appropriation.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH LAWRENCE J. FUNK, FACHE, TO EXPAND THE SCOPE OF WORK TO INCLUDE PROJECT MANAGEMENT FOR THE TRANSITION OUT OF BURLINGAME LONG TERM CARE, INCREASING THE MAXIMUM AMOUNT BY \$225,000 TO A NEW MAXIMUM OF \$325,000, AND EXTENDING THE TERM BY TWO MONTHS FOR A NEW TERM OF AUGUST 1, 2011 THROUGH SEPTEMBER 30, 2013; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the Purchasing Agent approved an Agreement with Lawrence J. Funk, FACHE (Contractor), to evaluate the Burlingame Long Term Care (BLTC) infrastructure and assess whether resident needs are being adequately met in the current environment; and

**WHEREAS**, the evaluation was completed and delivered; and

**WHEREAS**, the Board of Supervisors has directed the Health System to transition out of BLTC by the end of the current term in June 2013; and

**WHEREAS**, it is now necessary to expand the scope of the Contractor's role to include Project Management, including planning, project management, creation of a

master project schedule for San Mateo Medical Center to follow during each phase of the transition, and other related tasks; and

**WHEREAS**, both parties wish to amend the Agreement to including having Contractor provide project management for the transition, increasing the maximum amount of the Agreement by \$225,000, for a new maximum of \$325,000, and extending the term by two months to September 30, 2013; and

**WHEREAS**, this Board has been presented with a form of such Amendment, has examined and approved it as to both form and content, and desires to enter into it.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be and is hereby authorized and directed to execute Amendment No. 1 to the Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED** that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*



**AMENDMENT NO. 1 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
LAWRENCE J. FUNK, FACHE**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LAWRENCE J. FUNK, FACHE, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement to provide a strategic plan to relocate patients now residing in the Burlingame Long Term Care (BLTC) facility to the San Mateo Medical Center (SMMC) on August 1, 2011; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$225,000, for a new maximum amount of \$325,000, to modify the scope of services, and to extend the term of the Agreement by two months to September 30, 2013.

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

1. Paragraph 2, Contract Term, of the Agreement is amended to read as follows:
  2. Contract Term The term of this Agreement shall be from August 1, 2011, to September 30, 2013, unless terminated earlier by the County.
2. Paragraph 3, Payments, of the Agreement is amended to read as follows:
  3. Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed THREE HUNDRED TWENTY-FIVE THOUSAND

DOLLARS (\$325,000).

3. Original Exhibit "A" is replaced with Revised Exhibit "A" (Revised 1/26/2012), a copy of which is attached to this Amendment and incorporated by this reference.
4. **All other terms and conditions of the agreement dated August 1, 2011, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

LAWRENCE J. FUNK, FACHE

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

**Agreement between the County of San Mateo and Lawrence J. Funk, FACHE**

**I. Description of Services to be Performed by the Contractor**

- A. In consideration of the payments described in paragraph II, Contractor will develop a strategic plan to safely relocate patients residing in the Burlingame Long Term Care (BLTC) facility to the San Mateo Medical Center (SMMC) by June 30, 2013, and will provide project management in relation to said plan.

The plan and project management engagement will include:

- Strategic analysis and recommendation of options for the relocation of long term care services currently provided at BLTC;
- Developing a detailed work plan and timeline for the project, and providing periodic updates as to progress on the workplan and timeline;
- Overseeing the development of a plan for, and overseeing the transition/relocation of residents from the BLTC facility to other appropriate placements;
- Overseeing the development and implementation of a Human Resource plan to manage out-going and in-coming personnel;
- Overseeing the development and implementation of a communications plan for the residents, staff and other stakeholders for the transition;
- Overseeing the relocation of equipment and recommendation of equipment purchases as needed;
- Overseeing the development and implementation of the facilities plan, including addressing licensing requirements, for structural modifications needed at SMMC;
- Overseeing the development and implementation of a process to reactivate skilled nursing beds at SMMC;
- Monitoring any outside contracts related to the transition;
- Monitoring of progress by all project leads on their workplans and regular reporting on progress and barriers to the Health System Chief
- Facilitating regular project meetings;
- Overseeing compliance with the transition budget with the milestone of delivering the project on time and on or under budget;
- Management of the process of transitioning out of the BLTC facility and meeting all lease requirements for delivering the building back to the landlord;
- Meeting all deadlines and tasks;
- Performing other tasks necessary to implement the decision of the Board of Supervisors regarding the transition from the BLTC facility; and
- Performing other implementation and facilities work as required in relation to the transition as directed by the Health System Chief.
- Performing all of these activities with the milestone of completing the transition out of BLTC no later than June 30, 2013.

**II. Amount and Method of Payment**

- A. In consideration of the services described in Section I, above, County will pay Contractor at a rate of \$150/hour on a time-and-materials basis. Contractor shall submit monthly invoices in arrears to the County showing amounts due based on hours worked and, if applicable, materials purchased.
  
- B. The term of the Agreement is August 1, 2011, through September 30, 2013. The maximum amount of the agreement is THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000). Invoices will be approved by the Health System Chief and paid within 30 days of receipt of invoice.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**DATE:** February 28, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Susan Ehrlich, MD, MPP, Chief Executive Officer  
San Mateo Medical Center

**SUBJECT:** Recommended Revision to the Salary Ordinance

**RECOMMENDATION:**

Adopt an Ordinance amending the Master Salary Ordinance to delete positions in the San Mateo Medical Center division of the Health System.

**BACKGROUND:**

At its meeting of February 14, 2012, your Board adopted the recommendation of the Health System that the lease on Burlingame Long Term Care (BLTC) not be renewed at its expiration in June 2013. As a consequence, the Health System will be reducing the patient census at BLTC through safe and appropriate placements for the BLTC residents. As the number of residents at BLTC declines, it will be necessary to reduce commensurately the staffing. To operate the new 32 skilled nursing beds at SMMC the Health System will need 29 positions out of the 229 positions assigned to skilled nursing care. Accordingly, it will be necessary to eliminate 200 BLTC positions by the closure date of June 30, 2013.

**DISCUSSION:**

Because the reduction in the census will occur intermittently based on when placements of residents are made, it would not be practical to come to your Board for a new salary ordinance amendment for each position reduction. Accordingly, this Salary Ordinance Amendment allows the Chief of the Health System to delete positions at BLTC in response to the reduction in the number of residents at BLTC.

Each staff member whose position is eliminated will receive a minimum of 14 days notice to meet Civil Service requirements. The Salary Ordinance changes herein represent the deletion of a maximum of 200 positions by June 30, 2013. The Health System Chief has the discretion to delete fewer positions if a decision is made to operate additional skilled nursing beds at the San Mateo Medical Center

In April the Health System will begin reporting to your Board on the placement of BLTC residents. As the placements proceed we will report on whether there is a need to open additional skilled-nursing beds on the Ground Floor of SMMC. If there is a need for additional beds a recommendation will be submitted for an Appropriation Transfer Request to cover the renovation expenses. In addition, the Chief will only delete those positions not needed for operation of skilled nursing services at SMMC. If a decision is made to operate additional skilled nursing beds resulting in the need to delete fewer positions, the Health System Chief will not delete such positions but, in conjunction with Human Resources, will request an appropriate amendment to the Salary Ordinance prior to June 30, 2013.

**Action:**                    Delete: up to:  
One position of E006, Administrative Secretary III;  
Two positions of F012, Charge Nurse;  
Two positions of F011, Clinical Nurse;  
Eight positions of D144, Clinical Services Manager I – Nursing;  
Five positions of G113 Community Worker II;  
Two positions of E418, Hospital Unit Coordinator;  
Twenty-eight positions of F020, Licensed Vocational Nurse;  
Nineteen positions of F027, Long Term Care Nurse;  
Ninety-seven positions of F079 Medical Services Assistant II  
(Certified Nursing Assistant);  
One position of E420, Medical Office Specialist;  
One position of E414, Patient Services Specialist;  
Two positions of E368, Public Services Specialist;  
One position of G093, Supervising Social Worker;  
One position of G096, Social Worker III;  
Three positions of F029, Creative Arts Therapist;  
One position of F059, Pharmacist;  
Two position of F058, Pharmacy Technician;  
One position of F124, Staff Physician;  
Four positions of F044, Therapy Aide;  
Twelve positions of T075, Custodian  
One position of S024, Dietician;  
Three positions of S038, Food Services Worker II;  
Two positions of F079, Medical Services Assistant II (Distribution);  
One position of T060, .Supervising Custodian.

**Explanation:**        The deletion of the positions is necessary to reflect the phased reduction in the number of residents at the BLTC.

The Salary Ordinance amendment has been reviewed and approved by the County Counsel.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by appropriately staffing the SMMC facilities to reflect the actions of your Board. It is anticipated that SMMC's cost per patient day will increase from \$900 to

\$920.

**Performance Measure:**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
SMMC cost per adjusted patient day	\$900	\$920*

\*Due to increase in operating costs

**FISCAL IMPACT:** As the census declines at BLTC patient revenue will decline. Accordingly, the elimination of positions is required to reduce the cost of operating BLTC in tandem with the decline in patient revenues. Due to decreased Medi-Cal payments for Distinct Part- Nursing Facilities approved by the Legislature in 2011, costs to the County if the County did not allow the BLTC lease to expire would increase by over \$9 million annually. The change would result in an estimated \$7.5 million in reduced expenses over a twelve-month period starting in FY 2013-2014. The proposed transition of BLTC residents to other appropriate placements is estimated to have a one-time cost of approximately \$9 million.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County's General Fund contribution to SMMC.

**ORDINANCE NO.**  
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,  
STATE OF CALIFORNIA

\* \* \* \* \*

AN ORDINANCE AMENDING ORDINANCE NUMBER 04515

The Board of Supervisors of the County of San Mateo, State of California,  
ordains as follows:

**SECTION 1.** Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item F039S, Patient Care Series shall be decreased by 148 positions for a new total of 383 positions no later than June 30, 2013.
2. Item G112S, Community Worker Series shall be decreased by 5 positions for a new total of 9 positions no later than June 30, 2013.
3. Item F012, Charge Nurse shall be decreased by 2 positions for a new total of 28 positions no later than June 30, 2013.
4. Item D144, Clinical Services Manager I - Nursing shall be decreased by 8 positions for a new total of 8 positions no later than June 30, 2013.
5. Item E418, Hospital Unit Coordinator shall be decreased by 2 positions for a new total of 13 positions no later than June 30, 2013.
6. Item F029, Creative Arts Therapist shall be decreased by 3 positions for a new total of 3 positions no later than June 30, 2013.
7. Item F171S, Rehabilitation Therapist Series shall be decreased by 4 positions for a new total of 11 positions no later than June 30, 2013.
8. Item T075, Custodian shall be decreased by 12 positions for a new total of 32 positions no later than June 30, 2013.
9. Item E006, Administrative Secretary III - C shall be decreased by 1 position for a new total of 2 positions no later than June 30, 2013.
10. Item E420, Medical Office Specialist shall be decreased by 1 position for a new total of 8 positions no later than June 30, 2013.
11. Item E414, Patient Services Specialist shall be decreased by 1 position for a



new total of 30 positions no later than June 30, 2013.

12. Item E368, Public Services Specialist shall be decreased by 2 positions for a new total of 0 positions no later than June 30, 2013.
13. Item G093, Social Work Supervisor - E shall be decreased by 1 position for a new total of 1 position no later than June 30, 2013.
14. Item G098S, Social Worker Series shall be decreased by 1 position for a new total of 7 positions no later than June 30, 2013.
15. Item F059, Pharmacist shall be decreased by 1 positions for a new total of 13 positions no later than June 30, 2013.
16. Item F039S, Patient Care Support Series shall be decreased by 2 positions for a new total of 24 positions no later than June 30, 2013.
17. Item F122S, Physician Series shall be decreased by 1 position for a new total of 51 positions no later than June 30, 2013.
18. Item S024, Dietitian shall be decreased by 1 position for a new total of 6 positions no later than June 30, 2013.
19. Item S038S, Food Service Worker Series shall be decreased by 3 positions for a new total of 21 positions no later than June 30, 2013.
20. Item T060, Supervising Custodian shall be decreased by 1 position for a new total of 2 positions no later than June 30, 2013.

**SECTION 2.** This ordinance is effective starting on the first pay period following adoption. The effective date for each item in this ordinance will be determined by the Health System Chief in order to maintain required staff-to-patient ratios in light of the decreasing patient census in Long Term Care and Skilled Nursing patients, through June 30, 2013.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**DATE:** February 28, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Susan Ehrlich, MD, MPP, Chief Executive Officer  
San Mateo Medical Center

**SUBJECT:** Recommended Revision to the Salary Ordinance

**RECOMMENDATION:**

Adopt an Ordinance amending the Master Salary Ordinance to delete positions in the San Mateo Medical Center division of the Health System.

**BACKGROUND:**

At its meeting of February 14, 2012, your Board adopted the recommendation of the Health System that the lease on Burlingame Long Term Care (BLTC) not be renewed at its expiration in June 2013. As a consequence, the Health System will be reducing the patient census at BLTC through safe and appropriate placements for the BLTC residents. As the number of residents at BLTC declines, it will be necessary to reduce commensurately the staffing. To operate the new 32 skilled nursing beds at SMMC the Health System will need 29 positions out of the 229 positions assigned to skilled nursing care. Accordingly, it will be necessary to eliminate 200 BLTC positions by the closure date of June 30, 2013.

**DISCUSSION:**

Because the reduction in the census will occur intermittently based on when placements of residents are made, it would not be practical to come to your Board for a new salary ordinance amendment for each position reduction. Accordingly, this Salary Ordinance Amendment allows the Chief of the Health System to delete positions at BLTC in response to the reduction in the number of residents at BLTC.

Each staff member whose position is eliminated will receive a minimum of 14 days notice to meet Civil Service requirements. The Salary Ordinance changes herein represent the deletion of a maximum of 200 positions by June 30, 2013. The Health System Chief has the discretion to delete fewer positions if a decision is made to operate additional skilled nursing beds at the San Mateo Medical Center

In April the Health System will begin reporting to your Board on the placement of BLTC residents. As the placements proceed we will report on whether there is a need to open additional skilled-nursing beds on the Ground Floor of SMMC. If there is a need for additional beds a recommendation will be submitted for an Appropriation Transfer Request to cover the renovation expenses. In addition, the Chief will only delete those positions not needed for operation of skilled nursing services at SMMC. If a decision is made to operate additional skilled nursing beds resulting in the need to delete fewer positions, the Health System Chief will not delete such positions but, in conjunction with Human Resources, will request an appropriate amendment to the Salary Ordinance prior to June 30, 2013.

**Action:**                    Delete: up to:  
One position of E006, Administrative Secretary III;  
Two positions of F012, Charge Nurse;  
Two positions of F011, Clinical Nurse;  
Eight positions of D144, Clinical Services Manager I – Nursing;  
Five positions of G113 Community Worker II;  
Two positions of E418, Hospital Unit Coordinator;  
Twenty-eight positions of F020, Licensed Vocational Nurse;  
Nineteen positions of F027, Long Term Care Nurse;  
Ninety-seven positions of F079 Medical Services Assistant II  
(Certified Nursing Assistant);  
One position of E420, Medical Office Specialist;  
One position of E414, Patient Services Specialist;  
Two positions of E368, Public Services Specialist;  
One position of G093, Supervising Social Worker;  
One position of G096, Social Worker III;  
Three positions of F029, Creative Arts Therapist;  
One position of F059, Pharmacist;  
Two position of F058, Pharmacy Technician;  
One position of F124, Staff Physician;  
Four positions of F044, Therapy Aide;  
Twelve positions of T075, Custodian  
One position of S024, Dietician;  
Three positions of S038, Food Services Worker II;  
Two positions of F079, Medical Services Assistant II (Distribution);  
One position of T060, .Supervising Custodian.

**Explanation:**        The deletion of the positions is necessary to reflect the phased reduction in the number of residents at the BLTC.

The Salary Ordinance amendment has been reviewed and approved by the County Counsel.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by appropriately staffing the SMMC facilities to reflect the actions of your Board. It is anticipated that SMMC's cost per patient day will increase from \$900 to

\$920.

**Performance Measure:**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
SMMC cost per adjusted patient day	\$900	\$920*

\*Due to increase in operating costs

**FISCAL IMPACT:** As the census declines at BLTC patient revenue will decline. Accordingly, the elimination of positions is required to reduce the cost of operating BLTC in tandem with the decline in patient revenues. Due to decreased Medi-Cal payments for Distinct Part- Nursing Facilities approved by the Legislature in 2011, costs to the County if the County did not allow the BLTC lease to expire would increase by over \$9 million annually. The change would result in an estimated \$7.5 million in reduced expenses over a twelve-month period starting in FY 2013-2014. The proposed transition of BLTC residents to other appropriate placements is estimated to have a one-time cost of approximately \$9 million.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County's General Fund contribution to SMMC.

**ORDINANCE NO.**  
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,  
STATE OF CALIFORNIA

\* \* \* \* \*

AN ORDINANCE AMENDING ORDINANCE NUMBER 04515

The Board of Supervisors of the County of San Mateo, State of California,  
ordains as follows:

**SECTION 1.** Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item F039S, Patient Care Series shall be decreased by 148 positions for a new total of 383 positions no later than June 30, 2013.
2. Item G112S, Community Worker Series shall be decreased by 5 positions for a new total of 9 positions no later than June 30, 2013.
3. Item F012, Charge Nurse shall be decreased by 2 positions for a new total of 28 positions no later than June 30, 2013.
4. Item D144, Clinical Services Manager I - Nursing shall be decreased by 8 positions for a new total of 8 positions no later than June 30, 2013.
5. Item E418, Hospital Unit Coordinator shall be decreased by 2 positions for a new total of 13 positions no later than June 30, 2013.
6. Item F029, Creative Arts Therapist shall be decreased by 3 positions for a new total of 3 positions no later than June 30, 2013.
7. Item F171S, Rehabilitation Therapist Series shall be decreased by 4 positions for a new total of 11 positions no later than June 30, 2013.
8. Item T075, Custodian shall be decreased by 12 positions for a new total of 32 positions no later than June 30, 2013.
9. Item E006, Administrative Secretary III - C shall be decreased by 1 position for a new total of 2 positions no later than June 30, 2013.
10. Item E420, Medical Office Specialist shall be decreased by 1 position for a new total of 8 positions no later than June 30, 2013.
11. Item E414, Patient Services Specialist shall be decreased by 1 position for a

new total of 30 positions no later than June 30, 2013.

12. Item E368, Public Services Specialist shall be decreased by 2 positions for a new total of 0 positions no later than June 30, 2013.
13. Item G093, Social Work Supervisor - E shall be decreased by 1 position for a new total of 1 position no later than June 30, 2013.
14. Item G098S, Social Worker Series shall be decreased by 1 position for a new total of 7 positions no later than June 30, 2013.
15. Item F059, Pharmacist shall be decreased by 1 positions for a new total of 13 positions no later than June 30, 2013.
16. Item F039S, Patient Care Support Series shall be decreased by 2 positions for a new total of 24 positions no later than June 30, 2013.
17. Item F122S, Physician Series shall be decreased by 1 position for a new total of 51 positions no later than June 30, 2013.
18. Item S024, Dietitian shall be decreased by 1 position for a new total of 6 positions no later than June 30, 2013.
19. Item S038S, Food Service Worker Series shall be decreased by 3 positions for a new total of 21 positions no later than June 30, 2013.
20. Item T060, Supervising Custodian shall be decreased by 1 position for a new total of 2 positions no later than June 30, 2013.

**SECTION 2.** This ordinance is effective starting on the first pay period following adoption. The effective date for each item in this ordinance will be determined by the Health System Chief in order to maintain required staff-to-patient ratios in light of the decreasing patient census in Long Term Care and Skilled Nursing patients, through June 30, 2013.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**DATE:** February 3, 2012  
**BOARD MEETING DATE:** February 28, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Stephen Kaplan, Director, Behavioral Health and Recovery Services  
Division

**SUBJECT:** Recommended Revision to the Salary Ordinance

**RECOMMENDATION:**

Adopt an Ordinance amending the Master Salary Ordinance.

**BACKGROUND:**

Behavioral Health and Recovery Services (BHRS) is reviewing its positions to ensure greater efficiency and optimal utilization of staff. In addition, changes at the State level, successful implementation of an electronic health record, and the advent of Medicaid Expansion (MCE) require a review of administrative positions involving billing, accounting, and contracting functions.

**DISCUSSION:**

BHRS proposes to eliminate a Clinical Services Manager I position and replace it with a Clinical Services Manager II position. This new position will report to the Deputy Director of Adult Services and provide day-to-day oversight of the County-operated clinics of BHRS.

BHRS proposes two (2) position changes to further integrate behavioral health and primary care services for clients of BHRS and San Mateo Medical Center (SMMC). BHRS proposes to eliminate a Community Mental Health Nurse position and replace it with a Nurse Practitioner (NP) position. To support the Total Wellness Team, the greater scope of practice associated with the NP position will extend physician resources. BHRS also proposes to eliminate a Psychiatric Social Worker II position and replace it with a Mental Health Program Specialist position. This new position will report to the supervisor of the Primary Care Interface Team that provides behavioral health services to medical clients seen at SMMC. This proposed action adheres to an agreement with the employee union, AFSCME, to support supervisors of clinical teams.

Finally, BHRS proposes adding an Accountant I/II position. This is required because of new accounting duties under MCE, new funding structures for Mental Health Services Act (MHSA) activities, and the increase in reporting requirements created by the redistribution of Alcohol and Drug Programs authority to various agencies within State

government.

The salary ordinance changes herein represent the:

- deletion of three (3) positions; and
- addition of four (4) positions.

**Action:** Delete: One (1) vacant position of D054, Clinical Services Manager I  
Delete: One (1) vacant position of F049, Community Mental Health Nurse  
Delete: One (1) vacant position of G040, Psychiatric Social Worker I/II  
Add: One (1) vacant position of D055, Clinical Services Manager II  
Add: One (1) vacant position of F009, Nurse Practitioner  
Add: One (1) vacant position of G081, Mental Health Program Specialist  
Add: One (1) vacant position of E030, Accountant I/II

**Explanation:** These changes represent an estimated annual salary and benefits increase of \$147,688

This Ordinance has been reviewed and approved by the County Counsel.

The Salary Ordinance Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing mental health program services, nurse practitioner services and other supportive services. BHRS provides a range of services to promote wellness and recovery and to support consumers remaining in the lowest possible level of care. The provision of mental health program services is one established level of care. The services provided contribute to this measure. It is anticipated that 87% of clients who receive services will be maintained at a current or lower level of care.

**Performance Measure(s):**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
Percentage of clients maintained at current or lower level of care	87%	87%

**FISCAL IMPACT:**

This action represents an annualized increase in salary and benefits cost of \$147,688. For FY 2011-12 the costs for these positions will be funded through salary savings. These costs and revenue will be included in the BHRS FY 2012-13 Recommended Budget. Additional revenues will be provided through Federal Financial Participation, and Mental Health Services Act funds, and the reallocation of SAMHSA Total Wellness Grant funds. There will be no Net County Cost.



**ORDINANCE NO.**  
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,  
STATE OF CALIFORNIA

\* \* \* \* \*

AN ORDINANCE AMENDING ORDINANCE NUMBER 04515

The Board of Supervisors of the County of San Mateo, State of California,  
ordains as follows:

**SECTION 1.** Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item D054, Clinical Services Manager I – Mental Health is decreased by 1 position for a new total of 5 positions.
2. Item D055, Clinical Services Manager II – Mental Health is increased by 1 position for a new total of 4 positions.
3. Item G040S, Mental Health Case Worker Series is decreased by 1 position for a new total of 123 positions.
4. Item G081, Mental Health Program Specialist is increased by 1 position for a new total of 17 positions.
5. Item F049, Community Mental Health Nurse is decreased by 1 position for a new total of 18 positions.
6. Item F009S, Patient Care Series is increased by 1 position for a new total of 2 positions.
7. Item E030S, Accountant Series is increased by 1 position for a new total of 2 positions.

**SECTION 2.** The changes in this ordinance are effective at the start of the first pay period 30 days following adoption.



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Department of Housing



**DATE:** February 16, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Duane Bay, Director, Department of Housing  
**SUBJECT:** Agreement with MP Delaware Pacific Associates, L.P

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

- A. President of the Board to execute an Agreement with MP Delaware Pacific Associates, L.P., to assist in the development of affordable housing at 2000 South Delaware, San Mateo, in the amount of \$1,986,532 for the term of four years from March 13, 2012 to March 12, 2016; and
- B. Director of the Department of Housing or the Director's designee to execute contract amendments modifying the County's maximum fiscal obligation by no more than \$25,000 (in aggregate,) and/or modifying the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**BACKGROUND:**

The County received funding for the development of affordable housing at 2000 South Delaware in San Mateo in three increments during Fall/Winter 2010 and Spring 2011. The Project competed for funding through a public participation process in accordance with requirements of the U.S. Department of Housing and Urban Development (HUD) for annual allocations of federal funds under two programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

**DISCUSSION:**

Overview. The Project consists of 60 units of affordable housing to be developed by MP Delaware Pacific Associates, L.P., a for-profit affiliate of the nonprofit housing provider MidPen Housing. Affordable housing developments often are structured within for-profit entities to garner equity financing from investors, typically corporations, which receive tax credits in return for their investments. The tax credits are used by the investors to offset taxable business income. In tax credit deals, the nonprofit stays in the ownership structure as managing general partner to ensure project compliance with both the affordable housing objectives and IRS regulations. In this case, the nonprofit managing

general partner will be MP Greenridge, a nonprofit affiliate of MidPen Housing.

Project Parameters. The Project represents one-half of a larger development of 120 units, half targeted to households with incomes not exceeding 50-60% Area Median Income (AMI), and the other half targeted to moderate income households with incomes up to 120% AMI. The latter portion will be developed simultaneously by a separate developer, Palo Alto Partners. While two buildings are envisioned, each targeting a different income group, the overall development has been designed as a unified undertaking and approved through a single entitlement process.

The land, the former site of the City of San Mateo Police Station, is owned by the City of San Mateo Redevelopment Agency (RDA), which had intended to retain the site and enter into separate long-term groundleases with each developer to develop its own parcel. As a result of a recently enacted State statute requiring the dissolution of all RDAs by February 1, the RDA's housing obligations will transfer to the City, including ownership of the site. The City has become successor to the RDA's rights and obligations under a Development and Disposition Agreement executed in March 2011, and all other documents relating to the development of the project will be finalized and executed with the City or its designee just prior to construction start.

Until construction close, anticipated for April 2012, County funding will be unsecured. Upon execution of the ground-lease for the affordable component, the County will immediately secure its funding against the leasehold interest. County funding will be structured as a 55-year loan at 3% simple interest. Repayment will be made from surplus cash generated from Project operations.

Other. The Resolution and Agreement have been reviewed and approved by County Counsel, and Risk Management has reviewed and approved the contractor's insurance. The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Livable Community by increasing the overall supply of much-needed affordable housing. The Project's location on Delaware Street near Interstate 92, in close proximity with a concentration of retail shopping, renders this Project a hallmark of smart growth development.

Performance Measure:

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
No. of County-funded housing units developed and occupied	<b>69</b>	<b>122</b>

**FISCAL IMPACT:**

There is no Net County Cost. The total County obligation under this Agreement is \$1,986,532, of which \$677,338 is CDBG funding and \$1,309,194 is HOME funding. This contract amount is included in the Department of Housing Budget for FY 2011-12.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE: (A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH MP DELAWARE PACIFIC ASSOCIATES, L.P., TO ASSIST IN THE DEVELOPMENT OF AFFORDABLE HOUSING AT 2000 SOUTH DELAWARE, SAN MATEO, IN THE AMOUNT OF \$1,986,532 FOR THE TERM OF FOUR YEARS FROM MARCH 13, 2012 TO MARCH 12, 2016; AND (B) THE DIRECTOR OF THE DEPARTMENT OF HOUSING OR THE DIRECTOR'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS MODIFYING THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFYING THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

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

**WHEREAS**, in April 2010 the County Board of Supervisors approved the FY 2010-11 Action Plan funding for various activities under the federal Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Programs, including a housing reserve for projects selected through an off-cycle solicitation process; and

**WHEREAS**, in response to two off-cycle processes in Fall 2010, Contractor through its nonprofit affiliate MP Greenridge, Inc. applied for and was approved through a HUD-approved public participation process for incremental funding for the development of 60 units of affordable housing at 2000 South Delaware Street, San Mateo ("Project"); and

**WHEREAS**, Contractor made a third funding request through the County's FY 2011-12 annual Notice of Funding Availability cycle, resulting in supplementary funding to the Project under the FY 2011-12 Action Plan, which the Board approved in May 2011; and

**WHEREAS**, total County Project funding amounts to \$1,986,532, comprising \$677,338 CDBG funds and \$1,309,194 HOME funds; and

**WHEREAS**, in addition to the nonprofit, MP Greenridge, Inc., Contractor is also affiliated with the nonprofit housing provider, MidPen Housing, which formed both MP Greenridge, Inc. and the Contractor limited partnership, the latter a for-profit entity to take advantage of low income housing tax credits, a tax mechanism enabled under the IRS to attract equity financing for affordable housing projects; and

**WHEREAS**, Project is one-half of a larger 120-unit housing development, the other half of which is workforce housing targeted to households earning up to 120% AMI and which will be developed by a for-profit developer, Palo Alto Partners ("PAP"); and

**WHEREAS**, it is necessary and desirable that Contractor receive funding assistance in the amount of \$1,986,532 for the purpose of assisting in Project development;

**WHEREAS**, both parties now wish to enter into an Agreement in the amount of \$1,986,532 for affordable housing development at 2000 South Delaware Street, San Mateo, for the term of four years from execution; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement between the County of San Mateo and Contractor, reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED**, that the Director of the Department of Housing or the Director's designee shall be authorized to execute contract amendments modifying the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modifying the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*



**AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
DEPARTMENT OF HOUSING**

**AND**

**MP Delaware Pacific Associates, L.P.,**

**TO ASSIST WITH**

**Development of Affordable Housing at  
2000 South Delaware Street, San Mateo**

**FOR THE PERIOD**

**March 13, 2012 through March 12, 2016**

Contact Person: Marina Yu  
Telephone number: (650) 802-5039

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND  
MP DELAWARE PACIFIC ASSOCIATES, L.P.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MP  
Delaware Associates, L.P., a California Limited Partnership, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, in April 2010, the County Board of Supervisors had approved the FY 2010-11 Action Plan funding for various activities under the federal Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Programs, including a housing reserve for projects selected through an off-cycle solicitation process; and

WHEREAS, in response to two off-cycle processes in Fall 2010, Contractor through its nonprofit affiliate MP Greenridge, Inc. applied for and was approved through a HUD-approved public participation process for incremental funding for the development of 60 units of affordable housing at 2000 South Delaware Street, San Mateo ("Project"); and

Whereas, Contractor made a third funding request through the County's FY 2011-12 annual Notice of Funding Availability cycle, resulting in more supplementary funding to the Project under the FY 2011-12 Action Plan, which the Board approved in May 2011; and

WHEREAS, total County Project funding amounts to \$1,986,532, comprising \$677,338 CDBG funds and \$1,309,194 HOME funds; and

WHEREAS, in addition to the nonprofit, MP Greenridge, Inc., Contractor is also affiliated with the nonprofit housing provider, MidPen Housing Corporation, which formed both MP Greenridge, Inc. and the Contractor limited partnership, the latter a for-profit entity to take advantage of low income housing tax credits, a tax mechanism enabled under the Internal Revenue Code to attract equity financing for affordable housing projects; and

WHEREAS, the Project is one-half of a larger 120-unit housing development, of which the other half is workforce housing targeted to households earning up to 120% AMI and which will be developed by a for-profit developer, Palo Alto Partners ("PAP"); and

WHEREAS, the land for the 120-unit development is owned by the Redevelopment Agency of the City of San Mateo, which will enter into separate long-term ground-leases with Contractor and PAP to develop their respective parcels; and

WHEREAS, it is necessary and desirable that Contractor receive funding assistance in the amount of \$1,986,532 for the purpose of assisting in Project development;



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

**1. Exhibits**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Program/Project Description
- Exhibit B – Disbursements and Rates
- Exhibit C – Contractor Declaration Form
- Exhibit D – Additional Program Requirements
- Exhibit E – 504 Compliance

Notwithstanding any other provisions of this Agreement, in the event of a conflict between the terms of this Agreement and those of an Exhibit, the terms of the Exhibit will control.

**2. Services to be performed by Contractor**

In consideration for the funding assistance set forth herein and in Exhibit "B," Contractor shall perform the services (hereinafter referred to as the "services" or the "work") necessary to implement the Program/Project as described in Exhibit A. For the purposes of this contract "Program" or "Project" may be used interchangeably.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, County shall disburse funding assistance to Contractor in the form of payments based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold disbursements if the County determines that the quantity or quality of the work performed is unacceptable. In no event will the County's total fiscal obligation under this Agreement exceed **One Million Nine Hundred Eighty-Six Thousand Five Hundred Thirty-Two Dollars, (\$1,986,532)**.

**4. Term and Termination** Subject to compliance with all terms and conditions, the term of this Agreement will be for four years from execution unless otherwise modified in Exhibit A.

County may terminate this Agreement for cause after giving Contractor written notice of any breach or default and after the expiration of 30 days from the date of such notice to cure said breach or default, if Contractor fails to cure said breach or default to the satisfaction of County, in County's reasonable discretion.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver will not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

**5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by

providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

## **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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

## **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any services or work provided by Contractor or payments made pursuant to this Agreement, provided that this will 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 herein, will 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 thereof 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 the County's prior written consent will give County the right to automatically and immediately terminate this Agreement.

## **9. Insurance**

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

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the

Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as will protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance will be combined single limit bodily injury and property damage for each occurrence and will be not less than the amount specified below.

Such insurance will include:

- (a) Comprehensive General Liability .....\$1,000,000, per occurrence
- (b) Motor Vehicle Liability Insurance:.....\$1,000,000, per occurrence
- (c) Professional Liability .....\$1,000,000, per occurrence

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

## 10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement will be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Exhibit E, which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Charter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in, the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 will be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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:
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 will include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Equal Benefits Ordinance, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance.**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to its employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees regular pay the fees received for jury service.

## **13. Retention of Records, Right to Monitor and Audit**

- A Contractor shall maintain all required records for five (5) years after the County makes final payment and all services provided pursuant to this Agreement have been completed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

## **14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the 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 this 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 shall be in writing and signed by the parties.

## **15. Controlling Law and Venue**

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

shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

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

<p>In the case of County, to: Duane Bay, Director Department of Housing County of San Mateo 262 Harbor Blvd., Bldg. A Belmont, CA 94002-4017 Phone 650 802-5050</p>	<p>In the case of Contractor, to: Matthew O. Franklin MP Delaware Pacific Associates, L.P. c/o MidPen Housing Corporation 303 Vintage Park Drive, Suite 250 Foster City, CA 94404 Phone 650 356-2900</p> <p>With a copy to: Union Bank, N.A. 200 Pringle Ave., Suite 355 Walnut Creek, CA 94596</p>
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In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

**REST OF PAGE DELIBERATELY LEFT BLANK.**

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
President, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**MP DELAWARE PACIFIC ASSOCIATES, L.P.,  
a California limited partnership**

By: MP Delaware Pacific LLC, its general partner

By: Mid-Peninsula Greenridge, Inc.,  
its member/manager

By: \_\_\_\_\_

Contractor's Signature (use blue ink only)

Name: \_\_\_\_\_

Title: Assistant Secretary

Date: \_\_\_\_\_

**Exhibit A**  
**Program/Project Description and Specific Requirements**

---

1. Project Description/Eligible Costs. Funding provided in this Agreement is for predevelopment and other eligible soft costs and development activities in connection with the development of 60 units of affordable housing at 2000 South Delaware Street, San Mateo ("Project" or "Property"). Project will be developed subject to a long-term ground-lease provided by the City of San Mateo Redevelopment Agency.

Construction of the Project will meet federal Section 504 requirements, described in Exhibit D, for persons with physical and sensory accessibility needs, and applicable federal prevailing wage requirements under Davis-Bacon, also described herein this exhibit and Exhibit D, in addition to all other applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter that govern the construction.

Proposed Project will consist of 60 units, with the following unit size distribution:

# Bedrooms	Total Units	HOME-Assisted Units	Proposed Rent for HOME-Assisted Units (excluding utilities)
0	0	0	0
1	18	4	\$714
2	22	4	\$850
3	20	3	\$975
4	0	0	
<b>Total</b>	<b>60</b>	<b>11</b>	

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services/activities listed in the table below.

Prior to the first draw request/request for reimbursement and at either each subsequent funding draw request or upon submission of the quarterly performance report described later in this Exhibit A, but no less frequently than quarterly throughout the Performance Period as defined below in Paragraph 10 of this Exhibit A, Contractor shall provide County Department of Housing ("DOH") with a performance schedule, including milestones, for use of funds, including tasks to be performed, and a timeline for completing tasks within the overall Project budget, shown below, and shall provide timely updated performance schedules reflecting any changes as they become known.



Work Scope	County CDBG *	County HOME	Total
Acquisition - Legal	77,338		77,338
Demolition & Site work	570,000		570,000
Water Connection	30,000		30,000
Local Development Impact Fees		769,197	769,197
Building Permit and City fees		438,952.00	438,952
Hard Costs		101,045.00	101,045
<b>TOTAL</b>	<b>\$677,338</b>	<b>\$1,309,194</b>	<b>\$1,986,532</b>

\* In the event that HUD disallows eligibility for any County approved CDBG activity, County shall substitute HOME funds and will amend Notes and Deeds of Trust accordingly after Project Completion.

DOH and Contractor understand that the above-referenced costs are estimates and subject to variability. Should there be a substantial change in work scope activities and/or estimated costs (defined as a 10% +/- variance in line item cost estimate), Contractor shall inform DOH in writing for DOH review and approval. In the event of uncertainty, DOH will make the determination of substantial change.

Unless otherwise noted herein, funding is provided in the form of a loan in accordance with terms described below. Funding provided in this agreement is from the following sources:

	CDBG (\$)	HOME (\$)	HOME CHDO RESERVE (15%) \$	OTHER (\$)	TOTALS (\$)
FY 2010-11	281,081	305,451	NA	NA	586,532
FY 2011-12	396,257	1,003,743	NA	NA	1,400,000
<b>TOTAL</b>	<b>677,338</b>	<b>1,309,194</b>			<b>1,986,532</b>

2. HOME Match Contribution. For housing projects receiving HOME assistance, prior to the start of construction, Contractor shall provide DOH with written information confirming the type and amount of HOME match contribution that will satisfy the 25% HOME Program match contribution requirement as described in HOME regulations 24 CFR 92.218 through 92.222. No later than DOH project close-out, Contractor shall provide documentation that it has met the 25% HOME match contribution requirements.

Contractor has identified the minimum HOME match in the amount of : \$ 327,299 in the form of: To be determined.

3. CHDO Project. Contract is not certified as a Community Housing Development Organization (CHDO) under the HOME 24 CFR 92.300 and 92.301. For CHDO projects, unless stated otherwise herein, in accordance with County policy for CHDO-sponsored Projects, all HOME funds provided in this Agreement will be treated as CHDO funds. CHDO projects undergoing development and upon occupancy must comply with all HOME requirements.
4. HOME Affordability Covenant. **Eleven (11)** units in Project are HOME-assisted as indicated above in Section 1 of this Exhibit. In accordance with HOME Program requirements, all

Projects receiving HOME funds must record on title a HOME affordability covenant ("Covenant") or deed restriction ("Deed Restriction") that runs with the land and restricts household incomes and rents of HOME-assisted units such that these units remain continuously affordable to very low and low income tenants for a specified period of time. The minimum affordability term ranges from five to twenty years depending on the per-unit HOME costs and HOME-funded activity. This restriction will be binding on the Contractor and any and all successors in interest. Contractor will record the restriction, which will become effective at Project Completion. The County defines Project Completion as the date of issuance of the Certificate of Occupancy or some other document acceptable to DOH evidencing completion, notwithstanding that HUD currently defines Project Completion as the date when final HOME funds are drawn down and project completion information has been entered in the disbursement and information system established by HUD. The Covenant will incorporate the following provisions:

5.

(1) HOME Definitions

The following definitions and dollar amounts referred to in these definitions may be adjusted from time to time based upon action by the United States Department of Housing and Urban Development (HUD) or any successor agency, and any such adjustments shall be incorporated by reference into this Agreement.

- a. High HOME Rent is rent that does not exceed the lesser of (1) the Section 8 Fair Market Rents (FMRs), as established by HUD under 24 CFR Part 888, for existing housing minus tenant-paid utilities; or (2) 30% of annual income for households at the HOME income limit for San Mateo County described below and adjusted for family size, less tenant-paid utilities. Under this definition (2) for San Mateo County, High HOME Rent is calculated at 60% of the Area Median Income (AMI).

If tenant is paying any utilities, a "utility allowance" must be deducted from the above rent figures. This allowance is calculated by HUD under 24 CFR Part 880 - 886 and should be obtained annually by contacting the San Mateo County Housing Authority.

- b. Low HOME Rent is rent that is 30% of annual income for households at the Very Low-Income limit (or 50% AMI) for San Mateo County, adjusted for family size, minus tenant paid utilities.

If tenant is paying any utilities, a "utility allowance" must be deducted from the above rent figures. This allowance is calculated by HUD under 24 CFR Part 880 - 886 and should be obtained annually by contacting the San Mateo County Housing Authority.

- c. Very Low-Income is the qualifying income with adjustments for family size, for very low-income households as established by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. These income limits are adjusted from time to time.

- d. HOME Income is income at 60% AMI, adjusted for family size as calculated by HUD and adjusted from time to time by HUD or a successor agency.

(2) Rent and Occupancy Restriction

**At least 20% of the HOME assisted units (3 units)** must be occupied by households whose income does not exceed the **Very Low-Income** limit as specified above, which limit may be adjusted from time to time by HUD or any successor agency. The rent on said units, including tenant paid utilities, may not exceed the Low HOME Rent specified above, which rent may be adjusted from time to time by HUD or any successor agency.

**All remaining HOME assisted units** must be occupied by households whose income does not exceed the HOME Income Limit as specified above, except that after initial occupancy, tenant incomes in these units may increase up to 80% AMI. The rent on said units, including tenant paid utilities, may not exceed the High HOME Rent, which rent may be adjusted from time to time by HUD or any successor agency.

Floating HOME Units: The specific units affected by this Restriction shall be "floating" units, that is, there shall be no specified HOME-assisted units provided a minimum number of units is occupied in compliance with the HOME requirements specified above, and the floating units reflect the unit-size mix of the entire Project.

Over-Income Tenants: In the event that the income of a qualifying tenant increases so that the tenant no longer meets the income criteria (i.e., 50% AMI for the Low HOME Units and 80% AMI for the High HOME Units), the Owner will be allowed a variance to the income criteria of this Restriction until such time as said formerly qualifying tenant vacates the unit, or another unit of comparable size in the Project becomes available, at which time that unit must be rented to a qualifying tenant and the restriction shall transfer to the new unit. The rent for an over-income tenant whose income exceeds 80% AMI, adjusted for household size, must be calculated at 30% of adjusted gross income, capped at market rent for comparable, unassisted units, provided however, that if the tenant is occupying a unit that has been allocated low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 (26 USC 42), the rent will be governed by that provision.

(3) Subordination:

The Covenant shall be subordinate to any mortgage or Deed of Trust and the affordability period shall be terminated in the event of a foreclosure or transfer in lieu of foreclosure if the foreclosure or other transfer recognizes any contractual or legal rights of the County of San Mateo to take actions that would avoid the termination of low-income affordability. However, this affordability restriction shall be revived if, during the original term hereof, the owner of record before the foreclosure or other transfer, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the property.

Owner grants to the County of San Mateo the right to take any and all legal action necessary to enforce the provisions of this restrictive covenant, and Owner will be responsible for all reasonable legal expenses incurred by the County in the enforcement of this restrictive covenant. Within the HOME Program guidelines, the County of San Mateo will have the right to waive any and all breaches of the terms of this affordability restrictive covenant, but any such waiver shall not be deemed a waiver of any previous or subsequent breaches.

6. NEPA Environmental Review: Prior to disbursement of funds under this agreement, a HUD-required environmental review (ER) under the National Environmental Protection Act (NEPA) will be undertaken by DOH on behalf of the County to determine any environmental impacts on the physical and built environment. Non-staff costs to prepare the ER will be deducted

from the proceeds of funding provided in this agreement. In no case will funds be disbursed to Contractor for the Project until the ER has been completed to the satisfaction of DOH and/or HUD. Parties to this Agreement acknowledge the NEPA ER has been completed with HUD issuance of the Authority to Grant Funds, dated June 3, 2011.

7. Conditional Commitment of Funds. Not applicable.
8. NEPA Conditions of Approval. Should the ER establish conditions of approval for funding, Contractor shall comply with these conditions. DOH may require a separate written assurance regarding Contractor compliance. ER has determined that Project will need to meet noise abatement requirements enumerated in the Special Environmental Clearance and Waiver of EIS dated March 21, 2011 and signed by the Certifying Officer, the DOH Director.
9. Davis-Bacon Prevailing Wage. As provided in Exhibit D herein, for applicable construction projects, Contractor shall comply with federal requirements requiring the payment of prevailing wages, as determined by the U.S. Department of Labor, to all laborers and mechanics on construction projects funded with federal funds. In summary, the following project types are subject to the Davis-Bacon prevailing wage requirements: CDBG assistance for housing construction activities in connection with projects involving 8 or more units; CDBG assistance of non-housing projects (public facilities) in which the construction contract exceeds \$2,000; and HOME assistance of housing projects in which HOME is assisting 12 or more units. (Projects receiving a commitment of project-based vouchers ("PVB") under Section 8 of the National Housing Act from the County of San Mateo Housing Authority ("Housing Authority") for newly constructed or rehabilitated units will be subject to Davis-Bacon prevailing wage requirements if the PBV commitment covers nine or more units. Contractor should consult with the Housing Authority for guidance.) Contractor is directed to [www.gpo.gov/davisbacon/](http://www.gpo.gov/davisbacon/) for compliance information, including the applicable Wage Determination.
10. Displacement, Relocation, and Acquisition. In accordance with Exhibit D regarding Relocation Assistance and Real Property Acquisition Policies Act of 1970, and as applicable HOME and CDBG regulations at respectively 24 CFR 92.353 and 24 CFR 570.606, Contractor shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of the Project. As applicable, Contractor shall be responsible for meeting compliance with requirements of the aforementioned regulations and shall include relocation costs in the Project budget to determine total Project costs.
11. Performance Period. Contractor shall complete the Project during the Performance Period, which shall be the exact Term of this Agreement as set forth in Paragraph 4 of this Agreement, as such Term may be amended by the parties. Failure to complete the activities described in Project Description during the Performance Period will constitute a breach of the terms of this Agreement, provided, however, the Performance Period may be extended at the sole discretion of the Director of the DOH on behalf of the County. During the Performance Period, Contractor shall submit required quarterly progress reports described below and records of costs incurred for County review as necessary.
12. Compliance Period. Owners of rental housing assisted with HOME funds must maintain the housing in habitable condition and for HOME-assisted Projects, in compliance with property standards at HOME 24 CFR 92.251, for the entirety of the Compliance Period. The Compliance Period is defined as the time frame beginning immediately upon completion of the

Performance Period and ending the later of the expiration of the HOME Affordability Covenant or the maturity of the Note described herein. For Projects involving construction, the Compliance Period will begin immediately upon issuance of the Certificate of Occupancy, the Certificate of Completion, or some other document acceptable to DOH. Contractor shall provide DOH with a housing completion report, including final Project funding sources/uses, and tenant profile described below on forms provided by the DOH within the first 180 days of the Compliance Period. Upon Contractor request to DOH, the due dates for these reports may be extended to accommodate a longer lease-up period as the case may be. The aforementioned forms are accessible on the DOH website, accessible on DOH website, [www.smchousing.org](http://www.smchousing.org).

Thereafter, on an annual basis during the Compliance Period, or more often if required by the County, Contractor will provide the County with all information necessary to monitor the Project relating to program compliance matters. Annual information required will include but is not necessarily limited to: evidence of continuing fire and liability insurance; annual certified financial audit; tenant incomes and rents; and any other compliance information as may be required by the County.

13. Property Standards. Construction of the Project must fully comply with all applicable local and State building codes and regulations. All HOME-funded projects also must meet property standards in 24 CFR 92.251 of the HOME Program Rules ("HOME"). Improvements to existing residential property must meet federal lead-based paint standards referenced in Exhibit D.
14. Agreement Term Extension. The parties to this Agreement hereby acknowledge and affirm that notwithstanding **Section 4 Term and Termination, of this Agreement**, completion of the Performance Period shall automatically and without further action on the part of the parties, extend the Term to coincide with the expiration of the Affordability Covenant period or of the Compliance Period, whichever such event occurs later.
15. Quarterly Performance Reporting. During the Performance Period, Contractor shall submit to DOH a Quarterly Performance Report within 30 days of the end of each quarter. The report should be in the form of a narrative description of all activities performed in relation to the project including all pre-development activities. The report should include a project time-line, including a schedule for completing milestones and/or tasks, and indicate the status of the project in relationship to this time-line. Contractor must document any changes from the time-line submitted with the original application. Quarterly performance reports will be provided to DOH during the course of the Project until after Project completion, even if all of the funds provided under this Agreement have been expended. This report requirement is in addition to any information submitted with requests for reimbursement.
16. Project Completion Reporting. Upon completion of the project, Contractor shall provide reports depending on the Project type and in a format provide by DOH. Completion reports include, but are not limited to: Tenant Profile; a Project Completion audit or other audit required under tax credit requirements or other affordable funder performed by an independent certified public accountant identifying the sources and uses of all Project funds; Project Financial Completion Report (sources and uses of funding), which shows the total of all funds expended for the Project. County completion forms are accessible on the DOH website, [www.smchousing.org](http://www.smchousing.org). Should Project financing involve tax credits or other financing requiring the preparation of a final Project Cost Audit ("Cost Audit"), Contractor shall provide a copy of such audit to DOH within the same timeframe prescribed by the funding source requiring such audit.

17. Affirmative Marketing. Projects containing five or more units, regardless of funding source, must comply with affirmative marketing responsibilities that meet federal and state requirements. Projects with five or more HOME-assisted units must also comply with affirmative marketing standards enumerated at HOME regulation 24 CFR 92.35.
18. Monitoring. In accordance with the Agreement provision pertaining to *Retention of Records*, during the Performance and Compliance Periods described in this Exhibit, County may undertake monitoring of Contractor's records and premises for program compliance. As applicable, Contractor shall keep and maintain income records of all tenants who rent any HOME-assisted units for the entire period of affordability term. Notwithstanding the aforementioned, Contractor shall maintain all required records for a period of five (5) years after the end of the Compliance Period. Contractor shall be given adequate notice of any monitoring.

DOH may review documents relevant to the financial condition of Projects to ensure long-term viability. DOH will conduct a monitoring review of Project periodically according to HUD requirements for affordability and other standards. Monitoring visits will consist of the following:

- (1) On-site inspections of selected units/common areas and resident files. All units and files need to be accessible during the monitoring visit for random sampling.
  - (2) Verification of Contractor-completed Tenant Profile form, as applicable, required by HUD, containing demographic information such as race/ethnicity, and income verification. If a resident refuses to provide race/ethnicity, Contractor may make a visual observation and note in the application that the resident declined to answer. Income verifications should be completed on an annual basis.
19. Contract Number. All correspondence, invoices, payments, and reports must include the County contract number.
  20. Rents and Occupancy. Project financing is anticipated to include proceeds from low-income tax credits. As such, the Project rents and occupancy will be restricted by this funding source to low income occupancy with affordable rents. Notwithstanding that HOME-assisted unit rents and occupancy will be subject to HOME affordability requirements as referenced above, financing provided under this Agreement is not intended to make the rents and occupancy more restrictive than those required by tax credits or other affordable housing finance sources. Compliance with these other requirements will constitute substantial compliance with County requirements.

Prior to marketing in accordance with **Section 15** above, and prior to the initial Project leasing period, Contractor shall submit for County review and approval, the Project's initial rent schedule and utility allowances. For HOME-assisted units, Contractor shall certify each tenant's income in accordance with HOME Section 92.203(a)(l)(i). Contractor shall re-certify each tenant's income in accordance with Section 92.252(h). For tax credit projects, County shall defer to income certification requirements imposed by tax credits. Otherwise Contractor shall rely on income determination calculations set forth in 24 CFR Part 5 (i.e., the Section 8 Voucher Program). County low income and HOME rent-limits may be obtained from the DOH website [www.smchousing.org](http://www.smchousing.org).

Contractor shall not refuse to lease HOME-assisted units to a certificate or voucher holder pursuant to 24 CFR Part 982 (Section 92.252(d)).

21. Tenant Protections. Contractor shall provide a lease for rental housing and such lease will be for not less than one year, unless by mutual agreement between the tenant and the owner. Leases for HOME-assisted units will comply with provisions enumerated at HOME 24 CFR 92.254, *Tenant and Participant Protections*.
22. Ground-Lease. Project will be developed on land leased for an anticipated term of 99 years from the City of San Mateo Redevelopment Agency. The ground-lease ("Ground-Lease") rent is anticipated to be One Dollar (\$1.00) a year. County shall be provided an opportunity to review and approve the terms and conditions of the Groundlease prior to its execution.
23. Security/Term. Funding provided will be unsecured until such time Contractor secures a leasehold interest in the Property, anticipated to occur before start of construction, described in Section 1 of this Exhibit. Prior to County recording a lien against the leasehold interest, DOH Director shall determine a maximum amount of funds disbursable under this Agreement.

Should the funding provided in this agreement be from more than one source, separate Promissory Notes ("Note") and Deeds of Trust will be executed for each funding source. For each funding source Contractor shall execute and deliver a Promissory Note in the amount indicated below, and Deed of Trust secured against a leasehold interest in favor of the County to secure the performance of all terms and conditions of the Note and this Agreement.

Funding Source*	Note Amount (\$)	Deed of Trust Amount
CDBG	677,338	Same as Note Amount
HOME	1,309,194	Same as Note Amount

In the event that HUD disallows eligibility for any County-approved CDBG activity, County shall substitute HOME funds and will amend the Notes and Deeds of Trust accordingly after Project Completion.

The Note[s] will be non-recourse. The Deed[s] of Trust will be recorded in the Office of the Recorder of the County of San Mateo. The Deed[s] of Trust may be subordinate to any liens of Contractor's construction and permanent financing. County agrees to execute subordination agreements reasonably requested by Contractor's construction and permanent lenders.

For each Note, no interest will accrue on the Note until Project Completion. Interest at the rate of three percent (3%) simple will be charged annually, commencing on the first day of the first month following the issuance of the Certificate of Occupancy, Notice of Completion, or some other document evidencing completion acceptable to DOH. Payment in full on the Note, including any accrued interest, will be due and payable no later than fifty-five (55) Years after receipt of the afore-mentioned completion document for the Project ("Note Maturity"). The Note will be executed prior to any disbursement of funds under this Agreement. Should there be a conflict in the language between the Note and this Agreement, the Note will prevail.

24. Repayment. **The provisions and requirements in this and foregoing sections will refer to each Note unless stated otherwise.**

Annual payments on the Note will be made from Project Operations, which begins on the first day of the month after Project receives a Certificate of Occupancy, Notice of Completion, or some other document evidencing completion acceptable to DOH. Annual payments will be equal to the lesser of: (a) **50%** of Residual Receipts, with payment amount determined by amount of County funding provided in this Agreement as a proportion of all Public Agency subordinate residual receipts funding (to be confirmed by DOH and Contractor in writing

outside of this Agreement), or (b) equal annual payments amortized to pay the loan in full by Note Maturity.

Payment will be first applied to outstanding interest and then to principal until the Note is paid in full. In the event this payment is less than accumulated interest owed plus current interest, any unpaid interest will carry over to the following year. Interest will not compound on this interest carry-over. The entire outstanding principal balance plus any unpaid accrued interest will be due and payable upon Note Maturity.

The first payment will be due no later than 120 days after the end of the Project's first fiscal year after completion of construction. A copy of the annual independent financial audit delineating Residual Receipts payment to the County will also be delivered to the County not later than 120 days after the end of each of the Project's fiscal years.

Residual Receipts will mean, with respect to the Project's fiscal year, the amount by which Gross Revenue exceeds Annual Operating Expenses, as defined below.

"Gross Revenue" is defined as all rental and incidental income from the Project; but excluding tenant security deposits, loan proceeds and capital contributions; and any interest earned on said deposits.

"Annual Operating Expenses" means costs reasonably and actually incurred for operations and maintenance of the Project to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally acceptable accounting principles. A copy of the audit will be delivered with payment as specified above. Costs associated with the Project Operations and maintenance include the following: property and other taxes and assessments imposed on the Project; premiums for property damage and liability insurance; utility services not paid for directly by the tenants, including but not limited to water, sewer, trash collection, gas and electricity; maintenance and repair including but not limited to pest control, landscaping and grounds maintenance, painting, and decorating, cleaning, common systems repairs, general repairs, janitorial supplies, and others; any license or certificates of occupancy fees required for operation of the Project general administrative expenses including but not limited to advertising, marketing, security services and systems, professional fees for legal, audit, accounting and tax returns, and other; resident services expenses, standard for the industry, for staffing, equipment, and onsite programs; subsidized transit pass programs, transportation coordination and Transportation Management Association fees as required by the City of San Mateo; property management fees and reimbursements including on-site manager expenses, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the County (which such approval will not be unreasonably withheld); asset management fees; annual cash deposited into a reserve for capital replacements of Project improvements in an amount of Five Hundred Dollars (\$500) per unit per year, provided any changes to the amount deposited into this replacement reserve will require DOH approval; cash deposited into an operating reserve for the Project and such other reserves as may be required by the Contractor's Partnership Agreement or the Contractor's senior lenders; payments of any deferred developer fees; annual partnership management fee of Thirty Five Thousand Dollars (\$35,000) in the first year of Project Operations and increasing by three percent (3%) each year thereafter; any advances by partners required under the Partnership Agreement, if applicable, of Contractor and any fees (including deferred developer fees) to partners required under the Partnership Agreement of the contractor; and required debt service payments of loans in senior position to this Loan.



**Notwithstanding specific dollar amounts noted herein, prior to start of Project operations, Contractor will confirm in writing with DOH all fee and reserve amounts to be included in the above calculations for Residual Receipts. Annual operating expenses will not include the following: depreciation, amortization, depletion, or other non-cash expenses, or any amount expended from a reserve account.**

25. Excess Construction Proceeds/Cost Savings. Surplus Construction Cash is defined as the difference between total of all sources of funds received for the Project and the total cost of the Project including funding of required reserves and payment of developer fee. If Surplus Construction Cash remains after construction is completed and all obligations to construction contractors, subcontractors, lenders and investors for construction period expenses are satisfied, Contractor shall reimburse the County for its pro rata share based on its loan amount. Contractor shall prepare and submit to County a Cost Audit detailing the amount of Surplus Construction Cash, if any, within 90 days of Project completion. County may, at its sole option, accept a Cost Audit required by another funding source as evidence of Surplus Construction Cash, if any.

Contractor shall distribute Surplus Construction Cash among the County and any other governmental agency(-ies) requiring reimbursement/repayment in direct proportion to the share of total Project funds from each such agency funding the Project. In addition to the County, the other governmental agencies entitled to reimbursement/payment are: The Redevelopment Agency of the City of San Mateo and California Housing Finance Agency. County investment in the Project comprises the funding amount provided in this Agreement. This reimbursement will be counted toward repayment of the amount owed on the County Note(s), with such payment first applied toward any interest accrued before reduction of the principal balance.

Contractor may opt to retain up to 50% of the Surplus Construction Cash proceeds with the other 50% to be distributed to the County and other applicable public/governmental agencies in the proportion described above. Should Contractor opt to retain a portion of the Surplus Construction Cash, its portion shall be used solely for ongoing Project Operations or for Developer Fees. In either case, Contractor shall inform County of its intent to retain up to 50% of the Surplus Construction Cash, and provide a detailed description of the intended use(s) of the Surplus Cash, as well as the identity of any other public/governmental funding agencies, in writing, no later than the permanent loan closing date.

26. Prepayment. Prepayments may be made at any time without penalty.
27. Due on Sale, Refinance or Transfer of Title. Contractor shall not assign its rights under this Agreement without obtaining the prior written consent of the Director or his/her designee or sell or refinance the Property or Project other than a refinance for a permanent loan to repay any interim loans taken out to undertake the construction of the Project. In the event of a sale or transfer of the Project or any interest therein by Contractor without such consent, the entire principal balance of the Note, including any accumulated interest, will be immediately due and payable, provided, however, the assignment or transfer of the Project to a partnership for purposes of syndicating low income tax credits and in which the Contractor or a nonprofit affiliate of the Contractor or a limited liability company whose members are a nonprofit affiliate of the Contractor and any transfer of limited partnership interests in Contractor or removal of the general partner of Contractor and replacement with Union Bank, N.A. or an affiliate thereof, shall not be considered a sale or transfer of the Project.

28. Acceleration of Note. In the event Contractor breaches any of the terms and conditions of this Agreement after thirty (30) days written notice to Contractor and a subsequent 30 day notice to Union Bank, N.A. as investor limited partner of Contractor and failure to correct the breach, the Contractor will be in default of the terms and conditions of this Agreement as well as the Note, and the County may demand immediate and full payment of the principal amount of this Note and any accrued interest, and/ or may initiate foreclosure proceedings under the Deed of Trust. Provided, however, if the breach cannot reasonably be cured within 30 days, Contractor shall not be in default under this Agreement if Contractor has commenced the cure within 30 days' written notice from County and is diligently pursuing the cure to completion.

Default may result from:

- a. Failure of Contractor to make any payment hereunder as when and due;
  - b. Failure of Contractor to perform or observe any terms or provisions of this Agreement, including but not limited to meeting HOME affordability requirements as described in Section 92.252 or 92.254, as applicable ;
  - c. Failure of Contractor to perform under the ground-lease after expiration of applicable cure periods;
  - d. Use of funds under this Agreement for purposes not approved by the County; or
  - e. Occurrence of any other event (whether termed default, event of default or otherwise) which under the terms of this Agreement will entitle the County to exercise rights or remedies hereunder.
29. Title Policy. If funds provided in this Agreement are to assist in property acquisition, Contractor shall open an escrow with a mutually acceptable title company. County as a lender shall provide enabling escrow which will include instructions to record the Deed of Trust.

For all loans secured by a deed of trust, at the close of escrow Contractor shall obtain an ALTA extended coverage lender's policy of title insurance in an amount not less than the face value of the Note, clear of any title defects which would prevent the operation of the proposed Project. Contractor shall be responsible for paying all recording fees, escrow fees, the premium for the title insurance policy, all fees and cost for any new financing, and shall pay any applicable transfer taxes.

30. Fire and Extended Coverage. Contractor at its costs shall maintain on the Project a policy of standard fire and extended coverage during the life of the Note and Deed of Trust securing this Agreement, or any subsequently executed document which replaces the Note and Deed of Trust, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value of the improvements which are part of the premises. The insurance policy must be issued in the names of Contractor and the County as their interests appear. The insurance policy must contain a lender's loss payable endorsement, providing that any proceeds will be payable to the County as its interests appear and will be subject to the interest of senior lenders.

Subject to the requirements of senior lenders in the event that Contractor shall undertake to restore the damaged improvements or to reconstruct the destroyed improvements within a period of sixty (60) days of receipt of insurance proceeds, such insurance proceeds received by the County will be released to Contractor as payments are required for said purposes, and upon completion of such restoration or reconstruction, any balance thereof remaining will be paid to Contractor forthwith, subject to the rights of senior lenders.

In the event that Contractor fails to undertake the restoration or reconstruction of such improvements within sixty (60) days after receipt of insurance proceeds following any such damage or destruction, there will be paid and released to the County from such insurance proceeds a sum equal to the cost of clearing the premises in the event Contractor does not at its own expense clear the premises within said period. Subject to the rights of senior lender, the balance will be held to compensate the parties to this Agreement as if the premises were sold. Subject to the requirements of senior lenders, Contractor shall also sell the vacant land on the open market and the proceeds of said land sale will be paid to County to repay the loan subject to the rights of senior lenders.

31. Notification to County of Lease-Up and Tenant Marketing. Contractor shall provide the County with a copy of Contractor's tenant marketing plan for the Project plus notices advertising availability of units. The County shall, in turn, advertise any Project openings or vacancies through its on-going housing informational communication to outside agencies.
32. Mandatory Acknowledgment of County as Funder. All projects/programs receiving any type of funding assistance and or substantial technical assistance through DOH will be required to indicate such in any advertising, marketing, public presentations, press releases, written materials or project descriptions. Such acknowledgement should also identify HUD's involvement in the Project.

All Capital projects must display signage as described below:

- Temporary Construction Signage identifying DOH funding and/or technical assistance and HUD involvement must be appropriately displayed during the major portion of the construction phase. Such signage must be provided by the Contractor and must be pre-approved by the DOH in design and content.
- Permanent Signage must be attached to all completed projects and must be displayed in a visible, heavily trafficked area of the Project, e.g., front lobby, main entry or walkway, etc. Location of display must be approved by DOH. Permanent historical signage in the form of an 8' x 10" bronze plaque may be provided by DOH and may be reimbursed from loan proceeds as a project cost. As an alternative, County may agree to other signage which acknowledges DOH and HUD, but such signage must be approved in advance.

## Exhibit B Disbursements and Rates

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In consideration of the services provided by Contractor in Exhibit "A", County shall reimburse Contractor based on the following terms:

Except in cases in which funding provided in this agreement will be used for property acquisition, funding assistance by County will be provided upon submission of reimbursement requests by Contractor to the County. Requests for reimbursement will include copies of invoices paid together with warrants, canceled checks, or other proof that the invoices have been paid. The request must include a brief narrative description of the progress of the Project and the items being reimbursed.

For all other payment requests of County, Contractor shall certify in writing that the specific services for which funding assistance is being requested have been satisfactorily completed, that the amounts requests are accurate and that all such amounts are being or have been expended on behalf of and exclusively for the project. The County reserves the right to verify such completion prior to payment to Contractor.

For property acquisition, County shall deposit funds into an escrow held by a title company mutually approved by County and Contractor, in accordance with County enabling instructions. County funds deposited into escrow will be used by the title company to consummate the transaction within the acceptable time constraints of CDBG and/ or HOME, as the case may be.

In the event of a questionable reimbursement request by Contractor, County shall state in writing the specific nature of its objections to the request. The County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. The County will not be obligated to make reimbursement for any amount requested unless and until any and all objections to the request, including but not limited to the adequacy of the services rendered or the amount of the reimbursement request, have been resolved.

None of the funding assistance provided under this Agreement shall be used to support Contractor's program administration, including salary, fringe benefits or other compensation of its employees or affiliates.

Exhibit C

Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Table with Contractor Name, Contact Person, Address, Phone, and Fax fields.

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
- offering a cash equivalent payment to eligible employees in lieu of equal benefits.
Contractor does not comply with the County's Equal Benefits Ordinance.
Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
- Contractor is a party to a collective bargaining agreement that began on \_\_\_ (date) and expires on \_\_\_ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
Contractor does not comply with the County's Employee Jury Service Ordinance.
Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
- Contractor is a party to a collective bargaining agreement that began on \_\_\_ (date) and expires on \_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

**Exhibit D**  
**Additional Program Requirements**

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**1. BREACH OF AGREEMENT**

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination of the Agreement at the election of County or upon the direction of HUD.

**2. AGREEMENT TERMINATION**

County may terminate this Agreement for cause in accordance with the provisions of Paragraph 4 of this Agreement and/or initiate acceleration of the Note in accordance with Paragraph 28 of Exhibit A.

**3. CONFLICT OF INTEREST**

No members, officers, or employees or agents of County, no member of the County's Board of Supervisors, and no other public official who exercises any function or responsibility with respect to the program that is the subject of this Agreement ("Program") during his/her tenure, or for one year thereafter, shall have any financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

During his/her tenure, and for one year thereafter, no member, officer, board member or employee or agent of Contractor who exercises any function or responsibility with respect to Contractor's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Contractor shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Contractor shall incorporate the above provision into all contracts awarded in connection with this Agreement.

**4. LOBBYING PROHIBITED**

Federal funds will not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. Federal funds will not be used by Contractor to lobby or influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

**5. INFLUENCING PROHIBITED**

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

C. The language of paragraphs 5A and 5B will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## **6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in 24 CFR §§570.600-612:

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.

B. Public Law 90-284, Fair Housing Act (42 U.S.C. §§3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit will be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities will be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds will be paid prevailing wages of the locality as determined by the Secretary of Labor.

F. Section 3, Housing & Urban Development Act of 1968. For all programs receiving \$100,000 or more, or construction projects receiving \$200,000 or more, of HUD financial assistance, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in the area. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the area. Section 3 Businesses are defined as businesses: 1) that are at least 51% owned by Section 3 Residents; 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or 3) that provide evidence of a commitment to subcontract in excess of 25 % of the dollar award of all subcontract to be awarded to a Section 3 business concern. Contractors must maintain appropriate documentation of their efforts to comply with Section 3 requirements.

G. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.



H. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.

I. Executive Order 11246, as amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.

J. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low- and moderate-income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.

K. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

L. Housing & Community Developments Act of 1974, 24 CFR Part 5, which provides that assistance will not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at <http://epls.arnet.gov>.

## **7. UNIFORM ADMINISTRATIVE REQUIREMENTS**

A. Contractor, if a governmental entity or public agency, will comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable sections of 24 CFR §85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR §570.502(a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR §570.502(b).

## **8. RETENTION OF RECORDS**

Notwithstanding Section 13 A of the Agreement, the Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after completion of all services rendered under this Agreement.

## **9. CDBG PROGRAM INCOME**

If specifically authorized in this Agreement, Contractor may keep CDBG program income. In all cases, CDBG program income must be used for CDBG-eligible activities. Program income is defined at 24 CFR 570.500 as gross income that is directly generated from the use of CDBG funds. Program income includes, but is not limited to: proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; proceeds from the disposition of equipment purchased with CDBG funds; gross income from the use or rental of real or personal property acquired with CDBG funds, less costs incidental to generation of the income; and gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of income. For activities funded with CDBG funds, Contractor shall comply with CDBG program income requirements at 24 CFR 570.503 and 504. Unless specifically designated otherwise by the County herein, any program income on hand when the agreement expires, or received after the agreement's expiration, will be transferred to the County.

## **10. REVERSION OF ASSETS, INCLUDING REAL PROPERTY**

Upon expiration or completion of the performance period in agreements providing CDBG funds for real property, any real property under Contractor's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Contractor in the form of a loan) must either be: used to meet one of the national objectives in Section 570.208 until five (5) years after expiration of the agreement, or for such longer period as the County may determine to be appropriate; or not used to meet one of the national objectives, in which event the Contractor shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. The payment is program income to the County. After lapse of the aforementioned specified time, treatment of the CDBG-assisted asset is specifically designated in this Agreement through reconveyance of the deed of trust, as the case may be, and/or some other mutually agreed-upon asset disposition plan between County and Contractor.

## **11. The applicable CFDA # for the federal entitlement programs funding provided in this agreement includes one or more of the following:**

- 1) Community Development Block Grant (CDBG): **14.218**
- 2) Emergency Shelter Grant (ESG): **14.231**
- 3) HOME Investment Partnership (HOME): **14.239**
- 4) Community Development Block Grant-Recovery (CDBG-R): **14.253**
- 5) Homeless Prevention and Rapid Re-housing Program (HPRP): **14.257**

**Exhibit E**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  Employs fewer than 15 persons.
- b.  Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Department of Housing



**DATE:** February 24, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Duane Bay, Director, Department of Housing

**SUBJECT:** Approval of the Residential Anti-Displacement and Relocation Assistance Plan

**RECOMMENDATION:**

Adopt a Resolution approving the Residential Anti-Displacement and Relocation Assistance Plan.

**BACKGROUND:**

HUD requires local jurisdictions that receive annual allocations of funds under Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant (formerly Emergency Shelter Grant) to adopt an anti-displacement and relocation plan covering federally funded activities that may displace residents from their homes. Through the five-year Consolidated Plan and Annual Action Plans, local jurisdictions must certify on an annual basis that they will comply with their locally adopted Anti-Displacement and Relocation Assistance Plan.

**DISCUSSION:**

The subject Residential Anti-Displacement and Relocation Assistance Plan represents an update of the existing plan, on file and in place since the early 1990s. The new Plan reaffirms the need to apply federal relocation law for displaced persons that includes both the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act. URA applies to persons of all income groups displaced by any federally-funded activity. Section 104(d) only applies to low-income individuals displaced under certain circumstances by specifically CDBG and/or HOME, and allows those displaced the option of choosing benefits under URA or 104(d). Moreover 104(d) requires one-for-one replacement of any low income unit removed from the market.

Federal relocation provisions are very complex and therefore the County's Anti-Displacement and Relocation Assistance Plan is written deliberately in more general terms in accordance with the HUD guidelines. The County's policy is to for developers funded with CDBG/HOME to secure knowledgeable relocation consultants to assist in

any relocation activities.

The Resolution and Residential Anti-Displacement and Relocation Assistance Plan have been reviewed and approved by County Counsel.

Approval of this Plan contributes to the Shared Vision 2025 outcome of a Livable Community through a renewed commitment to complying with HUD anti-displacement and relocation requirements in administering federal funds to assist in the development of housing and community development projects.

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
No. of County-funded housing units developed and occupied	<b>69</b>	<b>122</b>

**FISCAL IMPACT:**

There is no Net County Cost incurred in connection with approval of this Plan.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION APPROVING THE RESIDENTIAL ANTI-DISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions receiving annual allocations of funding under the Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant (formerly Emergency Grant) Programs to adopt a residential anti-displacement and relocation plan; and

**WHEREAS**, through the five-year Consolidated Plan and Annual Action Plan submissions to HUD, the County has certified that it will administer the HUD funding in compliance with a locally adopted anti-displacement and relocation requirements; and

**WHEREAS**, the subject Plan is an update of the existing plan, on file and in place since the early 1990s; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an updated Anti-Displacement and Relocation Plan;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that this Board of Supervisors accept and approve the Plan in conformance with certifications submitted to HUD as part of the Consolidated Plan and Annual Action Plans.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Department of Housing



**DATE:** January 30, 2012  
**BOARD MEETING DATE:** February 28, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Duane Bay, Director, Department of Housing  
**SUBJECT:** Approval of the Residential Anti-Displacement and Relocation Assistance Plan

**RECOMMENDATION:**

Adopt a Resolution authorizing acceptance and approval of the Residential Anti-Displacement and Relocation Assistance Plan.

**BACKGROUND:**

HUD requires local jurisdictions that receive annual allocations of funds under Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant (formerly Emergency Shelter Grant) to adopt an anti-displacement and relocation plan covering federally funded activities that may displace residents from their homes. Through the five-year Consolidated Plan and Annual Action Plans, local jurisdictions must certify on an annual basis that they will comply with their locally adopted Anti-Displacement and Relocation Assistance Plan.

**DISCUSSION:**

The subject Residential Anti-Displacement and Relocation Assistance Plan represents an update of the existing plan, on file and in place since the early 1990s. The new Plan reaffirms the need to apply federal relocation law for displaced persons that includes both the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act. URA applies to persons of all income groups displaced by any federally-funded activity. Section 104(d) only applies to low-income individuals displaced under certain circumstances by specifically CDBG and/or HOME, and allows those displaced the option of choosing benefits under URA or 104(d). Moreover 104(d) requires one-for-one replacement of any low income unit removed from the market.

Federal relocation provisions are very complex and therefore the County's Anti-Displacement and Relocation Assistance Plan is written deliberately in more general terms in accordance with the HUD guidelines. The County's policy is to for developers funded with CDBG/HOME to secure knowledgeable relocation consultants to assist in any relocation activities.

Approval of this Plan contributes to the Shared Vision 2025 outcome of a Livable Community through a renewed commitment to complying with HUD anti-displacement and relocation requirements in administering federal funds to assist in the development of housing and community development projects.

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
No. of County-funded housing units developed and occupied	<b>69</b>	<b>122</b>

**FISCAL IMPACT:**

There is no Net County Cost incurred in connection with approval of this Plan.





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Resources Department



**DATE:** February 23, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Donna Vaillancourt, Director, Human Resources Department  
Scott Johnson, Risk Manager

**SUBJECT:** Disposition of Claims Filed Against County

**RECOMMENDATION:**

Deny the claims listed below.

**BACKGROUND:**

Under authority of section 2.10.070 of the Ordinance Code, the County Manager has designated the Director to process claims filed against the County. Further investigation may indicate justification for payment by the County. If so, payment will be made under the authority of the Risk Manager or will be brought back to the Board.

**DISCUSSION:**

The Risk Management Division has reviewed these claims and recommends that you take the following action.

<b><u>Claim #</u></b>	<b><u>Claimant</u></b>	<b><u>Recommended Board Action and Basis</u></b>
	Claims recommended for denial:	
G11-041	Bolshakov, Boris 8/10/11 Claimant alleges damages due to injuries he sustained by Sheriff deputies.	Non-culpable
A11-018	Drake, Greg 11/22/11 Claimant alleges damages to his parked vehicle were due to a County vehicle that had backed into it.	Non-culpable
G11-046	Lee, May 1/5/12 Claimant alleges damages to her vehicle was due to debris from San Mateo County vegetation workers.	Non-culpable

<b><u>Claim #</u></b>	<b><u>Claimant</u></b>		<b><u>Recommended Board Action and Basis</u></b>
G11-038	Morawietz, Robert	1/12/12	Non-culpable Claimant alleges damages to his personal property were due to a tree limb that had fallen in El Granada.
G11-040	Pacific Bell Telephone Company dba AT&T	9/15/11	Non-culpable Claimants allege damages to their property in Portola State Park were due to County crew workers.
G11-042	Parkinson, Deborah	1/27/12	Non-culpable Claimant alleges damages to her personal property while being booked into jail.
G11-039	Scott, Andrew	8/2/11	Non-culpable Claimant alleges he was not offered employment due to discrimination.
A11-015B	State Farm, Jim Stewart and John Zderic	9/28/11	Non-culpable Claimants allege damages to their insured's vehicle were due to being hit by a County vehicle.
G11-045	Wong, Colleen	11/11	Non-culpable Claimant alleges her documents were not properly filed by the Clerk's Office causing her to miss the statute.
G11-044	Wong, Colleen	11/11	Non-culpable Claimant alleges the Small Claims Court failed to initiate the paperwork to comply with a statute of limitations.

#### **APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM**

G10-096	Real, Morgana	1/18/11	No statutory basis for excuse Claimant requests leave to present a late claim wherein she alleges lost personal property upon being returned to the Santa Rita jail.
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Careful consideration of these claims contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring fair and equitable handling of all claims while conserving financial resources and protecting assets.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Services Agency



**DATE:** February 27, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Beverly Beasley Johnson, Director of Human Services Agency  
**SUBJECT:** Issuance of Purchase Orders to Northwoods

**RECOMMENDATION:**

Adopt a Resolution waiving the Request for Proposals process and authorizing the County Purchasing Agent to enter into future maintenance agreements and to issue Purchase Orders to Northwoods for the provision of proprietary software licenses, maintenance and support for the term of March 13, 2012, to March 12, 2015, with a total collective fiscal obligation for Purchase Orders not to exceed \$950,000.

**BACKGROUND:**

In 2008, Northwoods Consulting Partners, Inc., was chosen pursuant to a Request for Proposal process to implement a reliable and scalable document management infrastructure integrating with the County's Medi-Cal client management system for retrieval of imaged case files. In 2010, the Board extended the contract to implement Phase II of the solution. The implementation project is now completed; and we are now in on-going maintenance phase of using the system.

**DISCUSSION:**

The PILOT module of the Northwoods product, COMPASS, is a custom implementation of their document management system with automated workflows specifically configured to improve case file management for Medi-Cal program staff to include benefits analyst's interactions with the client population.

In consideration of the current budget, HSA has eliminated optional components of the support contract reducing the cost of maintenance; additionally the County purchasing agent has negotiated the cost of maintenance. The total effect of HSA and purchasing efforts is a reduction of costs from an initially invoiced \$315,550.04 annual amount down to \$203,580.67. Should HSA bring more staff on-line, the number of licenses will increase with a corresponding increase in license acquisition purchase orders and maintenance fees. The additional amount in the board authorization will allow HSA to make these operational decisions in the best interest of client service levels.

Since this is a proprietary system, configured specifically for County of San Mateo by Northwoods Consulting Partners, Inc., they remain the only providers of high-level maintenance, support and licenses. We believe therefore that it is in the County's best interest to waive the competitive processes.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. Counsel has reviewed and approved the Resolution as to form.

This Resolution supports the Shared Vision 2025 Prosperous Community goal because it enables staff to continue to reduce the number of client related documents that need to be copied at the Regional Offices. COMPASS automation also enables HSA staff to handle client applications in a timely manner. Further the COMPASS system is necessary for the anticipated increase in Medi-Cal clients expected in 2014 due to the Healthcare Reform.

**Performance Measures:**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
Reduction in the number of case related files being copied at Regional Offices	85%	90%
% of Applications being processed in a timely manner	93%	95%

**FISCAL IMPACT:**

The term of this purchase authorization is from March 13, 2012, to March 12, 2015, with a total collective fiscal obligation for Purchase Orders not to exceed \$950,000. Funds are included in HSA's Adopted FY 2011-12 Budget and will be included in future year's budgets.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING THE COUNTY PURCHASING AGENT TO ENTER INTO FUTURE MAINTENANCE AGREEMENTS AND TO ISSUE PURCHASE ORDERS TO NORTHWOODS FOR THE PROVISION OF PROPRIETARY SOFTWARE LICENSES, MAINTENANCE AND SUPPORT FOR THE TERM OF MARCH 13, 2012 TO MARCH 12, 2015 WITH A TOTAL COLLECTIVE FISCAL OBLIGATION FOR PURCHASE ORDERS NOT TO EXCEED \$950,000.**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and approval a request to authorize the County Purchasing Agent to enter into future maintenance agreements and to issue Purchase Orders to Northwoods for the provision of proprietary software licenses, maintenance and support for the term March 13, 2012 through March 12, 2015, in an amount not to exceed \$950,000; and

**WHEREAS**, this Board has authorized the waiver of the Request for Proposals process as it has been determined in the best interest of the County; and

**WHEREAS**, this Board has been presented with a form of the Resolution, said Board has examined and approved same as to both form and content and desires to enter into same;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors authorizes the County Purchasing Agent to enter into future maintenance agreements and to issue Purchase Orders to Northwoods and waive the Request for Proposals process for and on behalf of the County of San Mateo.


\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Planning and Building Department



**DATE:** March 7, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Jim Eggemeyer, Community Development Director   
**SUBJECT:** Agreement with the City and County of San Francisco

**RECOMMENDATION:**

Adopt a Resolution authorizing the President of the Board to execute an Agreement between the County of San Mateo and the City and County of San Francisco for partial funding of the Airport/Community Roundtable in the amount of \$125,000 for the term July 1, 2011 through June 30, 2012.

**BACKGROUND:**

The Airport/Community Roundtable, which is funded by its member agencies, addresses noise impacts from aircraft operations at San Francisco International Airport. Those agencies include the City and County of San Francisco, the County of San Mateo, 17 of the 20 cities in San Mateo County, and the C/CAG Airport Land Use Committee. The County of San Mateo is the coordinating lead for the Roundtable and has used its resources to provide advisory and technical services to the Roundtable. The funds are managed by the County of San Mateo through a trust fund.

Since 1993, the City and County of San Francisco has provided a minimum of \$100,000 per year to the County to help support the activities and operations of the Roundtable. This funding covers a portion of the costs of operating the Roundtable, including contracts with consultants when needed. The remainder of the Roundtable annual funding comes from the County of San Mateo, 17 of the 20 cities in the County, and C/CAG on behalf of the C/CAG Airport Land Use Committee (ALUC). The City and County of San Francisco annual Roundtable funding for FY 2010/2011 was \$125,000. Utilizing the funding contributed by all of the members, the County provides an array of services that advance the Roundtable's objectives.

**DISCUSSION:**

The ongoing cost-sharing agreement between the Roundtable member agencies will continue for FY 2011/2012. The City and County of San Francisco has recently approved its annual Roundtable funding in the amount of \$125,000 for FY 2011/2012, the same amount as for the previous fiscal year.

County Counsel has reviewed the Resolution and Agreement as to form.

The Agreement contributes to the Shared Vision outcome of a Livable Community by providing funding from the City and County of San Francisco to support the activities of the Airport/Community Roundtable to address noise impacts in affected neighborhoods and communities from aircraft operations at San Francisco International Airport.

**Performance Measure(s):**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
Percent of Adopted Annual Roundtable Work Program Items Completed	80%	80%

**FISCAL IMPACT:**

The Agreement allows the City and County of San Francisco to reimburse the County of San Mateo, via the Airport/Community Roundtable Trust Fund, for Airport/Community Roundtable related expenses in the amount of \$125,000 for FY 2011-2012. There is no net County cost impact.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY AND COUNTY OF SAN FRANCISCO FOR PARTIAL FUNDING OF THE AIRPORT/COMMUNITY ROUNDTABLE IN THE AMOUNT OF \$125,000 FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that:

**WHEREAS**, the City and County of San Francisco and the County of San Mateo, now wish to enter into an Agreement whereby the City and County of San Francisco shall provide partial funding for the Airport/Community Roundtable for the period of July 1, 2011 to June 30, 2012 in a total amount of \$125,000; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby the City and County of San Francisco will reimburse the County of San Mateo for portions of the costs of the provision of consultants, professional services and operating expenses related to the Airport/Community Roundtable, which Roundtable deals with noise impacts in affected neighborhoods and communities from aircraft operations at San Francisco International Airport; and

**WHEREAS**, this Board has considered the Agreement and has approved it as to both form and content and desires to enter into it.



**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

AGREEMENT BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND  
COUNTY OF SAN MATEO FOR PARTIAL REIMBURSEMENT OF  
AIRPORT/COMMUNITY ROUNDTABLE COSTS INCURRED BY COUNTY TO  
ASSIST AIRPORT COMMISSION IN IDENTIFYING NOISE REDUCTION  
MEASURES AND OTHER SERVICES

This Agreement, dated July 1, 2011, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "County," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission, hereinafter referred to as "Commission."

RECITALS

WHEREAS, the Parties to this Agreement believe that the residents of the County and the residents of the City have important interests in resolving any noise related problems created by the operation of aircraft at San Francisco International Airport ("SFO"); and

WHEREAS, in the interest of resolving any noise-related problems, City, County and communities located in County have formed the Airport/Community Roundtable ("Roundtable") as a centralized forum for addressing aircraft related noise issues; and

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number 4108-10/11 on June 6, 2011; and

WHEREAS, the Commission and the City are members of the Roundtable; and

WHEREAS, County is the coordinating lead for the Roundtable and has used its resources to provide advisory and technical services to the Roundtable, including development of possible noise mitigation measures; and

WHEREAS, through the efforts of the Roundtable, improved methods of operation and other measures for preventing and alleviating noise due to aircraft operations at SFO have been and will continue to be presented to Commission; and

WHEREAS, the Roundtable provides consultation to the Commission regarding any findings, conclusions, recommendations, reports of activities, or other matters in connection with the performance of this Agreement; and

WHEREAS, the Roundtable is funded by its membership and each member of the Roundtable reimburses the County for the County's expenses for services rendered to the Roundtable, including but not limited to county staff support, consultant contracts, office supplies/equipment, mailing and photocopying costs; and

WHEREAS, the Commission's reimbursement to the County for its share of the County's costs have been determined to be \$125,000.00 per fiscal year for fiscal years 2011-2012;

NOW, THEREFORE, the Parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. County's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

**2. Term of the Agreement**

A. Subject to Section 1, the term of this Agreement shall be from July 1, 2011 to June 30, 2012; provided, however, that this Agreement shall continue in effect only so long as: (1) at least five of the following Roundtable members – Brisbane, Burlingame, Daly City, Foster City, Hillsborough, Millbrae, Pacifica, San Bruno, South San Francisco – remain members of the Roundtable and remain signatories to the April 2005 Memorandum of Understanding (MOU) and (2) the County remains a member of the Roundtable and a signatory to the MOU. If any of these conditions is not fully met, the Agreement shall terminate upon written notice to the County by SFO and the County shall be paid only for those services performed pursuant to this Agreement prior to such notice, less the amount of any payment previously made.

B. City or County may, at the discretion of either, upon a 30-day written Notice of Intent to Terminate this Agreement, terminate this Agreement. After notice has been delivered, the party signing the Notice of Intent shall set a meeting with the Airport Director, the President of the Airport Commission, and the Chair of the Roundtable to discuss termination of this Agreement. Upon termination of this Agreement by either Party, County shall be paid for the services performed pursuant to this Agreement prior to

the date of receipt of Notice of Intent to Terminate this Agreement, less the amount of any payment previously made.

C. Notwithstanding the other termination provisions of this section, County shall be under no obligation to provide any services under this Agreement until such time as the City Controller has certified to the availability of funds, and City's assumption of risk that such services will not be provided is part of the consideration for this Agreement.

### **3. Effective Date of Agreement**

This Agreement shall become effective when the Controller has certified to the availability of funds and County has been notified in writing.

### **4. Services Provided by County**

County is retained as an independent contractor to use its professional skills and best efforts during the term of this Agreement to coordinate the efforts of the Roundtable and to provide professional services to the Roundtable, as hereinafter described.

A. County shall provide staffing to the Roundtable, consisting of the following:

- Transportation Systems Coordinator for San Mateo County – Roundtable Oversight, part-time position (not to exceed \$15,800 per year)
- Roundtable Administrative Assistant (not to exceed \$25,000 per year)

B. County shall enter into consulting contracts on behalf of the Roundtable, consisting of the following:

- Environmental Science Associates (ESA) (Roundtable Coordinator)
- As needed consultants

Consultants selected and furnished by the County shall have appropriate experience, education and training.

Such consultants shall perform the following services:

1. Study the source, extent and areas in which noise from aircraft operations is produced at SFO;
2. Evaluate any problems created in surrounding communities by aircraft noise;
3. Furnish information to the Roundtable, the Airport Commission and the Airport Director regarding improved methods of operation and

other measures for preventing and alleviating noise from aircraft operations at SFO;

4. Consult with Roundtable, Airport Commission, and/or Airport Director as requested regarding any findings, conclusions, recommendations, reports of activities or other matters;
5. Develop the Annual Work Plan for adoption by the Roundtable;
6. Assist the Roundtable in addressing any unresolved or any new issues relating to the compatibility of SFO to the surrounding communities; and
7. Perform such special studies and other work as directed by the Airport Commission or Airport Director or the Chairperson of the Roundtable.

C. County shall provide for the operating needs of the Roundtable, including postage, photocopying, office equipment/supplies, website support and maintenance, and other similar costs.

## **5. Compensation**

A. The total payment to County under this Agreement for the City's share of operating costs related to the Roundtable and for services provided by the County shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for fiscal year 2010-2011. This payment constitutes City's entire obligation and contribution for its participation in the Roundtable and for reimbursement to the County for services.

B. Payment for services under this Agreement for each fiscal year shall be made by City in two equal payments not-to-exceed \$62,500 each on July 1 and January 1 upon receipt of statements from County. Statements shall be submitted to:

San Francisco International Airport  
Aircraft Noise Abatement Office  
P.O. Box 8097  
San Francisco, CA 94128  
Attn: Bert Ganoung

## **6. Guaranteed Maximum Costs**

A. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

B. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to

reimburse the County for goods or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

C. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

D. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

## **7. General Conditions**

A. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

B. City designates the Airport Director, or his authorized representative and the Chairperson of the Roundtable, for the direction of all services to be performed by County under this Agreement.

C. The representative of Commission and the representative of the Controller of the City and County of San Francisco shall have the right to examine and inspect the books and any other records of County with respect to the services performed by County under this Agreement.

D. Any provision or portion of this Agreement determined by a court of competent jurisdiction to be unlawful under any applicable law shall be ineffective without affecting any other provision of the Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

E. County may subcontract for the services contemplated by this Agreement.

## **8. Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals, and all other records of communications between the City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public by the City upon request.

**9. Tropical Hardwood and Virgin Redwood Ban**

Pursuant to San Francisco Administrative Code § 121.5(b), the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**10. Resource Conservation**

County will use recycled paper or paper products to the maximum extent possible and, when appropriate, print documents using double-sided pages.

**11. Cooperative Drafting**

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**12. Notification**

All notices required to be given shall be sent by U.S. Mail as follows:

A. City

San Francisco International Airport  
Noise Abatement Office  
P.O. Box 8097  
San Francisco, CA 94128  
Attn: Bert Ganoung

Telephone: (650) 821-5100  
Fax: (650) 821-5112

B. County

Planning and Building Division  
County of San Mateo  
455 County Center, Second Floor  
Redwood City, CA 94063  
Attn: Virginia Diehl  
Steve Monowitz

Telephone: (650) 363-4417  
Fax: (650) 363-4849

**13. Headings**

The headings given in this Agreement are for labeling purposes only and shall not be considered in the interpretation of the Agreement.

**14. Entirety of Agreement**

This Agreement constitutes the entire agreement between the City and the County. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

AIRPORT COMMISSION  
City and County of San Francisco

COUNTY OF SAN MATEO

\_\_\_\_\_  
John L. Martin  
Airport Director

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Caramatti  
Airport Commission Secretary

\_\_\_\_\_  
Clerk of the Board of Supervisors

Resolution No: 11-0104  
Adopted: April 5, 2011

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

John Beiers, County Counsel

\_\_\_\_\_  
Melba Yee  
Deputy City Attorney

\_\_\_\_\_  
County Counsel



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Department of Public Works



**DATE:** February 22, 2012  
**BOARD MEETING DATE:** March 13, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** James C. Porter, Director of Public Works  
**SUBJECT:** Advertising of Road Projects – County Wide

**RECOMMENDATION:**

Adopt a Resolution authorizing the Director of Public Works to proceed with:

1. Preparing plans and specifications for projects to be constructed during the 2012 construction season, which are maintenance type projects that:
  - (a) do not have long lead times for design;
  - (b) are not considered controversial requiring specific property owner input; and
  - (c) do not require state or federal grant approvals, which have not previously been approved by the Board, or extensive permit approvals from regulatory agencies; and
2. Advertising for bids on the maintenance type projects as defined above.

**BACKGROUND:**

The Board has previously adopted resolutions authorizing the use of a “streamlined” process for maintenance type projects or to shorten the time required to award a contract in order to ensure compliance with specific funding or construction deadlines.

In November 2006, California voters passed Proposition 1B Transportation Bond Funds (Prop 1B), which authorized the distribution of bond monies to California agencies for the purpose of maintaining and improving the agencies’ road infrastructure.

The Board previously adopted work plans for the Prop 1B appropriations for Fiscal Year (FY) 2007-08, FY 2007-08 Supplemental, FY 2008-09, and FY 2009-10. The projects recommended for the streamlined approach were included in the Proposition 1B list of projects approved by the Board.

On December 14, 2010, your Board adopted Resolution No. 071199, which authorized the Director to submit an application to the Metropolitan Transportation Commission (MTC) for federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) Program Funding for the resurfacing of Pescadero Creek Road in the Pescadero Area. We are recommending that this project follow the streamlined process.

**DISCUSSION:**

**Streamlined Advertisement/Award Process**

The Public Contract Code provides that projects over \$125,000 must be formally advertised and then awarded by the governing body based on competitive bids. Typically, the formal bid process involves two separate actions by your Board for each project: a resolution adopting plans and specifications and calling for sealed bids; and a resolution awarding a contract to the low bidder. Authorizing the Director of Public Works to advertise for bids for multiple projects at one time reduces the administrative staff time for these types of projects. In a subsequent Board action, we will present plans and specifications for your Board's adoption and recommend awarding each project to the lowest responsible bidder for each project.

**Project List for 2012 Construction Season**

A list of specific streets for treatment, grouped by area, is attached as Exhibit A to the Resolution. The streets listed were included in a Prop 1B list of projects previously approved by the Board, or included in the application for funding submitted to MTC as approved by the Board. The projects are maintenance type projects intended to maintain and prolong the life of the roadways. These maintenance type projects include slurry seals, cape seals, chip seals, and resurfacing projects.

The Department will contact utility owners, if your Board approves the Resolution authorizing the Department to use the "streamlined" process, to notify them of the proposed projects and to coordinate any work they need to complete in the roadways prior to commencement of our work.

County Counsel has reviewed and approved the Resolution as to form.

Approval of this action will contribute to the Shared Vision 2025 outcome of a Livable Community by streamlining the process to complete projects that will provide the public with well-maintained and drivable roadways.

**FISCAL IMPACT:**

Prop 1B Funds, STP and/or CMAQ Program Funding, and the Road Fund will finance the projects.

There is no impact to the General Fund.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

**\* \* \* \* \***

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO  
PROCEED WITH:**

- 1. PREPARING PLANS AND SPECIFICATIONS FOR PROJECTS TO BE  
CONSTRUCTED DURING THE 2012 CONSTRUCTION SEASON, WHICH ARE  
MAINTENANCE TYPE PROJECTS THAT: (a) DO NOT HAVE LONG LEAD TIMES  
FOR DESIGN; (b) ARE NOT CONSIDERED CONTROVERSIAL REQUIRING  
SPECIFIC PROPERTY OWNER INPUT; AND (c) DO NOT REQUIRE STATE OR  
FEDERAL GRANT APPROVALS, WHICH HAVE NOT PREVIOUSLY BEEN  
APPROVED BY THE BOARD, OR EXTENSIVE PERMIT APPROVALS FROM  
REGULATORY AGENCIES; AND**
- 2. ADVERTISING FOR BIDS ON THE MAINTENANCE TYPE PROJECTS AS  
DEFINED ABOVE**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the Director of Public Works has recommended reducing the length of staff time currently required to proceed through the contract bid and award process for maintenance type projects; and

**WHEREAS**, one way to reduce the process time is to eliminate the need for the Board to adopt a resolution calling for bids for each project by authorizing the Director of Public Works to call for bids for maintenance type projects; and

**WHEREAS**, the Director of Public Works has prepared a list of maintenance type projects that qualify for said revised bidding procedures; and

**WHEREAS**, the Director of Public Works has recommended that the Board authorize the preparation of the plans and specifications and call for bids for the projects

listed in Exhibit A for the 2012 construction season; and

**WHEREAS**, this Board has considered the recommendations of the Director of Public Works.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Director of Public Works is:

1. Authorized to proceed with preparing plans and specifications and call for bids for maintenance type projects for the roads listed in Exhibit A; and
2. Directed to advertise for bids for the maintenance type projects listed in Exhibit A, and to report to this Board with recommendations on awarding contracts to the lowest responsible bidders for said projects once bids are received and confirmed.

\* \* \* \* \*

## Exhibit A

### List of Treatment Types by Street

#### Streamline Method of Bidding 2012 Construction Season

<u>Treatment</u>	<u>Roads Name</u>	<u>Begin Location</u>	<u>End Location</u>
<i>Colma</i>			
Resurface	F Street	County Boundary East of Hill Street	County Boundary West of El Camino Real
Slurry Seal	A Street	Reiner Street	El Camino Real
Slurry Seal	Byrne Street	Lisbon Street	Sylvan Street
Slurry Seal	Lisbon Street	Byrne Street	Hillside Boulevard
Slurry Seal	Reiner Street	A Street	San Pedro Road
Slurry Seal	Sylvan Street	Hillside Boulevard	Chester Street
Slurry Seal	Villa Street	Hillside Boulevard	Chester Street
<i>Country Club</i>			
Slurry Seal	Alta Vista Drive	Alida Street	County Boundary Southwest of Dorado Way
Slurry Seal	Blondin Way	Country Club Drive	County Boundary South of Flora Circle
Slurry Seal	Constitution Way	Country Club Drive	Taylor Drive
Slurry Seal	Country Club Drive	Alida Street	Dorado Way
Slurry Seal	Dorado Way	Alta Vista Drive	County Boundary South of Avalon Drive
Slurry Seal	Ponderosa Road	County Boundary West of Fairway Drive	County Boundary West of Lassen Street
<i>Daly City</i>			
Slurry Seal	Beechwood Drive	Stoneyford Drive	County Boundary North of Montrose Avenue
Slurry Seal	Bradley Drive	Stoneyford Drive	County Boundary East of Southgate Avenue
Slurry Seal	Eighty-Eight Street	Washington Street	County Boundry
Slurry Seal	Ellis Drive	Maddux Drive	Wildwood Avenue
Slurry Seal	Foothill Drive	Wildwood Avenue	Maddux Drive
Slurry Seal	Gilman Drive	Sweetwood Drive	Randall Court
Slurry Seal	Larchmont Drive	Stoneyford Drive	Cul-de-sac
Slurry Seal	Mac Arthur Drive	Larchmont Drive	Washington Street
Slurry Seal	Nimitz Drive	Eighty-Seventh Street (West)	Eighty-Seventh Street (East)
Slurry Seal	Randall Court	Gilman Drive	Cul-de-sac
Slurry Seal	Stoneyford Drive	Eighty-Seventh Street	County Boundary North of Montrose Avenue
Slurry Seal	Sullivan Avenue	Eighty-Seventh Street	End of County Road
Slurry Seal	Thornhill Drive	Larchmont Drive	Stoneyford Drive
Slurry Seal	White Street	Eighty-Seventh Street	End of County Road
<i>District 9</i>			
Chip Seal	Bear Gulch Road	Skyline Boulevard	County Boundary
Chip Seal	La Honda Road	5354 La Honda Road (APN 082130110)	5350 La Honda Road (APN 082130090)
Chip Seal	Madera Lane	La Honda Road (West Intersection)	La Honda Road (East Intersection)
Chip Seal	Native Sons of Golden West	Star Hill Road	End of County Road at Gate
Chip Seal	Old La Honda Road	Skyline Boulevard	La Honda Road
Chip Seal	Seaside School Road	Stage Road	End of County Road at Intersection
Chip Seal	Star Hill Road	Tunitas Creek Road	County Boundry
Chip Seal	Swett Road	Skyline Boulevard	Star Hill Road
<i>Emerald Lake Hills</i>			
Cape Seal	Acacia Lane	Oak Knoll Drive	End of County Road at House #649
Cape Seal	Brookline Way	Bay View Way	Lakemead Way
Cape Seal	California Way	West California Way	End of Pavement
Cape Seal	Crest Drive	Hillside Road	Summit Drive
Cape Seal	Diablo Way	Brookline Way	Bay View Way
Cape Seal	Edgecliff Way	Jefferson Avenue	County Boundary Southeast of Far Creek Way
Cape Seal	Fallen Leaf Way	Edgecliff Way	Jefferson Avenue
Cape Seal	Far Creek Way	Lakeview Avenue	End of County Road Near Private Road
Cape Seal	Ferndale Way	Lakeview Way	Cul-de-sac
Cape Seal	Glenloch Way	Sylvan Way	Hillcrest Way Near Road Split
Cape Seal	Glenmere Way	Sunset Way	Temescal Way
Cape Seal	Greendale Way	Lakeview Way	Where Road Splits
Cape Seal	Hamilton Way	Kataoka Court	County Boundary Southeast of Eastlake Way
Cape Seal	Handley Trail	Lakeview Way	Sylvan Way
Cape Seal	Hillsdale Way	Lakeview Way	Cul-de-sac
Cape Seal	Lake Boulevard	Park Road	Oak Knoll Drive / Vista Drive
Cape Seal	Lakeview Way	Jefferson Avenue	County Boundary East of Lakeview Drive
Cape Seal	Live Oak Lane	Oak Knoll Drive	Drury Lane
Cape Seal	Midland Way	Vernal Way	Lakeview Way

**List of Treatment Types by Street**

**Streamline Method of Bidding  
2012 Construction Season**

<u>Treatment</u>	<u>Roads Name</u>	<u>Begin Location</u>	<u>End Location</u>
Cape Seal	Oak Knoll Drive	Carrera Cort	Lakeview Way
Cape Seal	Oakview Way	Vista Drive	Cul-de-sac
Cape Seal	Occidental Way	Paradise Way	Jefferson Avenue
Cape Seal	Revere Way	Lakemead Way	Jefferson Avenue
Cape Seal	Summit Drive	Summit Drive	End of County Road
Cape Seal	Summit Ridge Place	Summit Drive	Cul-de-sac
Cape Seal	Sunset Way	Hillcrest Way	California Way
Cape Seal	Temescal Way	Oak Park Way	Revere Way
Cape Seal	Wilmington Way	Wilmington Acres Court	Intersection of Wilmington Way
<i>Ladera</i>			
Cape Seal	Coquito Court	Coquito Way	Cul-de-sac
Cape Seal	Coquito Way	La Mesa Drive	Cul-de-sac
Cape Seal	Lerida Court	La Mesa Drive	Cul-de-sac
Cape Seal	Pecora Way	La Mesa Drive	Gabarda Way
Slurry Seal	Aliso Way	La Cuesta Drive	Cul-de-sac
Slurry Seal	Andeta Way	La Mesa Drive	End of County Road at La Messa Court
Slurry Seal	Berenda Way	La Cuesta Drive	Cul-de-sac
Slurry Seal	Dedalera Drive	La Mesa Drive	Cul-de-sac
Slurry Seal	Escanyo Way	Erica Way	Cul-de-sac
Slurry Seal	La Mesa Court	La Mesa Drive	Cul-de-sac
Slurry Seal	La Mesa Drive	La Cuesta Drve	Pecora Way
Slurry Seal	Lucero Way	La Mesa Drive	Cul-de-sac
Slurry Seal	Mimosa Way	Lucero Way	Cul-de-sac
Slurry Seal	North Balsamina Way	La Mesa Drive	Cul-de-sac
Slurry Seal	North Castanya Way	La Mesa Drive	Cul-de-sac
Slurry Seal	Sneckner Court	Alpine Road	Cul-de-sac
Slurry Seal	South Balsamina Way	La Mesa Drive	Cul-de-sac
<i>North Fair Oaks</i>			
Resurface	Seventh Avenue	Spring Street	Bay Road
Resurface	Sixth Avenue	Railroad Tracks	Bay Road
Cape Seal	Eleventh Avenue	Bay Road	Spring Street
Cape Seal	Flood Avenue	First Avenue	Dumbarton Avenue
Cape Seal	Fourth Avenue	Fair Oaks Avenue	Cul-de-sac
Cape Seal	Glendale Avenue	End of Road at Pedestrian Bridge	Loyola Avenue
Cape Seal	Oak Drive	Eighth Avenue	Ninth Avenue
Cape Seal	Third Avenue	Fair Oaks Avenue	Cul-de-sac
Slurry Seal	Douglas Avenue	Spring Street	Middlefield Road
Slurry Seal	Fair Oaks Avenue	Twelfth Avenue	Fourteenth Avenue
Slurry Seal	Northside Avenue	Middlefield Road	Hampshire Avenue
Slurry Seal	Second Avenue	William Avenue	Middlefield Road
Slurry Seal	Twelfth Avenue	Spring Street	Bay Drive
Slurry Seal	Willow Street	Bay Road	Spring Street
<i>Palomar Park</i>			
Cape Seal	Edmonds Road	Crestview Drive	Creek
<i>Pescadero</i>			
Resurface	Pescadero Creek Road	Cabrillo Highway	Cloverdale Road
Chip Seal	Water Lane	Pescadero Creek Road	End of County Road
<i>Sequoia Tract</i>			
Slurry Seal	Belmont Avenue	West Selby Lane	Woodside Road
Slurry Seal	Beresford Avenue	Montgomery Avenue	Stockbridge Avenue
Slurry Seal	Bradley Court	Beresford Avenue	Cul-de-sac
Slurry Seal	Buena Vista Avenue	Osborn Avenue	West Selby Lane
Slurry Seal	Cerrito Avenue	County Boundary SE of Woodside Road	Inyo Place
Slurry Seal	Country Lane	Himmel Avenue	Cul-de-sac
Slurry Seal	Doherty Way	Stockbridge Avenue	Cul-de-sac
Slurry Seal	Himmel Avenue	Sequoia Avenue	Nimitz Avenue
Slurry Seal	Hull Avenue	Sequoia Avenue	Alameda De Las Pulgas
Slurry Seal	Milton Street	Sequoia Avenue	Belmont Avenue
Slurry Seal	Montgomery Avenue	Sequoia Avenue	Nimitz Avenue
Slurry Seal	Nassau Drive	Alameda De Las Pulgas	Cerrito Avenue
Slurry Seal	Nimitz Avenue	Woodside Road	Stockbridge Avenue
Slurry Seal	Osborn Avenue	Buena Vista Avenue	Selby Lane
Slurry Seal	San Carlos Avenue	West Selby Lane	Woodside Road
Slurry Seal	Sequoia Avenue	Woodside Road	Stockbridge Avenue

## List of Treatment Types by Street

### Streamline Method of Bidding 2012 Construction Season

<u>Treatment</u>	<u>Roads Name</u>	<u>Begin Location</u>	<u>End Location</u>
<i>Skylonda</i>			
Slurry Seal	Big Tree Road	Big Tree Road	County Boundry
Slurry Seal	Elk Tree Road	Skyline Boulevard	Big Tree Way
Slurry Seal	Skyline Drive	Big Tree Way	Skyline Boulevard

#### Treatment Definitions:

**Slurry Seal:** a mixture of asphaltic emulsion and sand sized aggregate applied to the existing road surface

**Chip Seal:** an application of asphaltic emulsion (road oil), immediately followed by an application of small rocks called chips to the roadway surface

**Cape Seal:** an application of asphaltic emulsion (road oil), immediately followed by an application of small rocks called chips to the roadway surface – followed by a slurry seal (a mixture of asphaltic emulsion and sand sized aggregate) approximately one week later to the road surface

**Resurface:** an application of a thin layer of asphalt concrete to the road surface

#### Notes:

1. Treatment types for various roads may be changed during the design phase to address issues such as topographic condition, traffic concerns, existing improvements, etc.
2. Actual construction schedules may vary from project to project depending upon available funding.