

# AGENDA

**Board Members**

Dave Pine  
Carole Groom  
Don Horsley  
Warren Slocum  
Adrienne J. Tissier

**County Manager/  
Clerk of the Board**  
John L. Maltbie

**County Counsel**  
John C. Beiers

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**REGULAR MEETING  
SAN MATEO COUNTY BOARD OF SUPERVISORS  
TUESDAY, APRIL 9, 2013  
9:00 A.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](mailto: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 action.)

**PRESENTATIONS AND AWARDS**

1. Presentation of a proclamation designating April 2013 as Child Abuse Prevention Month (Supervisor Dave Pine)
2. Presentation of a proclamation designating April 2013 as Parliamentary Law Month (Supervisor Warren Slocum)
3. Presentation of a proclamation designating April 19, 2013 as "Be Seen Keepin It Clean" Earth Day Events (Supervisor Don Horsley)

### **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.

4. 9:00 a.m.

Public hearing to consider an appeal of the Planning Commission's approval of a Non-Conforming Use Permit and Off-Street Parking Exception to allow the expansion of a non-conforming house on a non-conforming parcel to allow encroachments into the required setbacks and daylight planes and to allow one covered parking space where two are required, at 4 Perry Avenue, in the unincorporated West Menlo Park area of San Mateo County

- 1) Report and recommendation
- 2) Close public hearing
- 3) Approve or deny appeal

### **REGULAR AGENDA**

#### **COUNTY MANAGER**

5. Form and appoint members of a Supervisorial District Lines Study Committee and approval of an Outreach Budget
6. Consider options for the use of unrestricted County General Funds received as part of a one-time distribution of liquidated Low-Moderate Income Housing Trust Funds of former redevelopment agencies, and if so desired, direct staff to refine one or more alternatives to bring back to the Board for consideration as part of the budget
7. County Manager's Report #3: Accept this update on the 2013 State Legislative Session

#### **BOARD OF SUPERVISORS**

8. Board Members' Reports

## **CONSENT AGENDA**

All items on the consent agenda are approved by one action 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.

9. Approve the minutes for the meeting of March 26, 2013

### **ASSESSOR-COUNTY CLERK-RECORDER**

10. Resolution authorizing the Chief Elections Officer to render specified election services for the La Honda-Pescadero Unified School District and Portola Valley Elementary School District in conjunction with special all-mail ballot elections to be held on Tuesday, May 7, 2013

### **BOARD OF SUPERVISORS**

11. Accept this Report Back on Strengthening the County's Nonprofit Partnership (Supervisors Carole Groom and Don Horsley)
12. Recommendation for following appointments to the Commission on the Status of Women, terms ending December 31, 2017: (Supervisors Dave Pine and Adrienne Tissier)
  - A) Linda Koelling representing Adult member
  - B) Maguerite Machen representing Adult member
  - C) Tanisha Hughes representing Adult member
  - D) Kristy Koberna representing Adult member
  - E) Elsie Gufler representing Adult member
  - F) Anisha Weber representing Adult member
13. Ratification of a resolution honoring Anthony J. Clifford on his 30th Anniversary with First National Bank of Northern California (Supervisor Adrienne Tissier)
14. Ratification of a resolution honoring the National Association for the Advancement of Colored People, San Mateo Branch #1068 (Supervisor Carole Groom)
15. Ratification of a resolution honoring Shen Yun Performing Arts (Supervisor Carole Groom)

### **COUNTY COUNSEL**

16. Resolution authorizing the San Carlos School District to issue General Obligation Bonds, in an aggregate principal amount not to exceed \$15,000,000, entitled "San Carlos School District, San Mateo County, California, General Obligation Bonds, Election of 2012, Series 2013"

## **COUNTY MANAGER**

17. Resolution authorizing an Appropriation Transfer Request in the amount of \$3,889,050 from Non-departmental ERAF reserves to Circle Star Plaza

## **DISTRICT ATTORNEY**

18. Resolution authorizing an Appropriation Transfer Request in the amount of \$85,154, recognizing and appropriating unanticipated revenues from the Worker's Compensation Insurance Fraud (\$63,280), Auto Insurance Fraud (\$15,185) and Consumer Protection Program (\$6,689) trust funds for the investigation and prosecution of insurance fraud cases

## **GOVERNING BOARDS**

19. Acting as the Governing Board of the Menlo Park Highway Lighting District, adopt a Resolution authorizing the installation of streetlights on Seventh Avenue, in the vicinity of 700, 736 and 766 Seventh Avenue, North Fair Oaks area
20. Acting as the Governing Board of the ten County Sewer/Sanitation Districts adopt a Resolution waiving the Request for Proposals process and authorizing the purchasing agent to issue a purchase order for a Vactor 2100 Plus combination sewer cleaning truck, in an amount not to exceed \$470,000

## **HEALTH SYSTEM**

21. Resolution authorizing an amendment to the agreement with PetData, Inc. to provide animal licensing services, increasing the amount by \$60,000 to an amount not to exceed \$873,000
22. Resolution authorizing an amendment to the agreement with Lawrence A. Saunders, DDS to provide oral and maxillofacial surgery services, increasing the amount by \$67,000 to an amount not to exceed \$191,000
23. Resolution:
  - A) Approving the submission of the FY 2013-14 update of the Area Plan for Services for Older Adults and Adults with Disabilities to the California Department of Aging; and
  - B) Authorizing the execution of the transmittal letter as required by the California Department of Aging
24. Resolution authorizing:
  - A) The County of San Mateo to apply for and accept all available funds from the California Department of Public Health and the State Water Resources Control Board for Recreational Beach Monitoring Programs for Fiscal Years 2013-14 through 2017-18; and

- B) The Chief of the Health System or designee to execute in the name of San Mateo County all necessary applications, agreements, amendments, payment requests, and all other documents necessary for the purposes of securing grant funds, implementing the approved grant projects, and carrying out the purposes specified in the grant applications for Fiscal Years 2013-14 through 2017-18

- 25. Resolution accepting a donation of Boppy Feeding and Infant Support Pillows
- 26. Adoption of an ordinance amending the Master Salary Ordinance, previously introduced on March 26, 2013 and waiver of reading the ordinance in its entirety
- 27. Introduction of an ordinance repealing and replacing Sections 5.64.050 through 5.64.070 in Chapter 5.64 of Title 5 of the San Mateo County Ordinance Code and repealing Chapter 5.120 of Title 5 of the San Mateo County Ordinance Code in its entirety, which establish Environmental Health program fees and waiver of reading the ordinance in its entirety

## **HOUSING**

- 28. Resolution authorizing an Appropriation Transfer Request in the amount of \$1,500,000 from unanticipated revenue in Federal Community Development HUD Grant to fund unanticipated expenditures in HCD Project Costs, and Salaries and Benefits Adjustments

## **HUMAN RESOURCES**

- 29. Report recommending the denial of claims (Non-culpable)
- 30. Introduction of an ordinance amending the salary ordinance to reflect the deletion of three positions, addition of three positions and conversion of one position to classified status as required by Measure D; and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety

## **PROBATION**

- 31. Resolution authorizing an amendment to the agreement with Applied Survey Research to implement and maintain data collection for the Juvenile Probation and Camps Funding and Juvenile Justice Crime Prevention Act Programs, increasing the amount by \$67,737 to \$247,373

## **PUBLIC WORKS**

- 32. Resolution authorizing an agreement with Go Native, Inc. to provide design, construction, and maintenance services for the James V. Fitzgerald Area of Special Biological Significance Pollution Reduction Program Best Management Practices Project for the term of April 9, 2013 through March 31, 2015, in an amount not to exceed \$250,000
- 33. Resolutions:
  - A) Accepting the report on county-wide mitigation fees for the period of January 1, 2012

to December 31, 2012; and

- B) Determining that for Calendar Year 2013, the rates for the fees for new development authorized by Chapter 2.53 of the San Mateo County Ordinance Code shall be computed on the base rates specified in Section 2.53.030, as adjusted in 2012

## **SHERIFF**

- 34. Resolution authorizing an agreement with Securus Technologies for the provision of inmate telephone services for a term beginning April 9, 2013 and ending three years from the date of cutover, in exchange for a minimum annual guaranteed commission revenue of \$820,000 to fund inmate welfare services
- 35. Resolution authorizing an amendment to the agreement with Global Tel\*Link for inmate telephone services for the County's Correctional Facilities, extending the term on a month to month basis not to exceed two months ending May 31, 2013
- 36. Resolution authorizing an amendment to the Law Enforcement Services Agreement with the City of Half Moon Bay adding the provision of the Retirement - Unfunded Actuarial Accrued Liabilities
- 37. Resolution authorizing the Sheriff or his/her designee to:
  - A) Execute an agreement with Ghilotti Construction Company to provide rough grading services for the San Mateo County Replacement Jail at 1300 Maple Street in Redwood City, for the term of April 9, 2013 through December 31, 2013, in an amount not to exceed \$895,000; and
  - B) Execute an Owner Assigned and Novation Agreement, necessary to assign the Trade Contract from the County to the Construction Manager
  - C) Authorize an additional \$116,350 contingency for unforeseen conditions or scope adjustments at this phase of the project
- 38. Resolution authorizing the Sheriff or his/her designee to:
  - A) Execute an agreement with Foundation Constructors, Inc. to furnish and install driven concrete piles for the San Mateo County Replacement Jail at 1300 Maple Street in Redwood City, for the term of April 9, 2013 through December 31, 2013, in an amount not to exceed \$1,427,900;
  - B) Execute an Owner Assignment and Novation Agreement, necessary to assign the Trade Contract from the County to the Construction Manager; and
  - C) Authorize an additional \$185,627 contingency for unforeseen conditions or scope

adjustments at this phase of the project

39. Resolution authorizing the Sheriff or his/her designee to execute an amendment to the agreement with Engeo, Inc. to provide additional geotechnical engineering services for the Replacement Jail, increasing the amount by \$180,000 to \$340,000

## **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) Public Employee Discipline/Dismissal/Release

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/departement/bos/home/0,2151,1864\\_26218,00.html](http://www.co.sanmateo.ca.us/smc/departement/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 THE MONTH OF

APRIL 2013

## CHILD ABUSE PREVENTION MONTH

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**WHEREAS**, National Child Abuse Prevention Month will be recognized throughout the United States during the month of April 2013 and preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope. During periods of economic challenges, families feel more vulnerable, and as a result child abuse and neglect increases drastically; and

**WHEREAS**, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment; and

**WHEREAS**, child abuse is considered to be one of our nation's most serious public health problems, with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological and behavioral disorders; and

**WHEREAS**, all citizens should become involved in supporting families in raising their children in a safe and nurturing environment, and effective child abuse prevention programs succeed because of partnerships created among state and local government agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of the County of San Mateo, State of California, hereby designates the month of April 2013 as Child Abuse Prevention Month and urge all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening our community.

***Dated: April 9, 2013***

SUPERVISORS:

\_\_\_\_\_  
***DON HORSLEY, President***

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

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

\_\_\_\_\_  
***WARREN SLOCUM***

\_\_\_\_\_  
***ADRIENNE J. TISSIER***

Attest:

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



# PROCLAMATION

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
PROCLAIMS

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## April 2013

# Parliamentary Law Month

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*WHEREAS, Parliamentary Law is the embodiment of the democratic principles of justice, obedience to law and order, and regard for the rights of all; and*

*WHEREAS, knowledge and practice of parliamentary principles facilitates efficiency and harmony in organizational meetings; and*

*WHEREAS, a greater understanding of the transaction of business is achieved through the use of parliamentary procedure; and*

*WHEREAS, 2013 is the 176th anniversary of the birth of General Henry M. Robert, author of Robert's Rules of Order, which is recognized as the America's highest authority on parliamentary procedure for deliberative assemblies; and*

*WHEREAS, the California State Association of Parliamentarians and all of its study units throughout the state, and in particular, the San Mateo County unit, **California Zeta**, foster parliamentary procedure in order to educate the public, to promote a spirit of justice and fairness, and to provide an opportunity for developing leadership.*

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of San Mateo County does hereby proclaim April 1-30, 2013 as Parliamentary Law Month in San Mateo County and commend its annual observance to all residents.

**Dated: April 9, 2013**

**SUPERVISORS:**

\_\_\_\_\_  
DON HORSLEY, PRESIDENT

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

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

\_\_\_\_\_  
WARREN SLOCUM

\_\_\_\_\_  
ADRIENNE J. TISSIER

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



# Proclamation

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
PROCLAMATION DESIGNATING APRIL 19, 2013 AS

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## “BE SEEN KEEPIN’ IT CLEAN” EARTH DAY EVENTS

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WHEREAS, each year on April 22<sup>nd</sup>, EARTH DAY, provides a special time to draw more than one billion people worldwide together in appreciation of their mutual home, Planet Earth; and

WHEREAS, the County of San Mateo RecycleWorks Program and the San Mateo Countywide Water Pollution Prevention Program support San Mateo County residents in protecting natural resources and reducing their impact on the environment; and

WHEREAS, the San Mateo County Office of Education Safe Routes to Schools Program supports and encourages students to walk or bike to school for health, air quality, and traffic mitigation purposes; and

WHEREAS, the San Mateo County Office of Education Safe Routes to Schools Program, the County of San Mateo RecycleWorks Program, and the San Mateo Countywide Water Pollution Prevention Program support efforts to encourage students to walk to school and pick up litter on the way to school; and

WHEREAS, the “Be Seen Keepin’ It Clean” events combine the Earth Day celebration and the Safe Routes to Schools initiatives by working with schools to coordinate students to walk to school for health, air quality, and traffic mitigation purposes, while collecting litter to improve the environment and their neighborhood; and

WHEREAS, students along with family members, school staff, and community volunteers will walk to school together and pick up litter along their way on April 19 as a way to take action to educate young people about pollution, pollution prevention, and resource conservation; and

WHEREAS, the “Be Seen Keepin’ It Clean” events will include student activities at school to support their understanding of types and amount of litter and recyclables collected, the principles of the 4R’s (Reduce, Reuse, Recycle, and Rot), and teach through data analysis; and

WHEREAS, the Board of Supervisors and the San Mateo County Office of Education support efforts to improve the health and safety of children, and the development and implementation of educational initiatives to support efforts aimed at conserving natural resources and reducing litter to promote a healthy, sustainable environment for all people regardless of race, gender, income, or geography, by working together with elected officials and department heads, community-based organizations and leaders, schools, unions, and local businesses; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of San Mateo, State of California, proclaims April 19, 2013 as “Be Seen Keepin’ It Clean” Earth Day events to demonstrate their support for conserving natural resources and maintaining a healthy, sustainable environment for the well-being of the students and residents of San Mateo County.

**Dated: April 9, 2013**

**SUPERVISORS:**

\_\_\_\_\_  
DON HORSLEY, PRESIDENT

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

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

\_\_\_\_\_  
WARREN SLOCUM

\_\_\_\_\_  
ADRIENNE J. TISSIER

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





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



**Date:** March 18, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** 300 Feet  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

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

**Subject:** EXECUTIVE SUMMARY: Public hearing to consider an appeal of the Planning Commission's approval of a Non-Conforming Use Permit and Off-Street Parking Exception to allow the expansion of a non-conforming house on a non-conforming parcel that will result in encroachments into required setbacks and daylight planes and allow one covered parking space where two are required, at 4 Perry Avenue, in the unincorporated West Menlo Park area of San Mateo County.

**RECOMMENDATION:**

Public hearing to consider denying the appeal and upholding the Planning Commission's decision to approve the Non-Conforming Use Permit and Off-Street Parking Exception, County File Number PLN 2012-00056, by making the required findings and subject to the conditions of approval listed in Attachment A.

**BACKGROUND:**

The applicant has applied for a Non-Conforming Use Permit and Off-Street Parking Exception to allow a 1,737 sq. ft. addition to a legal non-conforming house on a legal, non-conforming parcel. The existing single story house is 990 sq. ft. in size with a one-car garage. The subject parcel is substandard in size at 3,125 sq. ft. where 5,000 sq. ft. is the minimum square footage required by the zoning district.

The applicant is proposing to expand the first floor of the house by:

- Enclosing an existing at-grade deck (approximately 256 sq. ft.) at the rear of the house. This portion of the addition would conform to the required setbacks.
- Constructing an addition to the front of the garage and house (approximately 92 sq. ft.) that would also create a new foyer and covered porch. A portion of this proposed addition would encroach into the required front and side yard setbacks.

- Constructing a 41 sq. ft. covered porch that is entirely in the front setback. Because this covered porch extends more than 4 feet from the exterior walls, it counts towards the maximum floor area allowed on this parcel, as well as lot coverage.
- Enclosing an alcove area on the left side of the existing living room (approximately 45 sq. ft.). Approximately 34 sq. ft. of this addition encroaches into the front yard setback.
- The applicant is also proposing a new second story addition of approximately 1,303 sq. ft. A portion of the second story addition will encroach approximately 15 feet into the required front yard setback, 1 foot into the required right side yard setback, and 2 feet, 8 inches into the rear yard setback. A portion of the second story addition encroaches into the required daylight plane on the right side and front.
- The applicant has also applied for an Off-Street Parking Exception to allow one parking space (existing attached garage) where two are required.

**DISCUSSION:**

The Planning Commission considered an appeal of the Zoning Hearing Officer's (ZHO) approval at its November 14, 2012 meeting. After hearing testimony by the applicant and appellants, as well as staff's presentation, the Commission voted 3-1 to deny the appeal and uphold the ZHO's decision. An appeal of this decision was filed on November 29, 2012, with subsequent additional points of appeal submitted on February 15, 2013 and March 4, 2013. The appeal argues that three of the required findings for this Non-Conforming Use Permit cannot be reasonably justified.

Specifically:

1. The proposed development is proportioned to the parcel on which it is being built,
2. The proposed development is as nearly in conformance with the zoning regulations as is reasonably possible, and
3. Use permit approval does not constitute a granting of special privileges.

In summary, the Planning Commission considered the information contained in the staff report, the project plans, statements from the applicant, the appellants, and members of the public, and based upon the evidence before them, made the required findings.

The appellants have also proposed an alternative to the project that they believe is more consistent with the neighborhood character. Staff has also proposed an alternative that would be consistent with both the required findings for a non-conforming use permit and the methodology used for the adjoining legal non-conforming parcel in determining floor area that also required a use permit. In addition, the applicants have also submitted an alternative that further reduces the second story encroachments as

compared to their original proposed project. All three alternatives are discussed in the Board memo in greater detail.

County Counsel has reviewed and approved this report as to form.

The approval of this Non-Conforming Use Permit for the major remodel of a single-family residence contributes to the 2025 Shared Vision outcome of a Livable Community through compliance with General Plan Visual Quality Policies requiring new development to maintain and, where possible, improve upon the appearance and visual character of development in urban areas, and to ensure that new development in urban areas is designed and constructed to contribute to the orderly and harmonious development of the locality.

**FISCAL IMPACT:**

No fiscal impact.





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



**Date:** March 18, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** 300 Feet  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

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

**Subject:** Public hearing to consider an appeal of the Planning Commission's approval of a Non-Conforming Use Permit and Off-Street Parking Exception to allow the expansion of a non-conforming house on a non-conforming parcel that will result in encroachments into required setbacks and daylight planes and allow one covered parking space where two are required, at 4 Perry Avenue, in the unincorporated West Menlo Park area of San Mateo County.

County File Number: PLN 2012-00056 (Valentine)

**RECOMMENDATION:**

Public hearing to consider denying the appeal and upholding the Planning Commission's decision to approve the Non-Conforming Use Permit and Off-Street Parking Exception, County File Number PLN 2012-00056, by making the required findings and subject to the conditions of approval listed in Attachment A.

**BACKGROUND:**

Proposal: The applicant has applied for a Non-Conforming Use Permit and Off-Street Parking Exception to allow a 1,737 sq. ft. addition to a legal non-conforming house on a legal, non-conforming parcel. The existing single story house is 990 sq. ft. in size with a one-car garage. The existing dwelling has a front yard setback of 1 foot (from the front property line) where 20 feet is the minimum required, a right (as viewed from the street) side yard setback of 4 feet where 5 feet is required, and a rear yard setback of 19 feet, 8 inches where 20 feet is required. The house's left side yard setback is conforming at 5 feet. The subject parcel is substandard in size at 3,125 sq. ft. where 5,000 sq. ft. is the minimum square footage required by the zoning district.

The applicant is proposing to expand the first floor of the house by:

- Enclosing an existing at-grade deck (approximately 256 sq. ft.) at the rear of the house. This portion of the addition would conform to the required setbacks.

- Constructing an addition to the front of the garage and house (approximately 92 sq. ft.) that would also create a new foyer and covered porch. A portion of this proposed addition would encroach into the required front and side yard setbacks.
- Constructing a 41 sq. ft. covered porch that is entirely in the front setback. Because this covered porch extends more than 4 feet from the exterior walls, it counts towards the maximum floor area allowed on this parcel, as well as lot coverage.
- Enclosing an alcove area on the left side of the existing living room (approximately 45 sq. ft.). Approximately 34 sq. ft. of this addition encroaches into the front yard setback.
- The applicant is also proposing a new second story addition of approximately 1,303 sq. ft. A portion of the second story addition will encroach approximately 15 feet into the required front yard setback, 1 foot into the required right side yard setback, and 2 feet, 8 inches into the rear yard setback. A portion of the second story addition encroaches into the required daylight plane on the right side and front.
- The applicant has also applied for an Off-Street Parking Exception to allow one parking space (existing attached garage) where two are required.

Planning Commission Action: The Planning Commission considered an appeal of the Zoning Hearing Officer's (ZHO) approval at its November 14, 2012 meeting. After hearing testimony by the applicant and appellants, as well as staff's presentation, the Commission voted 3-1 to deny the appeal and uphold the ZHO's decision to approve the project.

Report Prepared By: James Castañeda, Project Planner, Telephone 650/363-1853

Appellant: James Camarillo, et al.

Applicant/Owner: Michael Valentine

Location: 4 Perry Avenue, Menlo Park

APN: 074-102-050

Size: 3,125 sq. ft.

Existing Zoning: R-1/S-72 (Single-Family Residential/5,000 sq. ft. minimum parcel size)

General Plan Designation: Medium Density Residential (6.1-8.0 dwelling units per acre)

Sphere-of-Influence: Menlo Park

Existing Land Use: Single-Family Residential

Water Supply: CalWater, Status of connection: existing

Sewage Disposal: Westbay Sewer Maintenance District, Status of connection: existing

Flood Zone: Zone X (areas of minimal flooding), based on the FEMA Flood Zone Map, Community Panel No. 06081C 0312 E, effective October 16, 2012.

Environmental Evaluation: This project is categorically exempt pursuant to Section 15301(e) of the California Environmental Quality Act, related to the minor alteration of existing private structures where the addition will not result in an increase of more than 50% of the floor area of the structure before the addition OR 10,000 sq. ft. if the project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive.

Setting: The subject property is a 3,125 sq. ft. parcel fronting Perry Avenue. Currently, a 990 sq. ft. single-family dwelling with an attached single-car garage exists on this site. The site is located in an established residential area on a relatively flat lot. Perry Avenue is a relatively narrow street with a traffic-calming island near the frontage of the subject parcel. The existing single-family dwellings in the area range from single- to two-story homes. The subject site is landscaped with mature trees and other vegetation along the side and rear yards, including a coast live oak in the front right-of-way along Perry Avenue.

Chronology:

<u>Date</u>	<u>Action</u>
February 28, 2012	- Application received.
August 2, 2012	- Zoning Hearing Officer hearing. Project approved.
August 16, 2012	- Appeal to the Planning Commission filed.
November 14, 2012	- Planning Commission hearing. Appeal denied, ZHO approval upheld.
November 29, 2012	- Appeal to the Board of Supervisors filed.
April 9, 2013	- Board of Supervisors hearing.

## **DISCUSSION:**

### **A. APPELLANTS' POINTS OF APPEAL**

On November 29, 2012, eight neighbors of the project filed an appeal of the Planning Commission's decision to approve this project. The appellants' initial submittal was augmented by additional information on February 15, 2013 and March 4, 2013. These later submittals form the basis of the neighbors' appeal and will be the focus of staff's analysis. The appellants have three main points of appeal:

1. **“Two of the findings required to grant a use permit cannot be reasonably justified:**

**Section 6133.3.b(3) Finding (a) that must be made is “The proposed development must be proportioned to the parcel on which it is being built.”**

***In addressing this finding, staff discusses maximum square footage, and compares the proposed square footage of the proposed development to that of other houses recently constructed in the neighborhood. But, this approach addresses house size only and does not address proportionality of house size to parcel size.***

***The proposed development is for a non-conforming, substandard parcel. All other parcels in the vicinity but one are conforming parcels and are substantially larger, by almost double, than that of the subject parcel. Putting a similar size house on a half size lot is not proportional. The proposed development is proportionally 47%-61% larger than the recent developments on either side.”***

*Staff Response:* The finding cited is for a Non-Conforming Use Permit for development on a non-conforming parcel. This required finding seeks to avoid the construction of an oversized house on an undersized parcel. The appellants are correct in stating that a comparison of the project against other houses (total square footage) in the vicinity does not address proportionality of the proposed house to the project parcel.

The project parcel, at 3,125 sq. ft., is 62.5% of the required minimum parcel size (5,000 sq. ft.) for this zoning district. Applying this reduced parcel size percentage to the minimum floor area of 2,800 sq. ft. for conforming parcels in the district would result in a house size of 1,750 sq. ft. This approach is similar to the approach taken with the next-door parcel at 2 Perry Avenue, which is also non-conforming in size and which required a non-conforming use permit for its expansion in 2000.

However, another finding required for a non-conforming use permit is:

“The use permit approval does not constitute a granting of special privileges.”

As currently proposed, the project would have an 87% FAR, which exceeds the floor area ratio of other houses around it, in particular, the house at 2 Perry Lane, which was reduced in scope at the behest of the Zoning Hearing Officer in 2000 in order to meet these required findings.

In summary, the Planning Commission carefully considered the proportionality and no special privilege findings, along with the information contained in the staff report, the project plans, statements from the applicant, the appellants, and members of the public, and based upon the evidence before them, made the required findings.

2. **“Section 6133.3.b(3) Finding (c) that must be made is “The proposed development is as nearly in conformance with the zoning regulations currently in effect as is reasonably possible.”**

***Staff assumes that the existing non-conforming structure establishes setbacks for the new construction. However, Section 6135.4 clearly states that “A non-conforming structure may be enlarged provided the enlargement conforms with the zoning regulations currently in effect, i.e., the non-conforming portion of the structure may not be enlarged.” It is the second story front yard setback that is most offensive.***

*Staff Response:* The appellants are correct regarding the language contained in Section 6135.4 of the County Zoning Regulations regarding non-conforming structures. However, because the subject parcel is also non-conforming in size, and is improved, if the applicant seeks to propose new development that does not conform with the zoning regulations, a use permit is required. It is through this provision of the zoning code that the applicant seeks to request the encroachments into the setbacks and daylight planes. Staff has not assumed the existing non-conforming structure establishes setbacks for new construction.

***Staff also states that daylight plane is only a side yard issue and that minimum required setbacks are unrelated to the daylight plane. However, Section 6300.4.106 clearly states “A daylight plane defines a three dimensional volume of space in which a building may be constructed.” Further, Section 6300.4.100.1.b notes “The regulatory limits of Option 1 requirements are illustrated on the diagram...” and the diagram clearly shows the daylight plane volume limited by the minimum required setbacks on all sides of a structure.***

*Staff Response:* It is acknowledged in the Planning Commission staff report that “the proposed development does require exceptions from setbacks and, as a result, protrudes into the front daylight plane.” That staff report does not elaborate any further upon this point. The project as proposed will place a second story massing (primarily bedroom No. 4, bathroom No. 3 and the study) within that area regulated by the front yard setback and by extension the daylight plane. The proposal would place this portion of the second story mass approximately 15 feet closer to the street than for the existing houses on either side of the project site.

In addition to these points of appeal, the appellants also discuss a preferred alternative to the proposed project. This preferred alternative will be discussed later in this report under the “Alternatives” section.

3. On March 4, 2013, the appellants submitted an additional letter regarding another finding required for the use permit:

**Section 6133.3.b(3) Finding (e) that must be made is “Use permit approval does not constitute a granting of special privileges.”**

In addressing this finding, staff indicates that the approval would not involve the granting of a special privilege to the property owner because other exceptions have been granted in the neighborhood, including the adjacent parcel which is also substandard.

However, while a use permit was approved for the development on the substandard parcel at 2 Perry Avenue, the use permit approval came at the end of a public process during which the Planning Department directed negotiation. The house that was ultimately approved was much smaller than originally proposed, to be in proportion to its parcel with small setback exceptions. The development at 2 Perry Avenue (the only other substandard parcel on the block) sets the standard for the development at 4 Perry Avenue. To do otherwise, to allow greater bulk or more exceptions, would constitute the granting of a special privilege.

Also, 2 Perry Avenue respects the front setback on the street, as do all other new houses. To allow the 4 Perry Avenue development to add a second story in exception of the front setback would result in this new house looming in front of all other houses on Perry Avenue. Approving such an exception would be granting a special privilege.

*Staff Response:* Staff has discussed this finding above under Appellants’ Points of Appeal No. 1. This issue was also discussed in the November 14, 2012 Planning Commission staff report. Based upon the information presented to them at that time, the Planning Commission made the

determination that the project, as proposed, did not constitute the granting of a special privilege.

B. COMPLETE ANALYSIS OF PROJECT COMPLIANCE WITH ALL APPLICABLE POLICIES AND REGULATIONS

1. Compliance with the General Plan

The project parcel has a Medium Density Residential land use designation within the County General Plan. The proposal, i.e., a single-family home, is consistent with the surrounding residential land uses, per Policy 8.14 (*Land Use Compatibility*).

2. Compliance with Zoning Regulations

The subject site is a substandard sized parcel located within the R-1/S-72 (Single-Family Residential) Zoning District with a parcel size of 3,125 sq. ft., where the minimum required is 5,000 sq. ft. As discussed in the project description section, the existing dwelling currently encroaches into the front, right side, and rear setbacks. As proposed, the project will not exceed the maximum building floor area allowed for 5,000 sq. ft. and smaller parcels in this district. This standard is separate from the question of proportionality as discussed earlier in the appellants' points of appeal. The project, as proposed, will not exceed the maximum lot coverage ratio established for this district.

The applicant is requesting a Non-Conforming Use Permit, pursuant to Section 6133 (Non-Conforming Parcels) of the Zoning Regulations, in order to expand and modify the existing legal non-conforming structure. Portions of the proposed ground floor addition will encroach into the front and right side yard setbacks. Portions of the new second story will encroach into the front, rear, and right side setbacks. This zoning district also requires that all new development conform to one of three options that regulate building height, daylight plane and upper building side wall length. In this case, the applicant has chosen Option 1. By extension, the new first and second story encroachments also violate the required daylight planes for this parcel. The table below compares the existing conditions and proposed additions against the applicable zoning standards:

	<b>Zoning Standard</b>	<b>Current Condition</b>	<b>Proposed</b>
Minimum Lot Size (sq. ft.)	5,000	3,125†	3,125
Minimum Lot Width (ft.)	50	50	50

	Zoning Standard	Current Condition	Proposed
Minimum Setbacks (ft.)			
Front	20	1*	1 (1st Floor) 5 (Proposed 2nd Floor)
Rear	20	19.66*	19.66 (Proposed 1st Floor) 17.33 (Proposed 2nd Floor)
Left	5	5	5
Right	5	4*	4 (Both 1st and 2nd Floors)
Lot Coverage	50%	32%	45.5%
Max. Floor Area (sq. ft.)	2,800	990	2,727
* Existing legal non-conforming setbacks and coverage.			
† Existing legal non-conforming parcel size.			

The non-conforming setbacks and daylight plane protrusions may be granted under a use permit in accordance with procedures outlined in Section 6503 of the San Mateo County Zoning Regulations, as discussed in the next section.

### 3. Conformance with Zoning Nonconformities Regulations

As a non-conforming parcel, the project is subject to Section 6133(3)(b)(2) of the Zoning Regulations (Non-Conforming Parcels) which regulates development on improved non-conforming parcels. Specifically, proposed development on an improved non-conforming parcel that does not conform with the zoning regulations currently in effect shall require the issuance of a use permit. The Planning Commission voted 3-1 at the public hearing on November 14, 2012 and made the following findings with the accompanying supporting statements:

- a. **Find that the establishment, maintenance and/or conducting of the use will not, under the circumstances of the particular case, be detrimental to the public welfare or injurious to property or improvements in said neighborhood.**

The Planning Commission determined that the additions as proposed will not negatively impact the neighborhood. The parcel is one of two substandard lots in the area, where their length would not provide an opportunity to construct a house further into the lot without encroaching into the required rear yard. The increased rear encroachment of 17.3 feet from the existing 19.8 feet as a result of the proposed second story accounts for a minor impact. The addition of the second floor, which would further protrude into the required vertical daylight plane, would not be out of character with the

surrounding area and existing dwellings. In particular, the adjacent lot, which is also substandard, is developed with a similar two-story dwelling. As proposed, the Planning Commission determined that the proposed additions would have negligible impact to adjacent parcels and surrounding residential areas.

**b. Find that the proposed development is proportioned to the size of the parcel on which it is built.**

The parcel is substandard in size. The S-72 Zoning Regulations stipulate a maximum of 2,800 sq. ft. of floor area for parcels of 5,000 sq. ft. or less. The proposed building will be 2,727 sq. ft. in size and, thus, in conformance with the floor area standard. As proposed, the Planning Commission determined that the resulting house will be appropriately proportioned when compared to other residential parcels in the project area.

**c. Find that all opportunities to acquire additional contiguous land in order to achieve conformity with the Zoning Regulations currently in effect have been investigated and proven to be infeasible.**

Surrounding properties are currently developed and used as single-family residences, and are under separate ownership. Further, adjacent parcels are either at the minimum required size or also considered substandard in size. Acquisition of less than the entirety of the adjacent parcels (through lot line adjustment) would not be feasible.

**d. Find that the proposed development is as nearly in conformance with the Zoning Regulations currently in effect as is reasonably possible.**

Due to the non-conforming size of the parcel, the existing dwelling and proposed additions would be considered most in conformance as possible. The development on the subject parcel is comparable and proportional to other larger parcels in the vicinity. With the existing non-conforming setbacks, it is not possible to add a second story, common with other dwellings in the area, without encroaching into the vertical daylight plane.

**e. Find that the use permit approval does not constitute a granting of a special privilege.**

Since the project is being judged on its own merits (with respect to compatibility and impact to the neighborhood), the approval of the

proposed additions, as conditioned, would not involve the granting of a special privilege to the property owner. Other exceptions have been granted in the neighborhood (including the adjacent parcel which is also substandard) and would not be considered a special privilege.

4. Conformance with Off-Street Parking Exception Regulations

The applicant is also requesting an Off-Street Parking Exception to allow one covered parking space where two are required. The applicant is proposing to continue to use the existing single-car garage as the primary covered parking for the modified dwelling. As required by Section 6120 of the Zoning Regulations, an off-street parking exception may be issued upon making of the following findings:

- a. **That the establishment, maintenance and/or conducting of the off-street parking facilities, as proposed, is as nearly in compliance with the requirements as is reasonably possible.**

The applicant intends to continue using the existing driveway to provide secondary, off-street parking. Given the constraints of the substandard parcel's shallow depth and minimal front and side yard allowance, adding a second covered space is not possible. In addition, the width does not allow for additional opportunities for a second garage space.

- b. **That the establishment, maintenance and/or conducting of the use will not, under the circumstances of the particular case, be detrimental to the public welfare or injurious to property or improvements in said neighborhood.**

The proposed project will still provide one covered parking space within the single-car garage. The project will also provide one uncovered space on the driveway. Approval of the proposed project will not alter existing parking demand on the site, nor reduce parking availability. There is no evidence to suggest that approving the requested exception will create new parking impacts to the neighborhood.

C. ALTERNATIVES

1. Alternative One

As an alternative to the approved project, the appellants have proposed the following:

***“The second alternative proposed by staff (in the Planning Commission staff report) would allow a more reasonable degree of relief from the regulations by allowing the existing non-conforming structure with its one-car garage to remain and be enlarged. We understand that this alternative would contain the second floor development behind the front yard setback. The proposed new floor area on both the first and second floors would be reduced by eliminating Bedroom No. 4, Bath No. 3 and the Study, reorienting the stair, and reducing, eliminating, and/or reorienting the Foyer and Covered Porch to fully fit within the front and right side yard setbacks, and extend no further into the rear and right side yard setbacks than the existing walls. This would greatly reduce the encroachments into the setbacks and reduce the overall size of the proposed bulk.”***

*Staff Response:* Staff did suggest two alternatives in the Planning Commission staff report, this was the second suggested alternative. The appellants are essentially proposing no new encroachments into any of the required setbacks, except for along the right side yard. The resulting square footage would be approximately 2,277 sq. ft.

2. Alternative Two

Staff’s proposed alternative does not attempt to design the proposed addition, but rather, sets parameters that are consistent with the limits that were established for the adjoining parcel at 2 Perry Avenue during its permitting process. The parcel size at 2 Perry Avenue is 3,625 sq. ft. (72.5% of the required minimum 5,000 sq. ft. parcel size) and the total approved floor area is 2,045 sq. ft. (73% of the minimum floor area of 2,800 sq. ft.). The project parcel, at 3,125 sq. ft., is 62.5% of the required minimum parcel size (5,000 sq. ft.) for this zoning district. Applying this reduced parcel size percentage to the minimum floor area of 2,800 sq. ft. for conforming parcels in the district would result in a house size of 1,750 sq. ft. To that end, staff’s proposed alternative would establish this number as the maximum floor area for this parcel. Staff’s alternative would allow for the proposed right side encroachment of both the first and second floors. This would allow for a more harmonious building profile along that building line.

3. Alternative Three

The applicants have also provided an alternative as a proposed compromise. They believe this alternative addresses the neighbor’s concerns, particularly with regard to the second story encroachment into the front yard setback. This alternative would include the existing and proposed first floor plan encroachments approved by the Planning Commission, but would reduce the floor area on the second floor previously occupied by the study and bedroom No. 4. The net result of this change would be to reduce the

proposed front yard setback (for the second floor) to 10 feet where 20 feet is the required setback. (The Planning Commission approved a five (5) foot front yard setback for the second story.) In addition, this alternative proposes a second story right side setback of five (5) feet. This proposed setback conforms to the required side yard setbacks for this zoning district. This alternative also proposes to maintain the Planning Commission's approved second story rear yard setback of 17'-4" (2'-8" encroachment) where 20 feet is the required setback. This alternative would result in a total floor area of approximately 2,509 sq. ft. Floor plans and elevations are included as Attachment J.

4. Requested Additional Conditions of Approval

In addition to their preferred alternative, the appellants have also requested that additional conditions be placed on the project that address the following issues:

- a. ***Provisions should be put in place to maintain the health and viability of the heritage oak in the public right-of-way, including tree protection during construction, limitations on irrigation, directive on appropriate planting under oaks, etc.***

*Staff Response:* Staff believes requiring a tree protection plan is a reasonable request, consistent with other discretionary permits that have been issued in the County, including the non-conforming use permit that was approved for 2 Perry Avenue. A condition of approval has been included in Attachment A (Condition No. 7) that requires the implementation of a tree protection plan.

- b. ***Provisions should be put in place to address safety concerns of parking at the "choke-point" of the narrow street including a site plan showing uncovered parking for two standard size vehicles within the property lines, and the addition of "No Parking" signs on the portion of the street constricted by the heritage oaks in the public right-of-way.***

*Staff Response:* The plans as approved by the Planning Commission show a driveway that can only accommodate one uncovered parking space. This space combined with the one covered space within the garage would provide two off-street parking spaces for this parcel. The County parking regulations only require two off-street parking spaces for a single-family dwelling. Requiring more than two would be imposing a burden upon the applicant that is not placed upon other homeowners in San Mateo County. As is standard with off-street parking exceptions, staff has included a condition in Attachment A (Condition No. 8) that requires the applicant to maintain the parking

space within the garage free and clear and available for vehicle parking at all times.

Regarding the placement of “No Parking” signs within the public right-of-way, such decisions are within the jurisdiction of the Public Works Department, which have criteria for determining the need for such restrictions. If a member of the public wishes to have a portion of a street designated as “No Parking,” they start by applying to the Department of Public Works (DPW), which would undertake the necessary analysis and submit their findings and recommendation to the Board of Supervisors. The Board would then decide whether to direct to place the signs on the street.

D. ENVIRONMENTAL REVIEW

This project is categorically exempt pursuant to Section 15301(e) of the California Environmental Quality Act, related to the minor alteration of existing private structures where the addition will not result in an increase of more than 50% of the floor area of the structure before the addition OR 10,000 sq. ft. if the project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive.

E. REVIEWING AGENCIES

Building Inspection Section  
Department of Public Works  
Menlo Park Fire Protection District

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

The approval of this Non-Conforming Use Permit for the major remodel of a single-family residence contributes to the 2025 Shared Vision outcome of a Livable Community through compliance with General Plan Visual Quality Policies requiring new development to maintain and, where possible, improve upon the appearance and visual character of development in urban areas, and to ensure that new development in urban areas is designed and constructed to contribute to the orderly and harmonious development of the locality.

**FISCAL IMPACT:**

No fiscal impact.

**ATTACHMENTS:**

- A. Recommended Findings and Conditions of Approval (attached below)
- B. Vicinity Map
- C. Site Plan

- D. Existing Floor Plan
- E. Proposed Main Floor Plan
- F. Proposed Upper Floor Plan
- G. Proposed Elevations
- H. Setback Protrusions
- I. Daylight Plane Protrusions
- J. Applicant's Proposed Alternative (Floor Plans and Elevations)
- K. Appeal Submittal

COUNTY OF SAN MATEO  
PLANNING AND BUILDING DEPARTMENT

**RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL**

Permit File Number: PLN 2012-00056

Board Meeting Date: April 9, 2013

Prepared By: James Castañeda  
Project Planner

For Adoption By: Board of Supervisors

**RECOMMENDED FINDINGS:**

Regarding the Environmental Review, Find:

1. That this project is categorically exempt pursuant to Section 15301(e) of the California Environmental Quality Act, related to the minor alteration of existing private structures where the addition will not result in an increase of more than 50% of the floor area of the structure before the addition OR 10,000 sq. ft. if the project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive.

Regarding the Use Permit, Find:

2. That the establishment, maintenance, and/or conducting of the proposed use will not, under the circumstances of the particular case, result in a significant adverse impact, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood. Given the constraints of the substandard parcel and existing non-conforming dwelling, the proposed additions would be congruent with dwellings in the surrounding area and will have a negligible impact on the neighborhood.
3. That the proposed development is proportioned to the size of the parcel on which it is built. The existing dwelling, with the proposed additions, is proportioned appropriately when compared to other residences in the neighborhood.
4. That all opportunities to acquire additional contiguous land in order to achieve conformity with the Zoning Regulations currently in effect were investigated and proven to be infeasible. Acquisition of adjacent private property is not possible.
5. That the proposed development is as nearly in conformance with the Zoning Regulations currently in effect as reasonably possible. Due to the non-conforming size of the parcel and the existing dwelling's non-conforming setbacks, the proposed additions conform to the regulations to the extent possible. The

development on the subject parcel is comparable and proportional to development on other larger parcels in the vicinity.

6. That the use permit approval does not constitute a granting of special privileges to the property owner. The adjacent parcel is also substandard and developed with a two-story dwelling, similar to what is proposed by the applicant.

Regarding the Off-Street Parking Exception, Find:

7. That the establishment, maintenance and/or conducting of the off-street parking facilities, as proposed, is as nearly in compliance with the requirements as is reasonably possible. Given the constraints of the substandard parcel's shallow depth and minimal front and side yard allowance, adding a second covered space is not possible. In addition, the width does not allow for additional opportunities for a second garage space.
8. That the establishment, maintenance and/or conducting of the use will not, under the circumstances of the particular case, be detrimental to the public welfare or injurious to the property or improvements in said neighborhood. The proposed project will still provide one covered parking space within the single-car garage. The project will also provide one uncovered space on the driveway. Approval of the proposed project will not alter existing parking demand on the site, nor reduce parking availability. There is no evidence to suggest that approving the requested exception will create new parking impacts to the neighborhood.

**RECOMMENDED CONDITIONS OF APPROVAL:**

Current Planning Section

1. This approval applies only to the proposal, documents, and plans described in this report and submitted to and approved by the Board of Supervisors on April 9, 2013. Modifications beyond that which were approved by the Board of Supervisors will be subject to review and approval by the Community Development Director and may require review at a public hearing. Minor modifications that are largely consistent with this approval may be approved at the discretion of the Community Development Director.
2. At the time of application for a building permit, the applicant shall provide an erosion and sediment control plan, which demonstrates how erosion will be mitigated during construction of the house. This mitigation shall be in place for the life of the project. The approved plan shall be implemented prior to issuance of a building permit.
3. The applicant is required to submit a stormwater management plan, which delineates permanent stormwater controls that shall be in place throughout the grading, construction and life of the project.

4. All construction activity shall be in accordance with the noise standards established under the County Noise Ordinance.
5. Prior to the issuance of a building permit, the applicant shall submit paint samples to the Planning and Building Department for review and approval. A Building Inspector will check the approved colors in the field prior to finalization of the building permit. The proposed paint color shall be compatible with surrounding residences.
6. The proposed addition shall incorporate permanent stormwater control measures in conformance with the Bay Area Stormwater Management Agencies Association (BASMAA) Guidelines.
7. All existing significant and heritage trees shall be protected prior to and during all demolition and construction activities. The applicant shall establish and maintain tree protection zones which shall be delineated using 4-foot tall orange plastic fencing supported by poles, located as close to the tree dripline as possible while still allowing room for construction to safely continue. The applicant shall maintain tree protection zones free of equipment and material storage and shall not clean any equipment within these areas. Should any large roots or large masses of roots need to be cut, the roots shall be inspected by a certified arborist prior to cutting. Any root cutting shall be monitored by an arborist and documented.
8. The required covered and uncovered parking spaces shall be kept clear and available for the parking of operating vehicles at all times.
9. Consistent with Section 6135(7)(b) of the San Mateo County Zoning Regulations, if a residential non-conforming structure is demolished or removed from the site, it shall only be rebuilt or replaced by a structure that conforms with the zoning and building code regulations currently in effect, and Section 6135(5)(a) of the San Mateo County Regulations, if any non-conforming portion of the structure is proposed to be removed, replacement shall conform with the zoning regulations currently in effect (e.g., any non-conforming building foundation removed shall be replaced in a conforming location).

#### Building Inspection Section

10. Prior to pouring any concrete for foundations, written verification from a licensed surveyor must be submitted which will confirm that the required setbacks as shown on the approved plans have been maintained.
11. An automatic fire sprinkler system will be required. This permit must be issued prior to or in conjunction with the building permit.
12. If a water main extension, upgrade or hydrant is required, this work must be completed prior to the issuance of the building permit, or the applicant must

submit a copy of an agreement and contract with the water purveyor which will confirm that the work will be completed prior to finalization of the building permit.

13. A site drainage plan will be required. This plan must demonstrate how roof drainage and site runoff will be directed to an approved disposal area.
14. Sediment and erosion control measures must be installed prior to beginning any site work and maintained throughout the term of the permit. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.
15. This project must comply with the Green Building Ordinance.
16. All drawings must be drawn to scale and clearly define the whole project and its scope.
17. Please call out the right codes on the code summary: "The design and/or drawings shall be done according to the 2010 Editions of the California Building Standards Code, 2010 California Plumbing Code, 2010 California Mechanical Code, and the 2010 California Electrical Code."

#### Department of Public Works

18. Prior to the issuance of the building permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance No. 3277.
19. The applicant shall have prepared, by a registered civil engineer, a drainage analysis of the proposed project and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off the property shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post-development flows and velocities shall not exceed those that existed in the pre-developed state. Recommended measures shall be designed and included in the improvement plans and submitted to the Department of Public Works for review and approval.

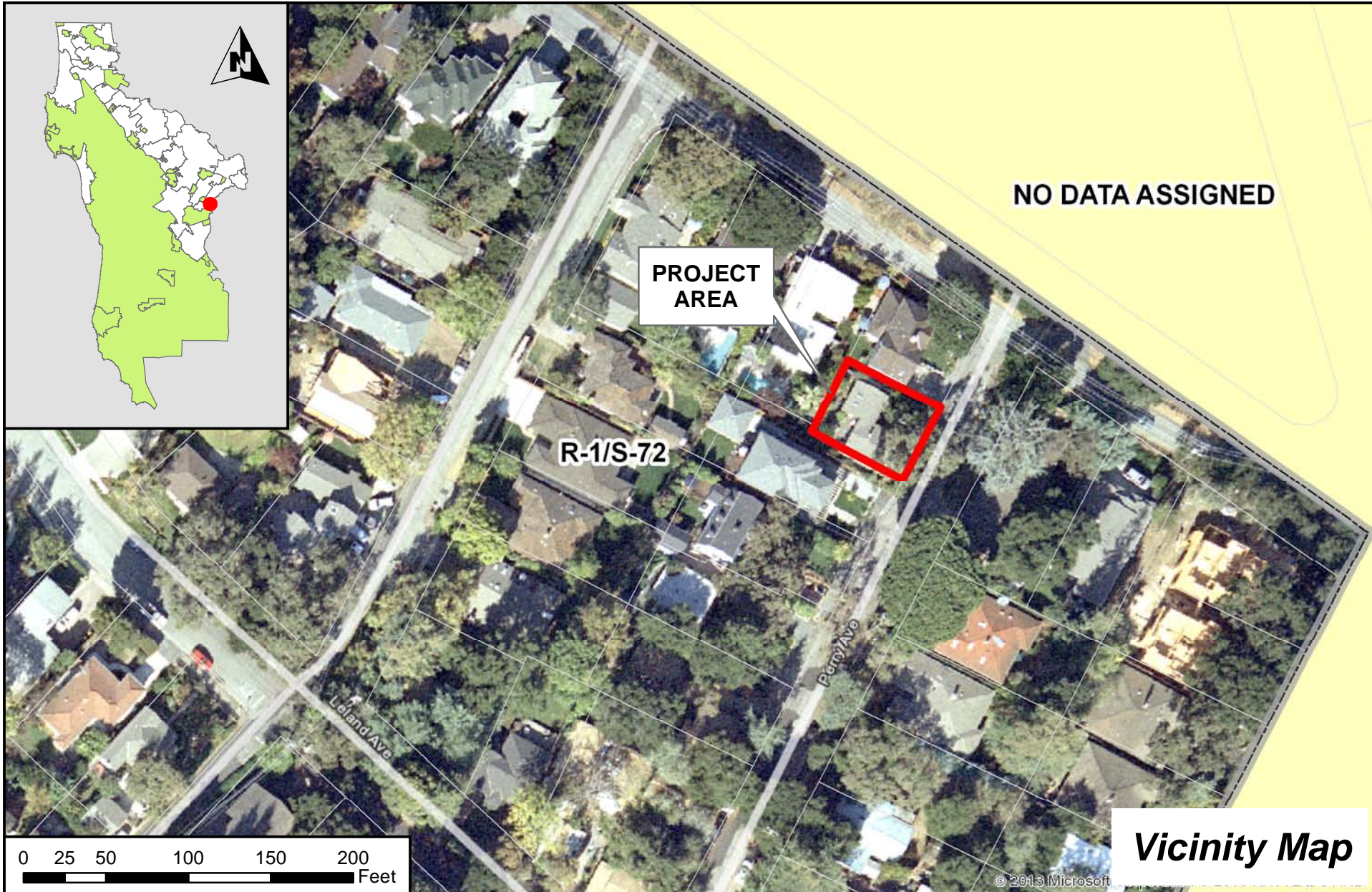
#### Menlo Park Fire Protection District

20. Install a NFPA 13-D fire sprinkler system under a separate fire permit since the addition/remodel exceeds 50% of the existing floor area. Fire sprinkler system to comply with Menlo Park Fire Protection District Standards.
21. Install smoke detectors in each sleeping area, the area outside sleeping areas and at each floor stair landing. Install carbon monoxide detectors outside the

sleeping areas and on each level of the house. Smoke and carbon monoxide detectors to be interconnected for alarm.

22. The applicant shall provide at least 4-inch tall with 1/2-inch stroke illuminated address numbers. The address shall be visible from the street and contrasting to its background.
23. Approved plans and approval letter must be on site at time of inspection.
24. Final acceptance of this project is subject to field inspection.



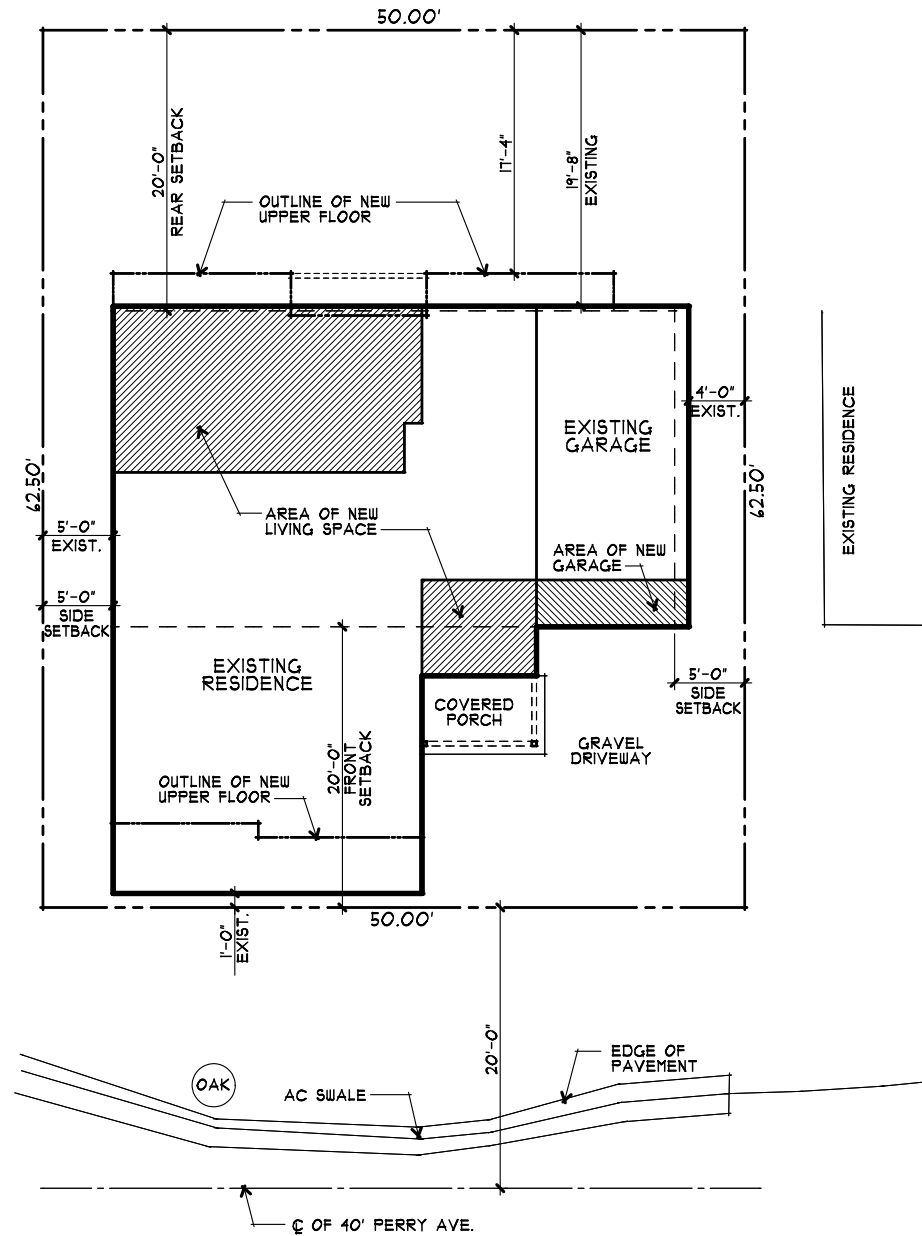


### San Mateo County Board of Supervisors Meeting

Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

File Numbers: \_\_\_\_\_



## Site Plan

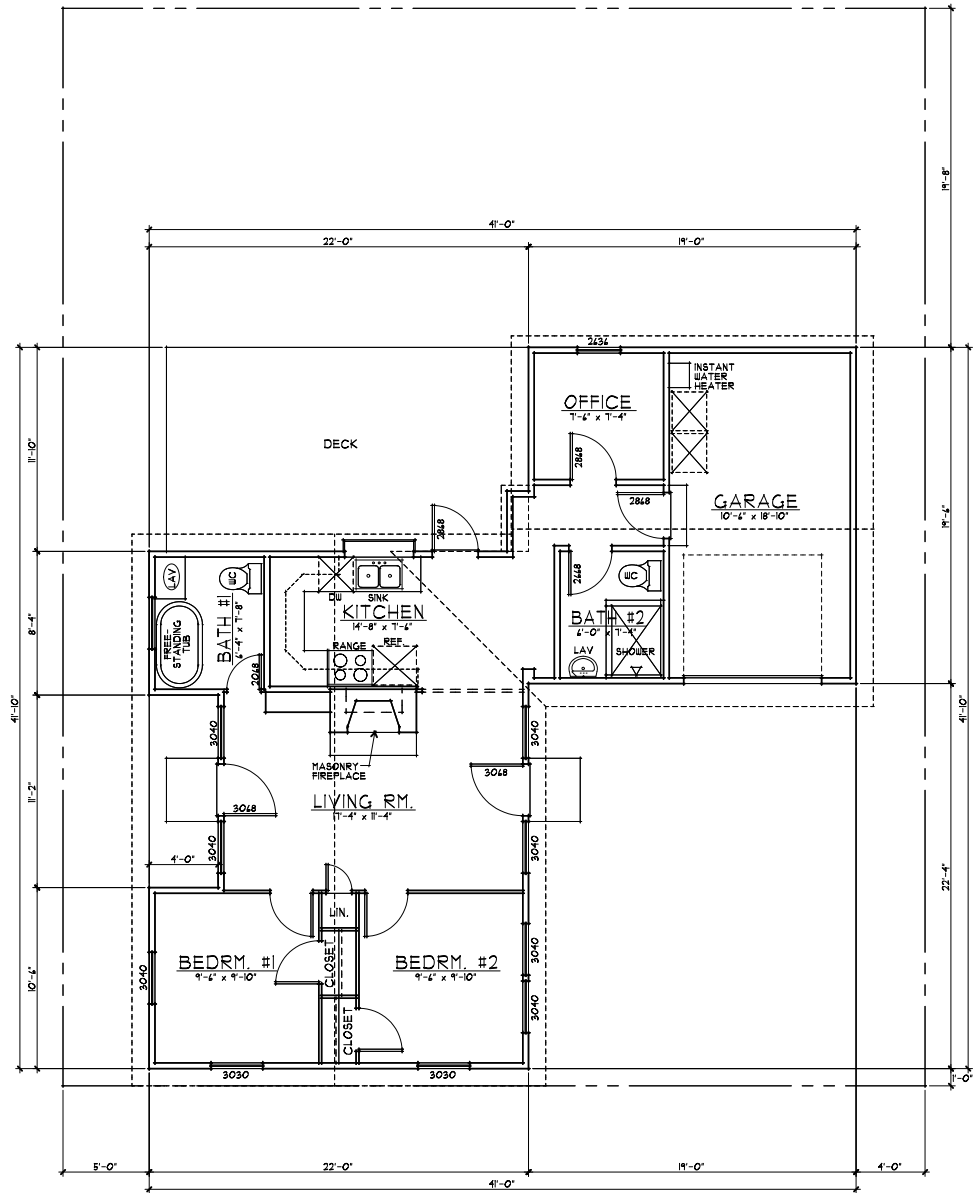
### San Mateo County Board of Supervisors Meeting

Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

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# Existing Floor Plan

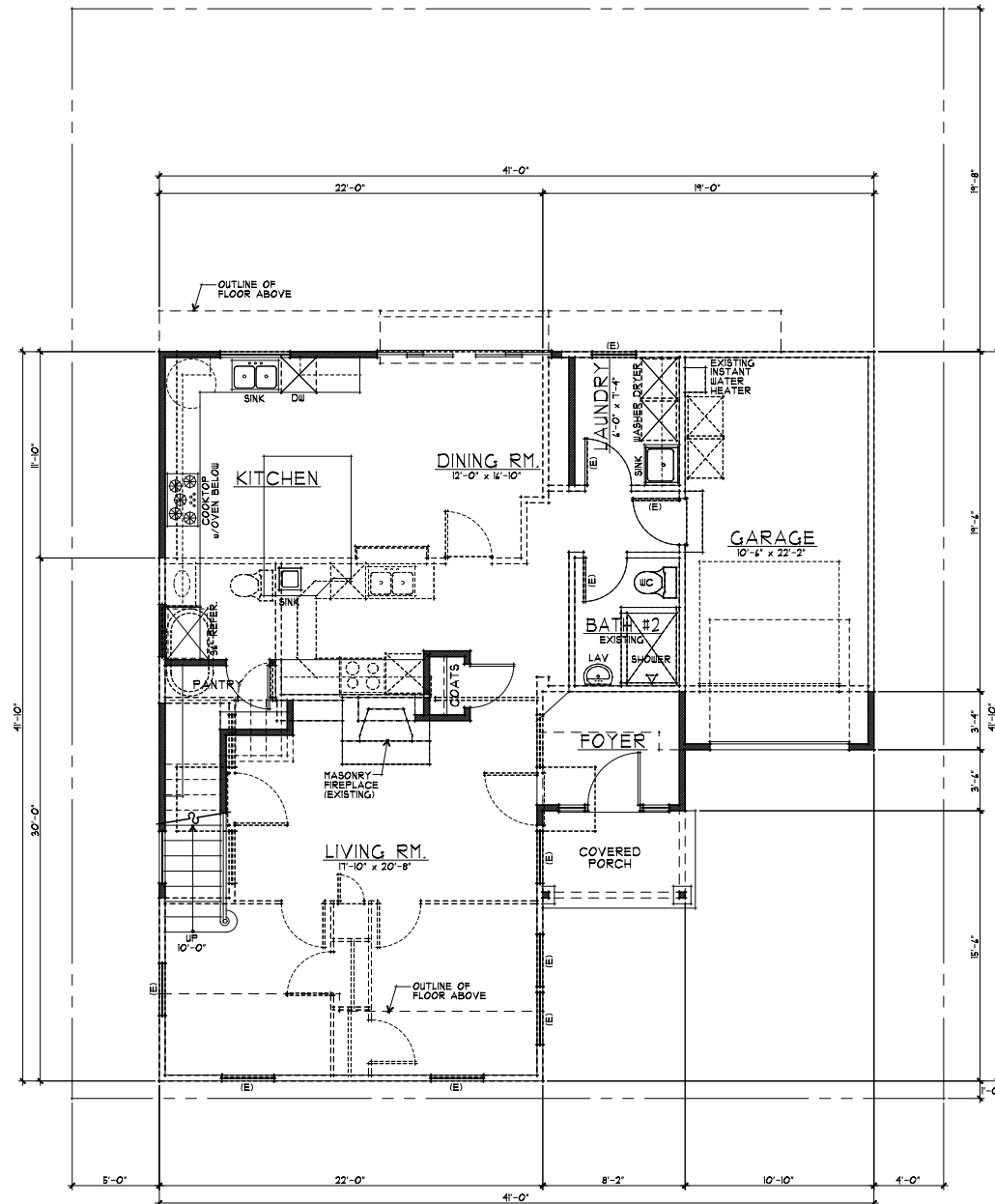


**San Mateo County Board of Supervisors Meeting**

Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

File Numbers: \_\_\_\_\_



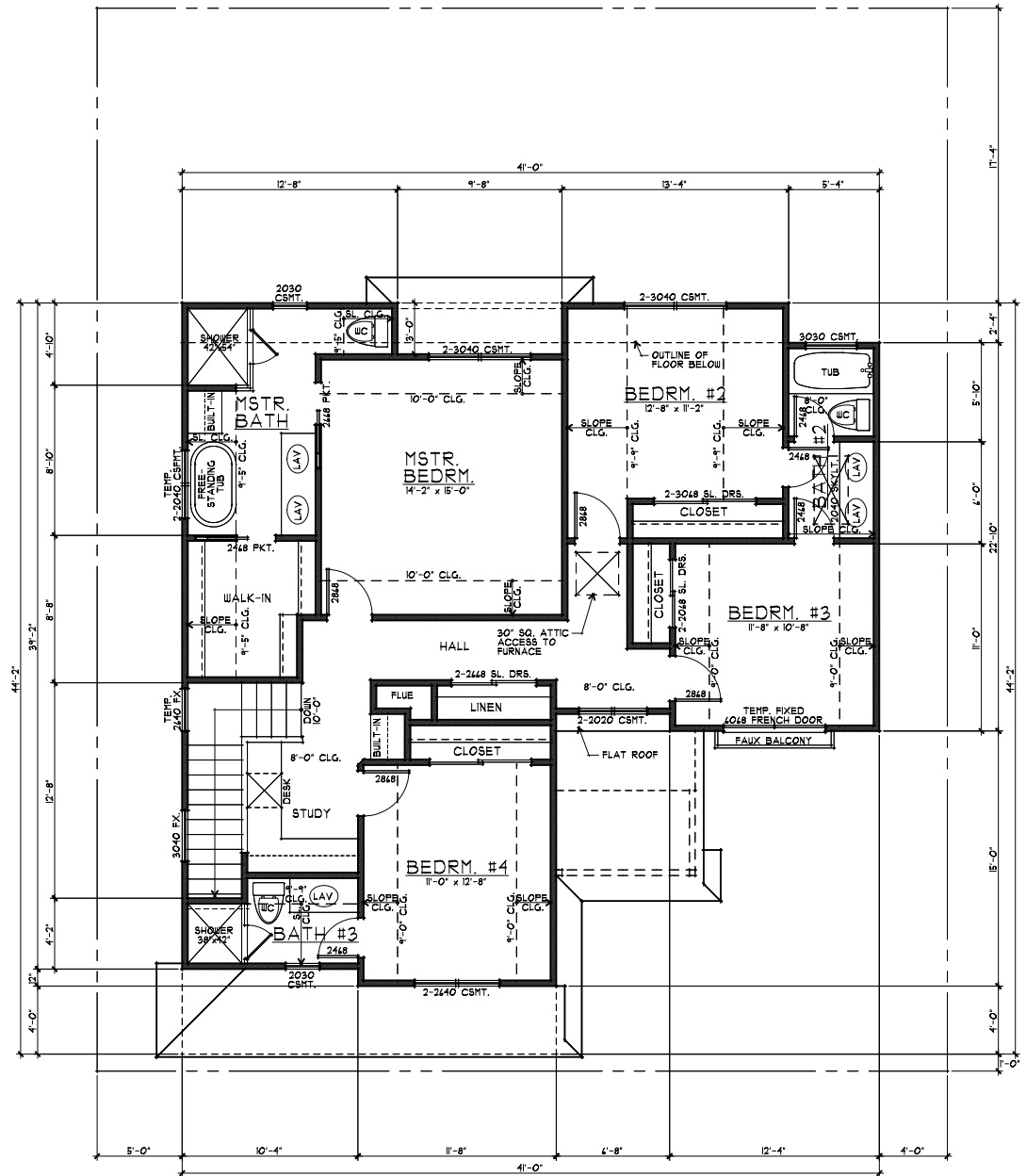
## Proposed Main Floor Plan

### San Mateo County Board of Supervisors Meeting

Owner/Applicant:

Attachment:

File Numbers:



## Proposed Upper Floor Plan

San Mateo County Board of Supervisors Meeting

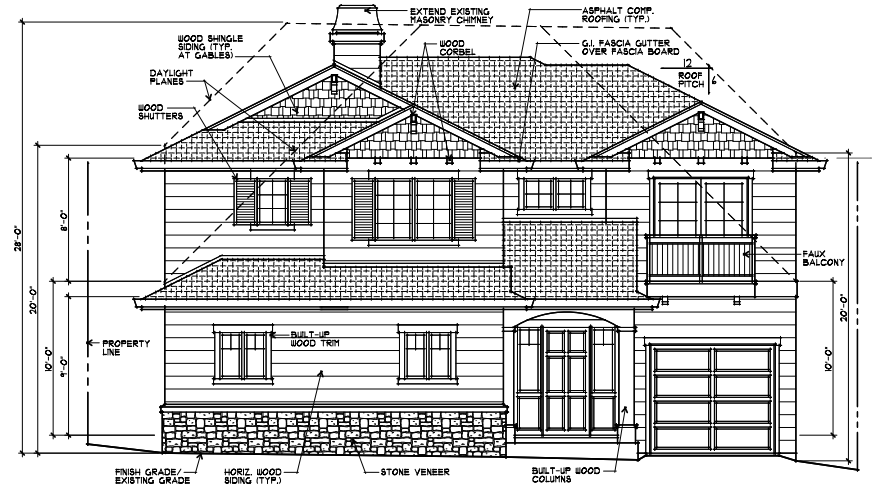
Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

File Numbers: \_\_\_\_\_



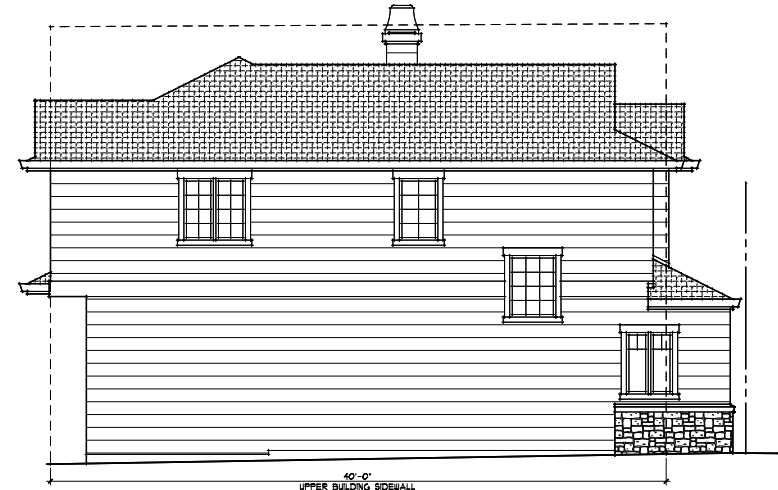
RIGHT ELEVATION



FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION

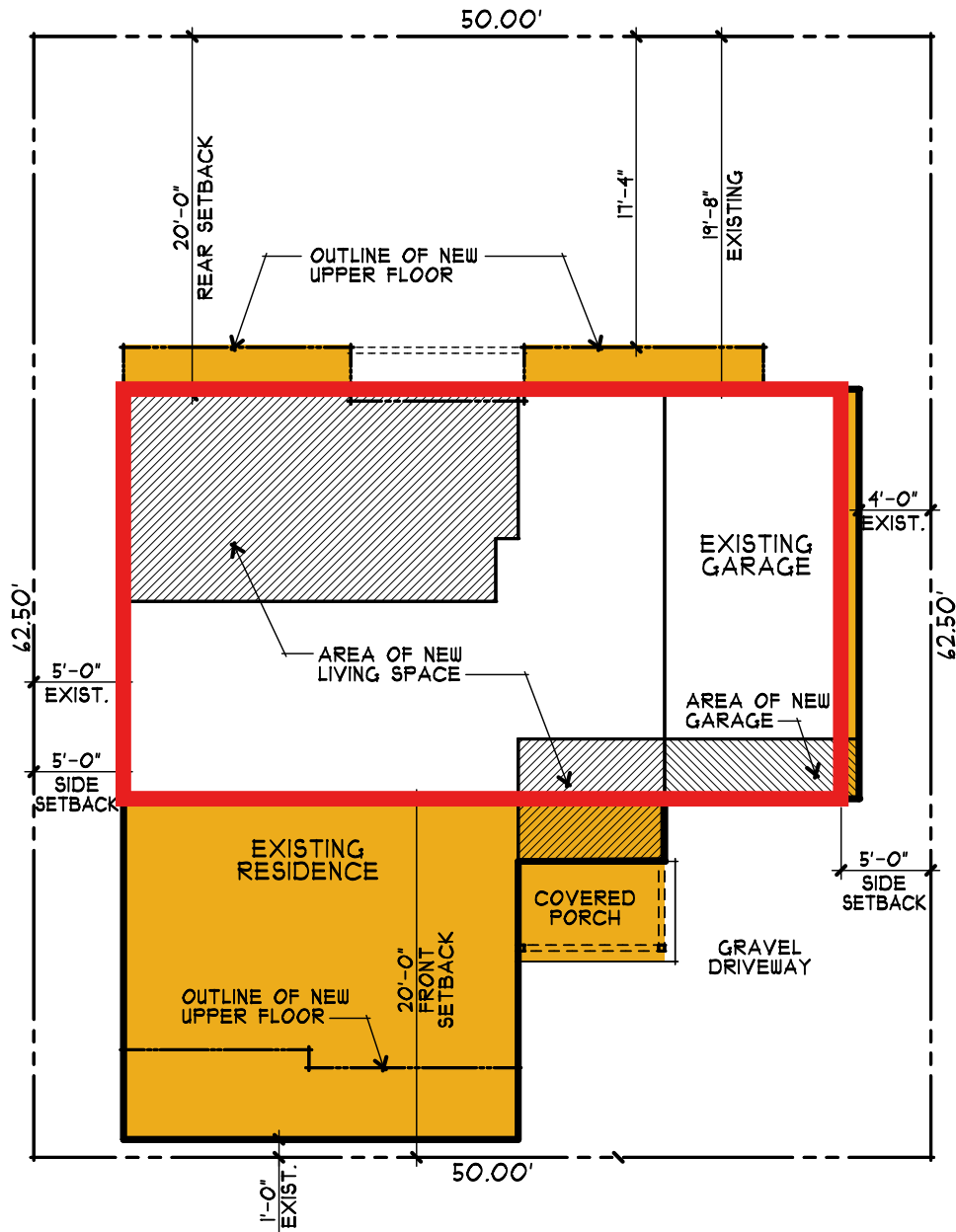
## Proposed Elevations

San Mateo County Board of Supervisors Meeting

Owner/Applicant:

Attachment:

File Numbers:



 SETBACK PROTRUSION

 SETBACK LINE/  
BUILDING ENVELOPE

## Setback Protrusions

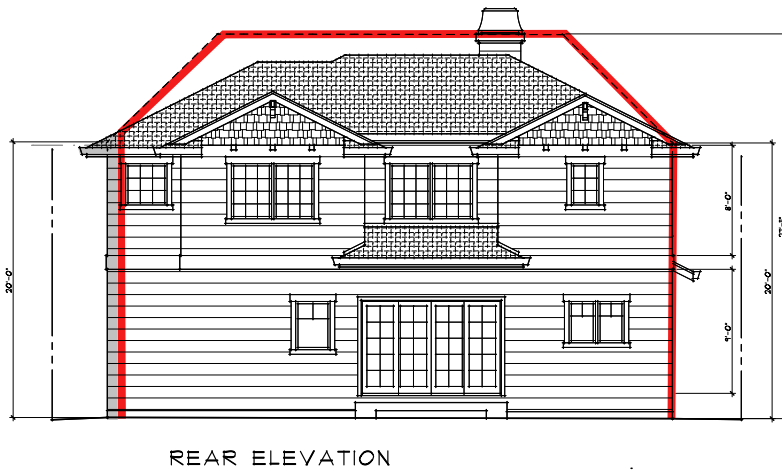
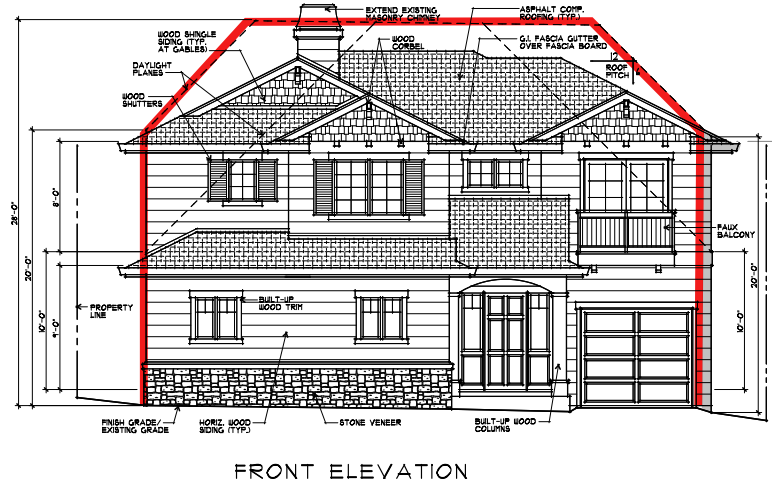
### San Mateo County Board of Supervisors Meeting

Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

File Numbers: \_\_\_\_\_

— DAYLIGHT PLANE (OPTION 1)



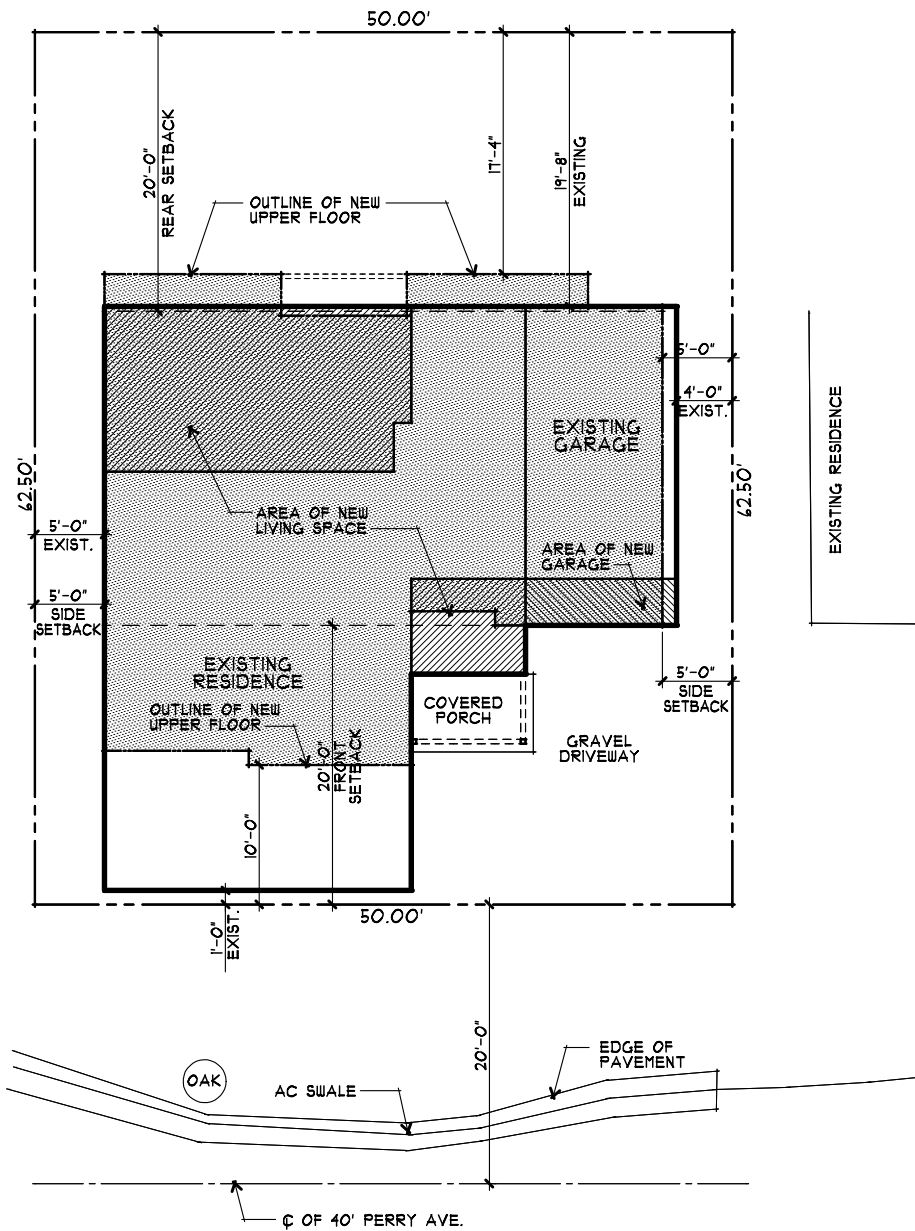
## Daylight Plane Protrusions

**San Mateo County Board of Supervisors Meeting**

Owner/Applicant:

Attachment:

File Numbers:



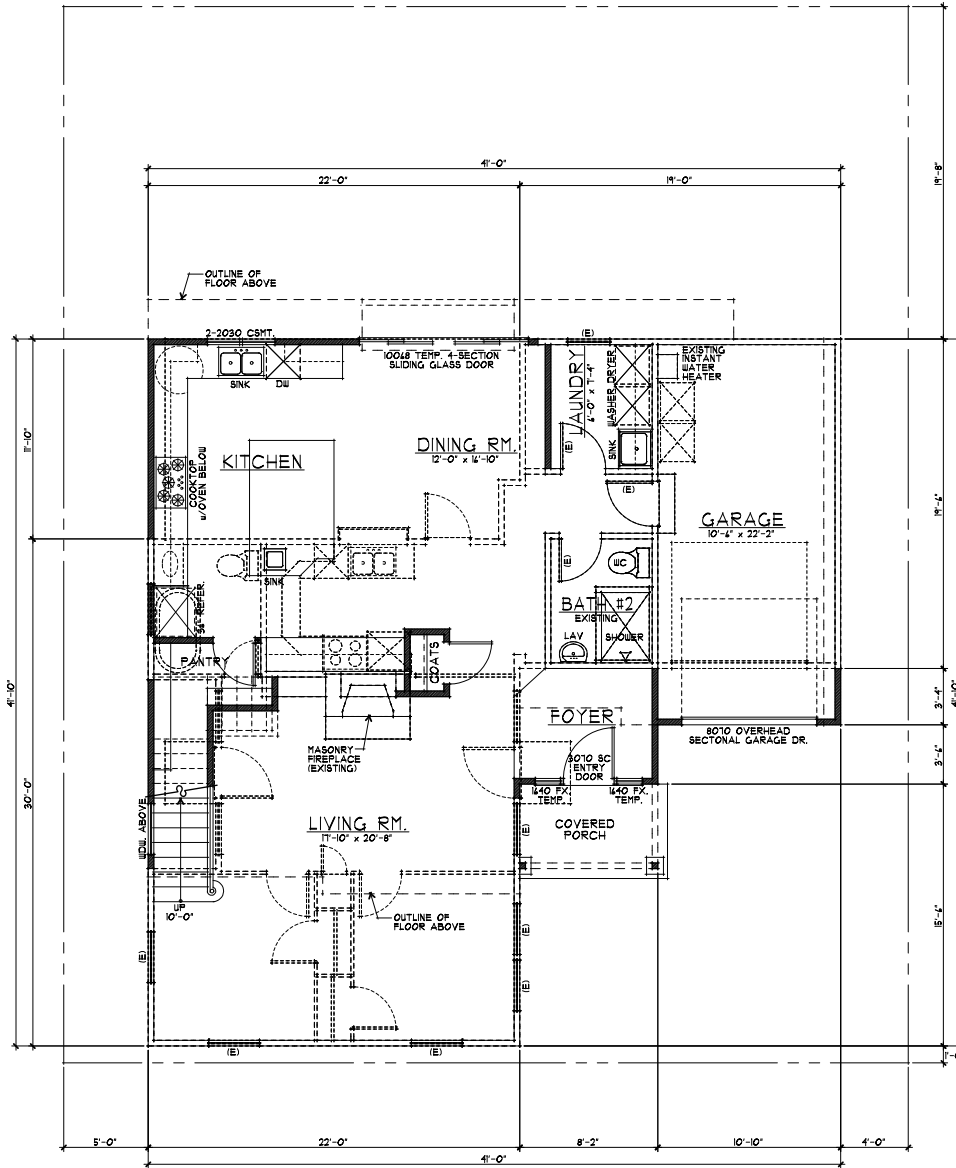
## ***Applicant's Proposed Alternative GJh'D'Ub'***

***San Mateo County Board of Supervisors Meeting***

Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

File Numbers: \_\_\_\_\_



**WALL SCHEDULE**  
 ——— EXISTING WALL  
 ■■■ NEW WALL  
 - - - - EXISTING WALL (TO BE REMOVED)

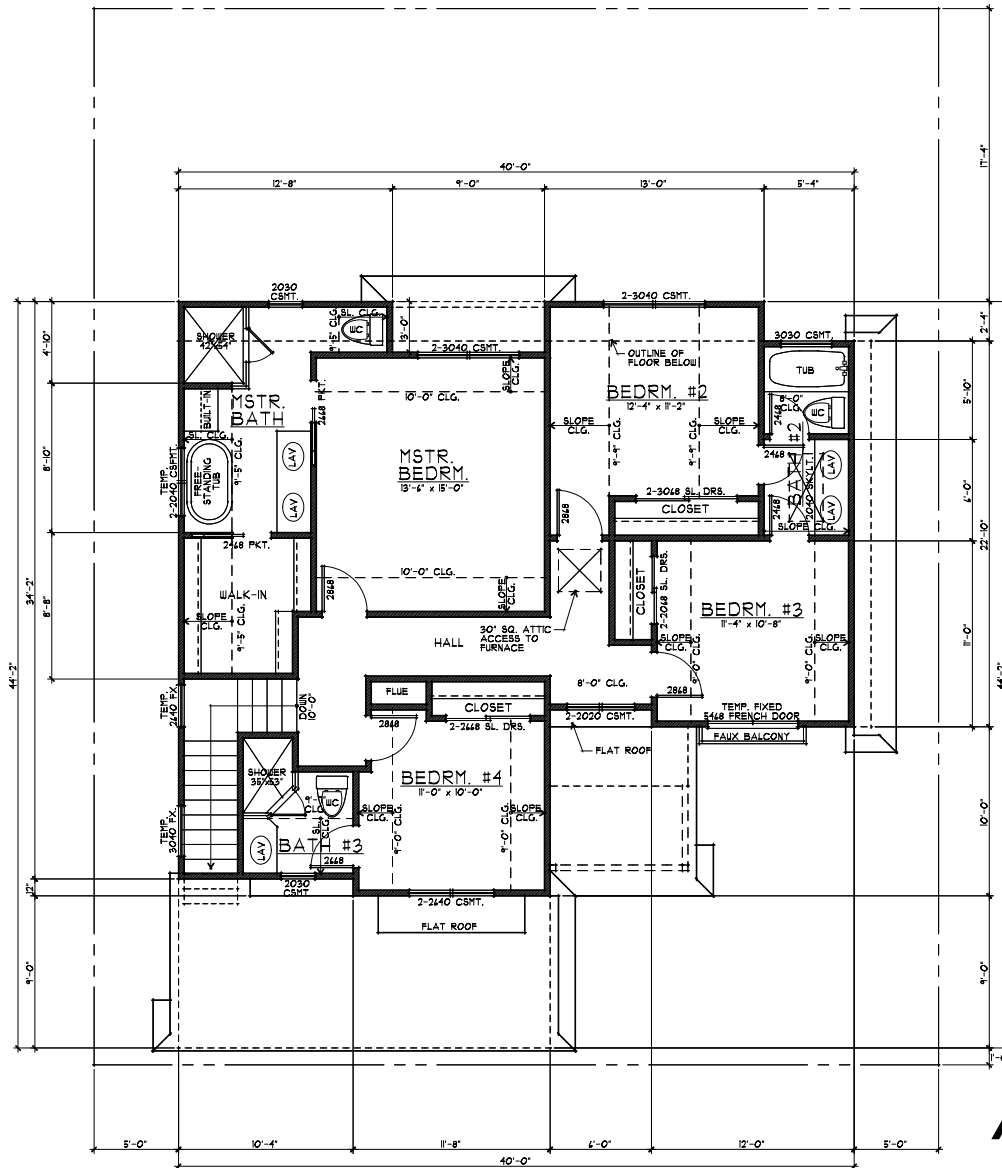
**Applicant's Proposed Alternative  
 A Ujb: `ccf`D`Ub`**

**San Mateo County Board of Supervisors Meeting**

Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

File Numbers: \_\_\_\_\_



- WALL SCHEDULE**
- EXISTING WALL
  - ▬ NEW WALL
  - - - - EXISTING WALL (TO BE REMOVED)

## Applicant's Proposed Alternative 1 ddYf: `ccf`D`Ub`

### San Mateo County Board of Supervisors Meeting

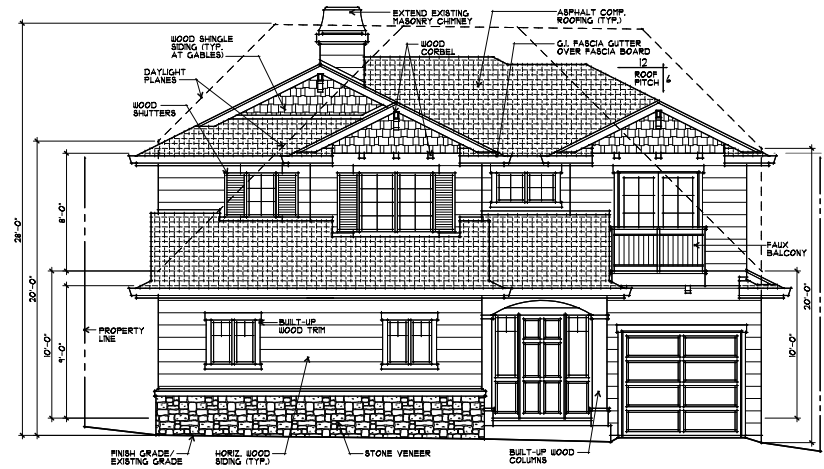
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Attachment: \_\_\_\_\_

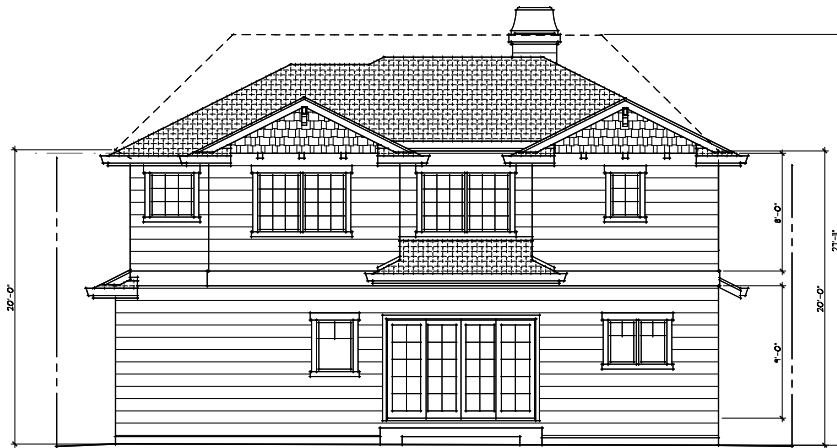
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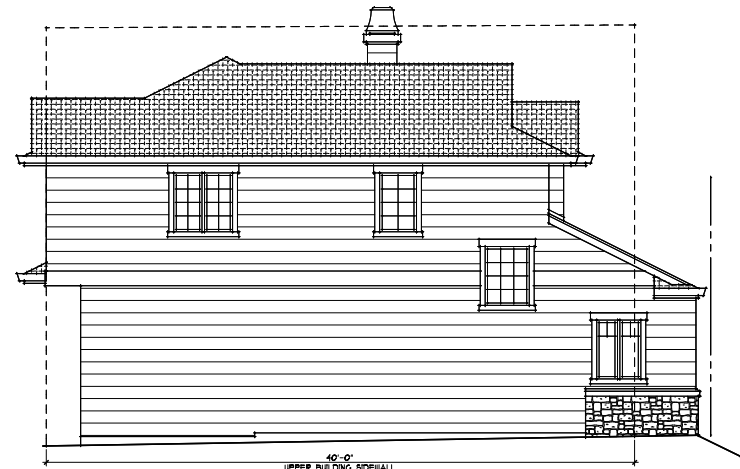
RIGHT ELEVATION



FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION

## ***Applicant's Proposed Alternative Elevations***

***San Mateo County Board of Supervisors Meeting***

Owner/Applicant: \_\_\_\_\_

Attachment: \_\_\_\_\_

File Numbers: \_\_\_\_\_



**County of San Mateo - Planning and Building Department**

# **ATTACHMENT K**

# Application for Appeal

**RECEIVED**

Planning and Building Department  
County Government Center • 455 County Center, 2nd Floor  
Redwood City • CA • 94063 • Mail Drop PLN 122  
Phone: 650 • 363 • 4161 Fax: 650 • 363 • 4849

To the Planning Commission

NOV 29 2012

To the Board of Supervisors

San Mateo County  
Planning and Building Department

### Appellant Information

Name: James Camarillo

Address: 1921 Perry Ave  
Menlo Park, Ca

Phone, W: <sup>450</sup>219-1380 H: <sup>450</sup>854-7894

Zip: 94025

### Appeal Information

Permit Numbers involved:

PLN 2012-00056

I have read and understood the attached information regarding appeal process and alternatives.

yes

no

I hereby appeal the decision of the:

- Staff or Planning Director
- Zoning Hearing Officer
- Design Review Committee
- Planning Commission

Appellant's Signature: \* James Camarillo

Date: 11/29/12

\* see attached list of additional appellants

made on Nov. 14 2012, to approve/deny the above-listed permit applications.

### Basis for Appeal

Planning staff will prepare a report based on your appeal. In order to facilitate this, your precise objections are needed. For example: Do you wish the decision reversed? If so, why? Do you object to certain conditions of approval? If so, then which conditions and why?

see attached -

November 29, 2012

**San Mateo County Board of Supervisors  
Hall of Justice  
400 County Center  
Redwood City, CA 94063**

Attn: Supervisor Dave Pine, District 1  
Supervisor Carole Groom, District 2  
Supervisor Don Horsley, District 3  
Supervisor Rose Jacobs Gibson, District 4  
Supervisor Adrienne Tissier, District 5

RE: PLN2012-00056 (Valentine) [4 Perry Ave., Menlo Park, CA]

Dear Supervisors:

We are writing to you on behalf of more than 46 residents of the University Park neighborhood, located within the "S-72" Combining District, the neighborhood in which the above referenced project is located. We, your voting constituents, are looking to you for balanced, fair, and open leadership in helping to negotiate a deep conflict in our otherwise healthy and growing neighborhood.

In appealing the decision the Planning Commission rendered on November 14, 2012, we ask that you carefully and thoroughly consider the concerns of all sides of this conflict and direct meaningful negotiation in a manner that results in a better neighborhood for us, as well as a reasonable family house for the applicants.

**OPPOSITION SUMMARY**

- A. We strongly OPPOSE the Planning Commissioners' upholding of the Zoning Hearing Officer's approval of Planning Permit Application and related Application for a Zoning Nonconformity Use Permit for the following reasons:
1. The proposed project clearly disregards the zoning standards, particularly the standards of zoning non-conformities and our neighborhood's combining district. The degree to which the proposed project violates the standards is well beyond reasonable relief from a strict interpretation of them. The granting of a Use Permit to circumvent zoning standards and effectively render our neighborhood standards irrelevant is wrong. We

have three primary concerns: 1. the disproportionate bulk of the proposed project on its lot compared to other developed parcels in the neighborhood, 2. the safety concerns of street parking at the choke point of a narrow residential street, and 3. the preservation of a heritage tree in the public right-of-way.

2. Despite two public hearings, there has not been meaningful investigation of alternatives and balanced negotiation with potential to result in a compromise solution acceptable to both the applicants and the appellant neighbors. A number of aspects of this process are deeply concerning and disturbing to us, particularly: 1. the staff reports upon which the Zoning Hearing Officer's and Planning Commission's approvals were based contain errors, inconsistencies, and selective application of the ordinance, 2. a modification to the proposed design suggested by the Zoning Hearing Officer was minor and did not address our primary concerns, and 3. the alternatives contained in the staff report to the Planning Commission were raised and summarily dismissed without meaningfully consideration.

B. We SUPPORT the growth of our neighborhood through appropriate development that follows the intent of the San Mateo County Zoning Ordinance. During our time living on Perry Avenue over 50% of the lots on Perry Avenue have been developed or are currently under construction. These projects conform to the Zoning Ordinance, and maintain the neighborhood street scale and character through appropriate setbacks and homes scaled to the size of their lots. This is the first project we have opposed. We oppose it for the reasons indicated above.

We would welcome an opportunity to show each of you our neighborhood prior to the scheduled hearing date, so that you can see it for yourselves and have first hand understanding of the neighborhood and particularities of the subject parcel, such that we may engage in more meaningful discussion at the public hearing. We look forward to presenting details supporting our opposition to you at the public hearing.

We urge you to listen equally to all voices of your constituency in directing the negotiation of an alternative solution that provides a reasonable family home for the applicants and maintains the quality of our neighborhood. We urge you to provide leadership in turning a win-lose decision that fractures our neighborhood and erodes the quality of our neighborhood, indeed erodes the very standards that were put in place twenty or so years ago to maintain the quality of our neighborhood, into a win-win solution that strengthens our neighborhood.

In the absence of a redesigned project that meets the spirit and intent of the Zoning Ordinance, particularly the standards of our neighborhood's combining district and of zoning non-conformities, we respectfully request that you uphold the appeal of, and thereby reverse, the decision to approve the Planning Permit Application and related Application for a Zoning Nonconformity Use Permit rendered by the Zoning Hearing Officer on August 2, 2012 and upheld by the Planning Commission on November 14, 2012.

Thank you for your consideration.

Respectfully Submitted,

James Camarillo and Daryl Ann Camarillo  
University Park  
1921 Perry Avenue  
Menlo Park, CA

Home: 650-854-7894

Jim cell: 6650-269-1380; Daryl cell: 650-269-1493

Signature

Signature

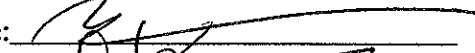
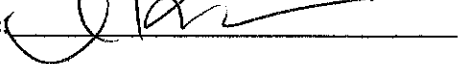
cc: Supervisor Elect, Warren Slocum

ADDITIONAL APPELLANTS

PLN 2012-00056

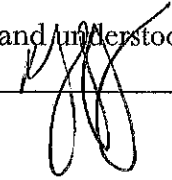
Scott Kamran  
Linda Kamran  
University Park  
6 Perry Avenue Menlo Park, CA

I have read and understood the attached information regarding appeal process and alternatives.

Signature:   
Signature: 

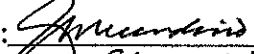
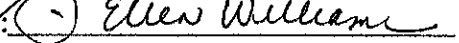
Michael Eldredge  
University Park  
231 Vine Street Menlo Park, CA

I have read and understood the attached information regarding appeal process and alternatives.

Signature: 

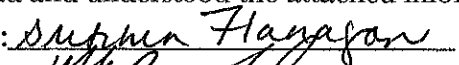
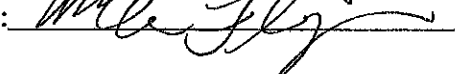
Gari Merendino  
Ellen Williams  
University Park  
261 Vine Street Menlo Park, CA

I have read and understood the attached information regarding appeal process and alternatives.

Signature:   
Signature: 

Gretchen and Mike Flanagan  
University Park  
1901 Palo Alto Way Menlo Park, CA

I have read and understood the attached information regarding appeal process and alternatives.

Signature:   
Signature: 

ADDITIONAL APPELLANTS

PLN 2012-00056

JoAnne Stenger  
University Park  
421 Vine Street Menlo Park, CA

I have read and understood the attached information regarding appeal process and alternatives.

Signature: X JoAnne Stenger MD

Tim and Rene Unger  
University Park  
431 Vine Street Menlo Park, CA

I have read and understood the attached information regarding appeal process and alternatives.

Signature: [Signature]

Signature: [Signature]

15 February 2013

**San Mateo County Board of Supervisors  
Hall of Justice  
400 County Center  
Redwood City, CA 94063**

Attn: Supervisor Dave Pine, District 1  
Supervisor Carole Groom, District 2  
Supervisor Don Horsley, District 3  
Supervisor Warren Slocum, District 4  
Supervisor Adrienne Tissier, District 5

RE: PLN 2012-00056(Valentine) [4 Perry Ave., Menlo Park, CA]

Dear Supervisors;

I am writing to you as both a 12+ year resident of the University Park neighborhood in which the proposed development referenced above is located, and on behalf of the eight appellants and 46+ neighbors who have expressed opposition to the proposed development. I am an architect licensed to practice in California for almost 20 years and have focused my practice on housing of all types.

We are not opposed to an expansion of the house in general; rather, we are opposed to the development as specifically proposed. I am asking that you provide leadership in directing an alternative to the proposed development for 4 Perry Avenue, an alternative outlined by the Planning Department that would both provide the applicant with a reasonable family house and is consistent with the proportionality and character of our neighborhood.

**SUMMARY**

1. We strongly OPPOSE the Planning Commission's approval of the Use Permit application. We believe the Planning Commission made this decision in error based partially on a staff report riddled with fundamental errors, and without meaningful consideration of a viable alternative.
2. We ENDORSE the second alternative outlined in the staff report to the Planning Commission which allows the existing non-conforming structure to remain, while reducing the bulk of the proposed new construction to be proportional to the lot and more nearly compliant with the zoning regulations.

## **SUMMARY POINT 1: Oppose Approval of Use Permit**

The staff report dated November 14, 2012, is riddled with fundamental errors.

The zoning ordinance outlines a use permit process for addressing the challenges of non-conforming situations. **However, a use permit does not grant a blank slate for development.** Rather, the proposed development must be fully evaluated with respect to all current zoning standards, to ensure that the degree of relief from the standards which the development seeks is reasonable and justifiable.

Nowhere does the staff report outline all eight standards from which the proposed development seeks an exceptional degree of relief. Furthermore, the staff report contains fundamental misunderstandings and misapplication of basic planning terms and concepts. **Two of the findings required to grant a use permit cannot be reasonably justified.**

### **Section 6133.3.b.(3) Finding (a) that must be made is “The proposed development must be proportioned to the parcel on which it is being built.”**

In addressing this finding, staff discusses maximum square footage, and compares the proposed square footage of the proposed development to that of other houses recently constructed in the neighborhood. But this approach addresses house size only and does not address proportionality of house size to parcel size.

The proposed development is for a non-conforming, sub-standard parcel. All other parcels in the vicinity but one are conforming parcels and are substantially larger, by almost double, than that of the subject parcel. Putting a similar size house on a half size lot is not proportional. **The proposed development is proportionally 47% - 61% larger than the recent developments on either side.**

Please see Attachment A.

### **Section 6133.3.b.(3) Finding (c) that must be made is “The proposed development is as nearly in conformance with the zoning regulations currently in effect as is reasonably possible.”**

In addressing this finding, staff selectively discusses only two exceptions: ground floor setbacks and side yard daylight plane, and the justification for those exceptions is based on an erroneous application of setbacks in non-conforming situations, and a fundamental misunderstanding of the term “daylight plane”. **There are actually eight regulations to which the applicant seeks an extraordinary degree of relief.**

Staff assumes that the existing non-conforming structure establishes setbacks for the new construction. However, Section 6135.4. clearly states that “A non-conforming structure may be enlarged provided the enlargement conforms with the zoning regulations currently in effect, e.e., the non-conforming portion of the structure may not be enlarged.” It is the second story front yard setback that is most offensive.

Staff also states that daylight plane is only a side yard issue and that minimum required setbacks are unrelated to the daylight plane. However, Section 6300.4.106. clearly states “A daylight plane defines a three dimensional volume of space in which a building may be constructed.” Further, Section 6300.4.100.1.b notes “The regulatory limits of Option 1 requirements are illustrated on the diagram...” and the diagram clearly shows the daylight plane volume limited by the minimum required setbacks on all sides of a structure.

Please see Attachment B.

## **SUMMARY POINT 2: Endorsement of Alternative 2**

Fortunately, the staff report included alternatives to the proposed development, one of which has potential to result in a house much more in keeping with the spirit and intent of the Zoning Ordinance as a whole and our neighborhood's "S-72" Combining District in particular.

**The second alternative proposed by staff would allow a more reasonable degree of relief from the regulations by allowing the existing non-conforming structure with its one-car garage to remain and be enlarged.** We understand that this alternative would contain the second floor development behind the front yard setback. The proposed new floor area on both the first and second floor would be reduced by eliminating Bedroom #4, Bath #3 and the Study, reorienting the stair, and reducing, eliminating, and/or reorienting the Foyer and Covered Porch to fully fit within the front and right side yard setbacks, and extend no further into the rear and right side yard setback than the existing walls. This would greatly reduce the encroachments into the setbacks and reduce the overall size of the proposed bulk.

We add to this endorsement two requests:

1. provisions be put in place to maintain the health and viability of the heritage oak in the public right-of-way, including tree protection during construction, limitations on irrigation, directive on appropriate planting under oaks, etc.
2. provisions be put in place to address safety concerns of parking at the "choke-point" of the narrow street including a site plan showing uncovered parking for two standard size vehicles within the property lines, and the addition of "No Parking" signs on the portion of the street constricted by the heritage oaks in the public right-of-way.

## **CONCLUSION**

It is my sincere hope that you, our elected Supervisors, show leadership in addressing a situation where fundamental errors have gone unchecked too long, and guide a resolution that is balanced, just, and fair to parties on both sides of this disagreement.

Respectfully,



Patricia McBrayer  
Architect and Neighbor

cc: Jim Eggemeyer, Planning Director  
Mike Schaller, Senior Planner



# Proportion of Home to Parcel

Note: Parcel and Floor Areas for 2 & 6 Perry are from Building Permit Records, and for 4 Perry from Staff Report re: Use Permit

## DEVELOPMENT PROPOSED FOR 4 PERRY AVENUE EXCEPTIONS TO STANDARDS REQUESTED BY USE PERMIT

The zoning ordinance outlines a use permit process for addressing the challenges of non-conforming situations. **However, a use permit does not grant a blank slate for development.** Rather, the proposed development must be evaluated in respect to current zoning standards, to ensure that the degree of relief from the standards which the development seeks is reasonable and justifiable.

The significant degree to which the proposed development for 4 Perry Avenue seeks exception from the standards is unreasonable and two of the findings required to grant a use permit cannot be justified.

The 8 zoning standards from which the applicant is requesting an extraordinary degree of relief are:

1. Section 6132.10.  
Assume Value = Area, 990sq. ft. x 49% = 485 sq. ft. addition  
Proposed addition is 1,737 sq. ft.  
**To allow approximately 3 1/2 times more new building floor area than a minor remodel with existing non-conforming portions of the existing house to remain would allow.**
2. Section 6132.9. and 6135.5.b.  
**To allow the existing non-conforming portions of the existing house to remain where a major remodel requiring full compliance of both the existing and new is required due to the existing structure's greater than 50% violation of the front setback.**
3. Section 6300.4.50.  
(Site Dimensions - Setbacks) = Build-able Footprint  
50 ft. x 62.5 ft. parcel yields 40 ft. x 22.5 ft. footprint x 2 = 1,800 sq. ft. achievable floor area.  
**To allow 50% more building floor area than would be allowed by a fully compliant new structure.**
4. Section 6300.4.50.  
Required front setback is 20 ft.,  
Requested exception is for new construction with 11 ft. setback on first floor and 5 ft. setback on second floor.  
**To allow new building floor area on the first and second floor located within the minimum required front setback, reducing the setback by 45% on the first floor and 75% on the second floor.**
5. Section 6300.4.50  
Required right side setback is 5 ft.  
Requested exception is for new construction with 4 ft. setback on first and second floor.  
**To allow new building floor area on the first and second floor located within the minimum required right side setback, thereby reducing the setback by 20%.**

6. Section 6300.4.50  
Required rear yard setback for first and second floor is 20 ft.  
Requested exception for new construction is 19.8 ft. setback on first floor and 17.3 ft. setback on second floor.  
**To allow new building floor area on the second floor located within the minimum required rear setback, thereby reducing the setback by 13.5%.**
7. Section 6300.4.10.6. and 6300.4.100.1.b.  
**To allow new building volume that substantially exceeds the maximum daylight plane volume.**
8. Section 6119.  
**To allow the existing one car garage to remain, without the addition of a second covered parking space, as is required due to an increase in bedroom count resulting in more than two bedrooms.**

END

04 March 2013

**San Mateo County Board of Supervisors  
Hall of Justice  
400 County Center  
Redwood City, CA 94063**

Attn: Supervisor Dave Pine, District 1  
Supervisor Carole Groom, District 2  
Supervisor Don Horsley, District 3  
Supervisor Warren Slocum, District 4  
Supervisor Adrienne Tissier, District 5

RE: PLN 2012-00056(Valentine) [4 Perry Ave., Menlo Park, CA]

Dear Supervisors;

I am writing this as a supplement to my previous February 15, 2013 letter.

In the February letter I indicated opposition to the Planning Commission's approval of the development as proposed and endorsement of an alternative outlined in the staff report. I also indicated that two findings required to grant a Use Permit could not be justified for the development as proposed.

1. Section 6133.3.b.(3) Finding (a) that must be made is "The proposed development must be proportioned to the parcel on which it is being built." The proposed development is proportionally 47% - 61% larger than the recent developments on either side; therefore, the finding cannot be justified.
2. Section 6133.3.b.(3) Finding (c) that must be made is "The proposed development is as nearly in conformance with the zoning regulations currently in effect as is reasonably possible." There are eight regulations to which the applicant seeks an extraordinary degree of relief; therefore, the finding cannot be justified.

This letter outlines a third finding that cannot be justified for the development as proposed:

**3. Section 6133.3.b.(3) Finding (e) that must be made is "Use permit approval does not constitute a granting of special privileges."**

In addressing this finding, staff indicates that the approval would not involve the granting of a special privilege to the property owner because other exceptions have been granted in the neighborhood, including the adjacent parcel which is also substandard.

However, while a use permit was approved for the development on the substandard parcel at 2 Perry Avenue, the use permit approval came at the end of a public process during which the Planning Department directed negotiation. The house that was ultimately approved was much smaller than originally proposed, to be in proportion to its parcel with small setback exceptions. **The development at 2 Perry Avenue (the only other substan-**

**dard parcel on the block) sets the standard, the precedent, for the development at 4 Perry Avenue. To do otherwise, to allow greater bulk or more exceptions, would constitute the granting of special privilege.**

The development proposed for 4 Perry Avenue is 2,720 sf with an FAR of 0.87 (47% greater than 2 Perry Avenue.

2 Perry Avenue has a Floor Area Ratio (FAR) of 0.59 (2,155 sf house / 3,654 sf parcel).

Applying the same FAR to 4 Perry Avenue results in a house of 1,844 sf maximum floor area (3,125 sf parcel x 0.59).

It is important to note, that without a use permit, the standards would limit the house size to:

- a. approximately 1,475 sf if the original structure is retained and expanded (Section 6132.10 & 6135.2.&.4.)
- b. 1,800 sf if the original structure is demolished and a new house constructed (Section Section 6132.9. & 6135.5.b.)

A use permit granting an FAR of 0.59 with a resultant maximum floor area of 1,844 sf, following the standard set by 2 Perry Avenue, allows an increase over what would otherwise be possible on the parcel without the granting of a use permit. To get a house of this size on a parcel this small requires limited and reasonable exceptions to the setbacks and daylight plane. This is a consistent approach that would not constitute the granting of special privilege.

Also, 2 Perry Avenue respects the front setback on the street, as do all other new houses. To allow the 4 Perry Avenue development to add a second story in exception of the front setback would result in this new house looming in front of all other houses on Perry Avenue.

**Approving such an exception would be granting a special privilege.**

## CONCLUSION

I greatly appreciate your consideration of these concerns and look forward to your leadership in negotiating a win-win resolution to this unfortunate situation. The direction the Board provides on this application and appeal has potential impact far beyond the scope of this one proposed development.

Respectfully,



Patricia McBrayer  
Architect and Neighbor

cc: Jim Eggemeyer, Planning Director  
Mike Schaller, Senior Planner





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



**DATE:** April 3, 2013  
**BOARD MEETING DATE:** April 9, 2013  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** John L. Maltbie, County Manager  
**SUBJECT:** Form and Appoint Members of a Supervisorial District Lines Study Committee and Approval of an Outreach Budget

**RECOMMENDATION:**

1. Form a committee of nine members, composed of four elected officials and five public members who are also residents of the County, to study the matter of changing the boundaries of the supervisorial districts and develop recommendations for District boundaries;
2. Appoint Supervisors Adrienne Tissier and Warren Slocum to the committee;
3. Appoint City Council Members Gonzalo "Sal" Torres of Daly City and Laura Martinez of East Palo Alto to the committee;
4. Appoint the five public members as recommended by the County Manager: William Nack, Barbara Arietta, Hayden Lee, Rebecca Ayson and Raymond Lee;
5. Appoint as an alternate public member, Eric Reed, to serve in the event that one of the public members becomes unable to serve; and
6. Approve a \$100,000 outreach budget to assist with the redistricting process.

**BACKGROUND:**

Section 21500 of the Elections Code requires the County to adjust the boundaries of any or all of the supervisorial districts of the county following each decennial census. The County performed this adjustment in the Fall of 2011.

However, in November 2012 the voters of San Mateo County approve Measure B, which amended the San Mateo County Charter to provide that Supervisors be elected "by-district" rather than "at-large".

The County Manager's Office expects that this Charter Amendment may have resulted in increased community interest in the composition of the County's Districts and believes that it may be appropriate to review the current composition. This off-census review is specifically permitted by Section 21503 of the Elections Code. Further Section 21505 specifically provides for appointment of a committee composed of residents of the county to study the matter of changing the boundaries of the supervisorial districts. The County

Manager's Office believes that conducting outreach can be an important component of a successful process and is therefore proposing a \$100,000 outreach budget.

In February 2013, the County settled Satorre v. Church, a lawsuit that challenged the County's at-large election system. As part of that settlement, the parties agreed to present this issue to the Board. Further, the Plaintiffs were promised a mechanism to recommend Committee members to the Board.

**DISCUSSION:**

The County Manager's Office recommends that the Board appoint a nine-member committee made up of two members of the Board of Supervisors, two local city council members, five members of the general public and a non-voting alternate public member in the event that one of the chosen public members become unable to serve. The County Manager's Office recommends that the Board appoint Supervisor Adrienne Tissier, Supervisor Warren Slocum, Gonzalo "Sal" Torres of Daly City and Laura Martinez of East Palo Alto as the elected official members.

The County initiated an application process to solicit interest for the Committee. We received 30 applications. The representatives of the San Mateo County Leagues of Women Voters graciously agreed to vet the applications and recommend candidates. A memorandum from the League describing their process and candidates is attached. In addition, the Plaintiffs in the Satorre v. Church lawsuit have also recommended candidates. An email from the Plaintiffs is also attached. The Board has agreed to select the five public members and the alternate public member from the recommended candidates.

Based on the recommendations, the County Manager's Office proposes that the Board select public members from each of the five existing Districts and who will be part of a Committee that reflects the diversity of the County. Accordingly, the County Manager's Office suggests the following five public members: Hayden Lee of Millbrae (District 1), Raymond Lee of San Mateo (District 2), Barbara Arietta of Pacifica (District 3), William Nack of Menlo Park (District 4) and Rebecca Ayson of Daly City (District 5). Further, the County Manager recommends that Eric Reed of Belmont be appointed the alternate public member.

The target date for the completion of the committee's work—the end product being a recommendation to the Board on the composition of the districts—is September 13, 2013.

**FISCAL IMPACT:**

Outreach related to the redistricting process is anticipated to cost approximately \$100,000.

**From:** Carolyn Hsu <carolynh@asianlawcaucus.org>  
**To:** David Silberman <dsilberman@smcgov.org>  
**CC:** Robert Rubin <robertrubinsf@gmail.com>, jcuevasingram <jcuevasingram@lcc...>  
**Date:** 3/26/2013 8:36 AM  
**Subject:** Re: Re: Applications for Committee

Dear David,

Thanks again for sending along the list of applicants. On behalf of the Asian Law Caucus and the Lawyer's Committee for Civil Rights, we were pleased to see such a good turnout. Below are the names of applicants we felt should not be overlooked:

1. Carlos Romero
2. Eva Luden Cuffy
3. Hayden Lee
4. Isabel Annie Laya
5. Lucianne Latu
6. Odell Johnson
7. Raymond Lee
8. Rich Casuga
9. Rebecca Ayson
10. Bernardo Huerto

We also wanted to note two applicants who appeared to not meet the qualifications for sitting on the committee.

1. Eli Kouichi Shirayanagi
2. Jeremey Dennis

Thanks again,  
Carolyn Hsu

Voting Rights Fellow

Asian Law Caucus

Joanna Cuevas-Ingram

Voting Rights Fellow

Lawyers' Committee for Civil Rights

To: San Mateo County Board of Supervisors

From: Jacqueline Jacobberger, President, League of Women Voters of North & Central San Mateo County

Re: San Mateo County Supervisorial District Boundary Adjustment Committee; recommendations for appointments to the committee

Members of the two Leagues of Women Voters in San Mateo County formed a committee to evaluate the applications for the Supervisorial District Boundary Adjustment Committee.

Committee members were:

Marie Baldisseri (LWV North & Central San Mateo County)

Judy Bloom (LWV North & Central San Mateo County)

Linda Craig (LWV South San Mateo County)

Michele Garside (LWV North & Central San Mateo County)

Linda Liebes (LWV South San Mateo County)

Jacqueline Jacobberger (LWV North & Central San Mateo County)

There were 30 applications and we were asked to select ten for recommendation to the board. We did not interview the applicants. Our evaluation was based on the criteria posted on the county website, the education and professional experience as well as civic and volunteer activities listed on the application. We looked for geographic diversity as well as the experience listed by the applicants. The number of applicants from some districts was large, other districts not as well represented in the number of applications so achieving this balance was somewhat more difficult. We tried to select applicants from different geographic areas of the county and with differing backgrounds. We also looked at the availability for meetings listed by each applicant. Some ethnic diversity is desirable but this was not listed as a question on the application form and it was not able to be determined for all applicants.

The following applicants are recommended for consideration by the Board of Supervisors:

Hayden Lee (District 1, Millbrae)

Fel Anthony Amistad (District 2, San Mateo)

Raymond Lee (District 2, San Mateo)

Eric Reed (District 2, Belmont)

Eli Kouichi Shirayanagi (District 2, San Mateo)

Barbara Arietta (District 3, Pacifica)

Denis O'Sullivan (District 3, Half Moon Bay)

Isabel Annie Loya (District 4, East Palo Alto)

William A. Nack (District 4, Menlo Park)

Glenn R. Sylvester (District 5, Daly City)



**COUNTY OF SAN MATEO**  
**Members Memorandum**  
County Manager's Office



**DATE:** March 25, 2013  
**BOARD MEETING DATE:** April 9, 2013  
**SPECIAL NOTICE/HEARING:** No  
**VOTE REQUIRED:** No

**TO:** Honorable Board of Supervisors  
**FROM:** John L. Maltbie, County Manager  
**SUBJECT:** Use of Unrestricted General Funds Derived from One-Time Distribution of Housing Trust Funds of Former Redevelopment Agencies

**RECOMMENDATION:**

Consider options for the use of unrestricted County General Funds received as part of a one-time distribution of liquidated Low-Moderate Income Housing Trust Funds of former redevelopment agencies, and if so desired, direct staff to refine one or more alternatives to bring back to the Board for consideration as part of the budget.

**BACKGROUND:**

**Dissolution of RDAs and Re-allocation of Funds**

Until their recent dissolution, 13 redevelopment agencies (RDAs) operated within cities in San Mateo County. Each RDA was funded by a portion of the incremental property tax levied within its project area boundaries. The RDAs were required to put 20% of their gross tax-increment revenue into a Low-Moderate Housing Fund (LMHF) to be used for development of affordable housing. The LMHFs provided the largest single source of local funding for most local housing projects. RDAs typically provided LMHF money to housing projects as grants, forgivable loans or long-term, low-interest loans with flexible repayment terms.

When the RDAs were dissolved by the State of California, a Successor Housing Agency was designated for each agency. In most cases the Successor Housing Agency is the local city. These agencies are allowed to retain LMHF funds for certain limited purposes, but is required to liquidate uncommitted balances and transfer them to the County Controller for distribution according to a state adopted formula to specific agencies.

In San Mateo County, \$58.9 million in LMHF funds have been returned to the Controller with an additional \$10.2 million currently in dispute that may be added to the total to be reallocated. The sources and amounts of funds by city are summarized on Attachment A. The Controller will distribute the LMHF funds according to a state-adopted formula which would allocate the \$58.9 million as follows.

- \$30.8 million to schools and education agencies
- \$13.4 million to the County
- \$8.5 million to the 13 cities that had RDAs
- \$6.2 million to other agencies, mostly special districts

The LMHF funds the County will receive are unrestricted General Funds. The County has complete discretion over their use.

### **The Need for Affordable Housing**

Between 2002 and 2006, the County worked with over 200 stakeholders to develop a 10 year action plan to eliminate homelessness. The plan found that the County needs to add 8,000 affordable housing units to accommodate all the families and individuals that are currently homeless or at risk of being homeless.

### **City Housing Projects in the Development “Pipeline”**

Currently, 21 projects planned in 12 cities include units with long-term affordability assured by deed restriction. The list of projects and their status is dynamic but a current estimate of their development status by stage, is presented in Attachment B and includes 1 in pre-development, 5 in feasibility studies and 15 in the conceptual stage. Together, these projects would create more than 1,000 affordable housing units. To be constructed, these 21 projects would require about \$150 million in funding from local sources such as host cities, philanthropies or the County.

### **DISCUSSION:**

To expand the supply of permanently affordable housing, the County could allocate the former LMHF money in one or more of the following ways.

- **Contribute funding for the construction and/or renovation of emergency shelters in underserved communities.** Constructing one or more permanent homeless shelters will reduce the on-going public costs of homelessness. A new emergency shelter in East Palo Alto, currently projected to be 40 beds, would partially replace south-county capacity lost when the Clara-Mateo Shelter closed. The Maple Street shelter could be upgraded and/or expanded to better utilize the site and potentially add beds. Addition of day-use “opportunity center” facilities at one or both of these sites could provide space for more effective and efficient delivery of services by the County and our partner agencies
- **Contribute funding to housing projects meeting specific criteria in cities that lost RDA funding.** This option could support one or more of the housing projects in the planning and development “pipeline” at the time the RDAs were dissolved. Criteria for allocating funds to projects could include:
  - Project must be ready for occupancy within two to five years from receipt of funding,
  - The County contribution would leverage funds from other public and private sources, such as the Mental Health Services Act or city

funds or other sources.

- The project provides permanent housing for homeless families or individuals or those at risk of homelessness, veterans, persons with disabilities, survivors of domestic violence, at risk transition-aged youth and/or former inmates returning to the community.

Funding for selected projects could be provided as grants, forgivable loans or low interest long term loans with flexible repayment terms. Grants and forgivable loans would be a one-time use of these funds. Loans would set up a revolving fund which would require long term management.

- **Contribute to small scale property acquisition by non-profit organizations for targeted populations.** This option expands on multiple successful non-profit pilot projects in San Mateo County by agencies like CORA, the Service League, HIP Housing and Shelter Network. Under this model, a non-profit purchases and renovates a small residential property and then provides program support for a specific population such as re-entry clients, domestic violence victims, homeless families or individuals or another specific populations in need. The funding would support purchase costs and the non-profit would be responsible for operating expenses.

## **RECOMMEDATION**

The recommendation is to allocate 100% of the expected \$13.4 million in LMHV funds received by the County as follows:

- 25% to shelter construction and improvements (\$3.35 million)
- 75% to affordable housing projects in the cities (\$10.05 million)

Any LMHF funds the County receives that are not committed by June 30, 2014 will be allocated to small scale property acquisition by non-profit organizations. Allocation of those funds will be based on the same criteria listed above for the selection of city housing projects – prompt occupancy, leveraged funding and provision of housing for targeted populations.

## **FISCAL IMPACT:**

Allocating the County share of the RDA LMHF funds would not create additional costs for the County General Fund with the possible exception of limited administrative costs. The amount of those costs would depend on how the Board chooses to allocate the funds and track the outcome of those investments. Any additional General Fund costs would be brought back to your Board as part of a budget package that includes all selected funding options.



## Low-and-Moderate Income Housing Fund (LMIHF) Due Diligence Review (DDR) Remittances

(Report all Values in Whole Dollars)

County : San Mateo County Controller's Office

Countywide Totals	Belmont RDA		Brisbane RDA		Daily City RDA		East Palo Alto RDA		Foster City RDA		Menlo Park RDA		Millbrae RDA		Pacifica RDA		
	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	
69,740,421	100,317	2,831,019	657,405	3,012,815	12,743,265	5,565,088											
59,563,661	100,451	2,831,019	657,405	3,017,672	12,761,869	5,577,679											
<b>59,563,661</b>	<b>100,451</b>	<b>2,831,019</b>	<b>657,405</b>	<b>3,017,672</b>	<b>12,761,869</b>	<b>5,577,679</b>											
(10,176,760)	134	-	-	4,857	18,604	12,591											

Note that counties should only complete the following information for a SA if the response to both of the above questions is "yes" for that particular SA.

**LMIHF Remittances:**

Total SA was Ordered to Remit  
 Total SA Actually Remitted (Includes interest amount to be remitted)  
**Total Remittances**

Difference Between Total Ordered and Total Actually Remitted <sup>6</sup>

**Distribution of LMIHF Remittances:**

Cities	9,704	551,199	150,972	1,019,850	-	584,795	102,437
Counties	22,927	629,052	129,136	98,629	2,765,937	1,152,708	80,582
Special Districts	22,823	144,948	14,060	627,216	3,871,824	738,019	21,119
K-12 Schools	35,023	1,232,059	307,057	1,069,735	4,920,787	2,600,684	193,578
Community Colleges	6,560	180,053	36,951	133,108	791,443	329,830	23,067
County Office of Education	3,414	93,707	19,230	69,133	411,879	171,643	11,988

Total ERAF (Please break out the ERAF amounts into the following categories if this information is readily available):

- ERAF - K-12
- ERAF - Community Colleges
- ERAF - County Offices of Education
- ERAF - County Offices of Education

**Total Distributed Remittances (Total Remittances Must Equal the Total Distributed Remittances)**

<b>59,563,660</b>	<b>100,451</b>	<b>2,831,019</b>	<b>657,405</b>	<b>3,017,672</b>	<b>12,761,869</b>	<b>5,577,679</b>	<b>432,771</b>
31,160,197	44,997	1,505,819	363,238	1,271,976	6,124,109	3,102,157	228,633
52.3%	44.8%	53.2%	55.3%	42.2%	48.0%	55.6%	52.8%

Total Remittance Distributions to K-14 Schools:

Percentage of Remittance Distributions to K-14 Schools

**Comments (Optional):**

1. Menlo Park - We received written notice from the SA stating that \$761,713 out of the \$5,565,088 the DOF determined to be turned over was incorrectly denied by the DOF and is being protested with the DOF. It is our understanding the SA met with DOF on this matter and was still denied their request.
2. Millbrae - The SA has not filed a DDR. This information was confirmed with Zach Stacy.
3. Redwood City - The SA turned over \$1,902,537 out of \$10,272,916 to the County.
4. San Mateo - The SA advised us in writing that \$555,314 out of the \$1,949,395 the DOF determined to be turned over was incorrectly denied by the DOF and is being protested with the DOF. We understand that the SA met with the DOF and was still denied their request.
5. San Carlos - Pursuant to the DOF Determination Letter dated 12/13/12, no funds were due to be remitted to the County.
6. Positive amounts reported in this row, represents interest.

County : San Mateo County Controller's Office

Title of Former Redevelopment Agency (RDA):

	Redwood City RDA	San Bruno RDA	San Carlos RDA	San Mateo RDA	South San Francisco RDA
Yes	Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes	Yes

Finance has approved the Successor Agency's (SA) DDR  
 Successor Agency does NOT have pending meet-and-confer request  
 Note that counties should only complete the following information for a SA if the resp

**LMIHF Remittances:**

Total SA was Ordered to Remit	12,170,466	2,482,666		1,942,259	27,802,350
Total SA Actually Remitted (Includes interest amount to be remitted)	1,902,537	2,483,849		1,949,395	27,849,014
<b>Total Remittances</b>	<b>1,902,537</b>	<b>2,483,849</b>	<b>-</b>	<b>1,949,395</b>	<b>27,849,014</b>
Difference Between Total Ordered and Total Actually Remitted <sup>6</sup>	(10,267,929)	1,183	-	7,136	46,664

**Distribution of LMIHF Remittances:**

Cities	461,165	366,591		706,475	4,663,326
Counties	441,500	648,430		378,370	7,182,260
Special Districts	76,593	70,340		26,704	643,771
K-12 Schools	731,206	1,116,388		673,236	12,235,010
Community Colleges	126,330	185,541		108,267	2,055,128
County Office of Education	65,742	96,558		56,343	1,069,519

Total ERAF (Please break out the ERAF amounts into the following categories if this information is readily available):

- ERAF - K-12
- ERAF - Community Colleges
- ERAF - County Offices of Education

**Total Distributed Remittances (Total Remittances Must Equal the Total Distributed Remittances)**

Total Remittance Distributions to K-14 Schools:	<b>1,902,537</b>	<b>2,483,849</b>	<b>-</b>	<b>1,949,395</b>	<b>27,849,014</b>
Percentage of Remittance Distributions to K-14 Schools	923,279	1,398,488	-	837,846	15,359,656
	48.5%	56.3%		43.0%	55.2%

**Comments (Optional):**

- Menlo Park - We received written notice from the SA stating that \$761,713 out of the \$5,500,000 with the DOF. It is our understanding the SA met with DOF on this matter and was still denied.
- Millbrae - The SA has not filed a DDR. This information was confirmed with Zach Stacy.
- Redwood City - The SA turned over \$1,902,537 out of \$10,272,916 to the County.
- San Mateo - The SA advised us in writing that \$555,314 out of the \$1,949,395 the DOF de We understand that the SA met with the DOF and was still denied their request.
- San Carlos - Pursuant to the DOF Determination Letter dated 12/13/12, no funds were due
- Positive amounts reported in this row, represents interest.

Estimated Funding from Local Public and Philanthropic Sources to Develop the Current "Pipeline" of Affordable Housing Developments in San Mateo County

Jurisdiction	Development Site	By	For	Type	Stage	(est.) ETA Yr	(est.) Homes	(est.) Cost/Unit (\$K)	(est.) Total Dev. Cost (\$M)	Local Public & Philanthropic 30% to 50% of TDC (est.)
San Carlos	Transit Village			NC	4-Pre-Dev. 4-Pre-Dev.		40 40	\$300	\$12 \$12	\$4 \$6
Daly City	Mission St. family apts.	MidPen	Family (L, VLI, ELI)	NC	3-Feasibility		52	\$500	\$26	
Daly City	Brunswick St. family apts	Eden	Family (L, VLI, ELI)	NC	3-Feasibility		125	\$400	\$50	
Foster City	"1.5-Acre" site: senior apts.	MidPen	Family (L, VLI, ELI)	NC	3-Feasibility		66	\$364	\$24	
Menlo Park	Veterans Campus project	CORE	Homeless Veterans	NC	3-Feasibility		60	\$250	\$15	
Pacifica	Ocean View Apts.		Senior	R	3-Feasibility		100	\$20	\$2	
					3-Feasibility		403		\$117	\$35 \$58
East Palo Alto	Across from Nugent Square		Family (L, VLI, ELI)	NC	2-Conceptual	For Conceptual Stage projects, many important variables are still being studied, including for example: the number of homes, the development cost per home, the intended residents (families? Seniors? Level or income?), and therefore the funding gap between Total Development Cost and the amount of debt and operating cost that can be paid for from residents' rents. The development proposals in Conceptual Stage are projected to include 500 to 1,000 new homes.				
East Palo Alto	Opportunity Center		Homeless	NC	2-Conceptual					
Millbrae	BART parking lot			NC	2-Conceptual					
Millbrae	El Camino Real Site 1			NC	2-Conceptual					
Millbrae	Wendy's Site		Homeless	NC	2-Conceptual					
Redwood City	Maple Street			R	2-Conceptual					
Redwood City	Bradford Street			NC	2-Conceptual					
Redwood City	Senior apts.			NC	2-Conceptual					
San Bruno	Budget Motel	AMCAL		NC	2-Conceptual					
San Bruno	Cinema			NC	2-Conceptual					
San Carlos	Wheeler Plaza			NC	2-Conceptual					
San Carlos	Cherry Street (HIP)			NC	2-Conceptual					
San Mateo	Bay Meadows II			NC	2-Conceptual					
South San Francisco	El Camino Real site			NC	2-Conceptual					
South San Francisco	Downtown site			NC	2-Conceptual					
					2-Conceptual		~750		~\$250	~\$75 ~\$125
Brisbane	Baylands	Paragon	TBD	NC	1-Area Planning					
Burlingame	North City on El Camino Real		TBD	NC	1-Area Planning					
Burlingame	Downtown at parking sites		TBD	NC	1-Area Planning					
Daly City	BART Parking Lot		TBD	NC	1-Area Planning					
San Bruno	Near new Caltrain Station		TBD	NC	1-Area Planning					
					1-Area Planning		~200		~\$60	~\$20 ~\$30

Compiled by Department of Housing (3/29/13) in consultation with cities. NC=New Construction; R=Rehabilitation and/or Refinance





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



**Date:** March 26, 2013

**Board Meeting Date:** April 9, 2013

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** John L. Maltbie, County Manager

**Subject:** County Manager's Report #3

**RECOMMENDATION:**

Accept this update on the 2013 State Legislative Session

**BACKGROUND:**

A total of 2,399 bills have been introduced in the first year of the two-year 2013-14 Legislative Session (1,508 in the Assembly and 891 in the Senate). In addition to the major policy issues being discussed as part of the Proposed FY 2013-14 State Budget, the State Legislature is debating legislation in the following areas:

- **Special Session on Health Care Reform Implementation**—On January 13, 2013, the Governor called a Special Session on Health Care Reform to fast-track policy required for the implementation of the federal Affordable Care Act (ACA). The policy changes sought include, changes to the health insurance market, expansion to Medi-Cal both for the mandatory and optional expansion and the establishment of a Basic Health Program, or "Bridge Program," between Medi-Cal and the Exchange. It is expected that the bills could reach the Governor's desk as by the end of April
- **Vote Thresholds for Locally Approved Taxes**—Various Constitutional Amendments have been introduced which would seek to lower the local vote threshold for approval of tax measures from 2/3 to 55 percent. Constitutional amendments must be approved by a 2/3 vote of the Legislature, which the Democrats currently hold. Proposals include: SCA 3 (Leno) on school parcel taxes; SCA 4 (Liu) on transportation project taxes; SCA 7 (Wolk) on library facilities bonds; SCA 8 (Corbett) on transportation project taxes; SCA 9 (Corbett) on on economic development taxes; SCA 11 (Hancock) on special taxes; ACA 3 (Campos) on bonds for funding of supplemental public safety facilities, equipment and/or services; and ACA 8 (Blumenfield) on public safety improvements, facilities and buildings.

- **California Environmental Quality Act (CEQA)**—Reform of CEQA has gained considerable attention this year. Senate Pro Tem, Darrell Steinberg, who has led the reform effort, has put together a working group of experienced CEQA attorneys to outline potential legislative proposals. His proposal Senate Bill 731 (currently in spot bill form) will serve as the main vehicle for CEQA reform in the Session. In addition, Senator Jerry Hill was recently named the Chair of the Senate Environmental Quality Committee replacing Michael Rubio of Kern County. A total of 19 CEQA-related bills have been introduced this session that range in focus from the establishment of CEQA compliance courts to increased noticing requirements for counties. Staff is currently reviewing these bills to determine County position recommendations.
- **Proposition 39—Energy Efficiency**—In his FY 13-14 Proposed State Budget, the Governor proposed to allocate all funds earmarked for energy efficiency project, half of the total Prop. 39 revenues this year, or \$450 million, to schools on a per-student basis. Several bills have been introduced dealing with the allocation of Prop. 39 funds, including Assembly Bill 39 by Assembly Member Skinner and Speaker Pérez. This bill would require the California Energy Commission to distribute funds via a grant program and would put in place certain criteria to be used to prioritize projects from public schools, school districts, public colleges and universities, and other public buildings and facilities. Staff is currently reviewing the bill to determine a County position.
- **Public Safety Realignment**—A total of 25 bills have been introduced that seek to make changes to 2011 Public Safety Realignment. While the vast majority of the bills seek to limit the types of crimes that can be served locally (mandating a state prison term, instead), others are focused on further refining the implementation of AB 109 locally. Among the most notable bills this session are Senate Bill 144 (Cannella) that would reopen the AB 109 allocation formulas; Senate Bill 199 (De León) that would change the composition of the Community Corrections Partnership; and AB 1050 (Dickinson) that would require the Board of State and Community Corrections to work with stakeholders to develop definitions for key public safety realignment terms, including “recidivism,” and “average daily population.” The bills are currently being reviewed by staff to determine if County action should be taken.
- **Redevelopment Dissolution/Resurrection**—A number of RDA-related bills have been introduced this session. Assembly Bill 564 (Mullin) would limit the Department of Finance’s ability to modify or reverse any enforceable obligations after the effective date of the oversight board’s approval and Assembly Bill 229 (Pérez) would expand the use of infrastructure financing districts.

## **DISCUSSION:**

In the 2013 Legislative Session, the County is sponsoring and/or co-sponsoring the following bills:

1. **Senate Bill 636 (Hill)**—Would repeal language included the RDA budget trailer (AB 1484, Assembly Budget Committee, 2012) that limits the flow of property tax revenues owed to “Excess ERAF” Counties (i.e., San Mateo, Napa and Marin) as a result of RDA dissolution. This bill is a reintroduction of Senate Bill 1030

(Senate Budget Committee, 2012) which the Governor vetoed last year citing unknown state costs. The County is co-sponsoring the bill with the Counties of Marin and Napa. The bill is set for its first policy committee hearing on April 3, 2013.

2. **Assembly Bill 260 (Gordon)**—Would delete the sunset date for individualized child care plans for the Counties of San Mateo and San Francisco. These have allowed the counties to maximize child care subsidies at time when high cost counties were losing critical child care providers. The County is co-sponsoring this bill with the County/City of San Francisco. It is expected that the bill will be heard in its first policy committee hearing sometime in late-April.

In addition, the County Manager's Office (CMO) is actively engaged in advancing the County's interest in:

- **VLF/Insufficient ERAF**—The proposed FY 2013-14 State Budget includes \$1.8 million in State General Fund revenues owed to San Mateo and Amador Counties to fully fund its Vehicle License Fee swap amounts for FY 2011-12. Approximately, \$292,000 of the total amount is owed to San Mateo County. Assembly Member Mullin, a member of both the Assembly Budget and Budget Subcommittee No. 4 on State Administration, has been extremely helpful to the County in pressing the Administration to commit to ensuring to make the counties whole on a permanent basis. Staff and the County's advocates continue to seek a permanent legislative solution to the problem.
- **Senate Bill 1022 Adult Local Criminal Justice Facilities Construction Program RFP Process**—In collaboration with the Sheriff's Office, the CMO, County Counsel and County's advocates continue to work with staff from the Board of State and Community Corrections and the Department of Finance to ensure that the revised SB 1022 Program RFP includes language that would allow the County to be reimbursed for expenses already incurred in connection to the design and construction of the new jail and give funding preference to counties that are truly "shovel ready" under the current rating factors and maximum points allowed. A delegation of County executives, led by Supervisor Tissier, met with the Governor's staff on March 8 to discuss the County's concerns.
- **Health Care Reform Implementation**—As a member of the California State Association of Counties (CSAC) Board of Directors, Supervisor Carole Groom participated in a series of meetings to refine counties' position on implementation of the ACA and adopt a statewide set of principles. On March 28, the CSAC Board of Directors approved a set of principles regarding the implementation of the ACA and the Act's provision for an optional Medicaid expansion in California. Chief among the principles is the counties' position that the optional expansion must occur on January 1, 2014; that implementation must be achieved through a state-based approach; that counties must retain enough funding to continue to provide public health mandates and services to the uninsured; and opposing a programmatic realignment unrelated to 1991 indigent health realignment savings. CMO and Health System staff has also engaged in discussions led by the Urban Counties Caucus to develop a position for the urban counties on the ACA

expansion. The UCC position also included a request to the Governor for implementation of the ACA by January 1, 2014, support for the optional expansion; opposition to the Administration's proposed programmatic realignment; and request for a delay until 2017 of any financing discussions with urban counties.

The attached *2013-14 Legislative Bulletin* provides your Board with a summary of the bills that staff have reviewed and taken action on to-date. The CMO continues to work with all County departments, boards and commissions and state associations to vet additional legislative proposals. As the 2013 Legislative Session progresses, future County Manager Reports will advise your Board on County positions on legislation of importance to County finances, services and programs.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2012-13 Actual</b>	<b>FY 2013-14 Projected</b>
Federal/State Measures analyzed and acted on	57	100

**FISCAL IMPACT:**

Unknown.



(\*Indicates that a position letter has been sent on behalf of the Board of Supervisors)

### County Sponsored or Priority State Legislation

Bill Number & Author	Description	Position	Status
SB 636 (Hill)	Redevelopment Property Tax Trust Fund allocations: excess Educational Revenue Augmentation Fund moneys <ul style="list-style-type: none"> <li>Modifies existing RDA dissolution law by deleting provisions that disallow counties from receiving excess ERAF following the dissolution of RDAs.</li> </ul>	Co-Sponsor*	S–Governance & Finance 4/3/13 Hearing
AB 260 (Gordon)	Individualized county child care subsidy plans <ul style="list-style-type: none"> <li>Permanently extends San Mateo and San Francisco Counties’ individualized child care subsidy plans, which allow them to make maximize child care subsidies.</li> </ul>	Co-Sponsor*	A–Human Services 4/2/13 Hearing re-scheduled

### Environment

Bill Number & Author	Description	Position	Status
SB 731 (Steinberg)	Environment: California Environmental Quality Act and sustainable communities strategy <ul style="list-style-type: none"> <li>This is a spot bill currently that will serve as the main vehicle for CEQA reform this session.</li> </ul>	Watch	S–Rules
SB 405 (Padilla)	Solid waste: single-use carryout bags <ul style="list-style-type: none"> <li>Would change existing law regarding the provision of single-use carryout bags to customer and extend these prohibitions to convenience food stores, foodmarts and other specified stores.</li> </ul>	Support if amended	S–Environmental Quality
AB 39 (Skinner & Pérez)	Proposition 39: implementation <ul style="list-style-type: none"> <li>Would require the California Energy Commission (CEC) to distribute the funds via a grant program and would put in place certain criteria to be used to prioritize projects from public schools, and other public buildings.</li> </ul>	Support	A–Natural Resources
AB 416 (Gordon)	State Air Resources Board: Local Emission Reduction Program <ul style="list-style-type: none"> <li>Would establish a competitive grant program for purposes of providing grants to public agencies, including counties, for projects that develop and implement greenhouse gas emission reductions at the local level.</li> </ul>	Support	A–Natural Resources
AB 967 (Hueso)	Substandard housing: regulations <ul style="list-style-type: none"> <li>Would expand the legal authority of local code</li> </ul>	Support*	A–Housing & Community

Prepared by the Intergovernmental and Public Affairs Department  
 Mary McMillan, Deputy County Manager, (650) 363-4129  
 Connie Juárez-Diroll, Legislative Coordinator, (650) 599-1341

Updated: April 1, 2013

	enforcement officers to identify and abate pests/vermin when a health officer is not available.		Development
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### Health & Health Care Reform

Bill Number & Author	Description	Position	Status
SB 191 (Padilla)	Emergency medical services <ul style="list-style-type: none"> <li>Would authorize counties to continue to collect funds for local emergency medical services, including pediatric trauma care.</li> </ul>	Under review	S–Health
AB 1054 (Chesbro)	Mental health: skilled nursing facility: reimbursement rate <ul style="list-style-type: none"> <li>Repeals current law requiring counties to provide a 4.7% annual increase to the reimbursement rates of institutions for mental disease licensed as skilled nursing facilities.</li> </ul>	Support	A–Health Committee
AB 678 (Gordon)	Health care districts: community health needs assessment <ul style="list-style-type: none"> <li>Requires that health care districts conduct an assessment every 5 years of the community’s health needs and provides opportunities for public input.</li> </ul>	Under review	A–Local Government

### Human Services

Bill Number & Author	Description	Position	Status
SB 115 (Hill)	Parent and child relationship <ul style="list-style-type: none"> <li>Amends provisions of the Uniform Parentage Act so that a sperm donor may bring an action at any time for the purpose of determining the existence or nonexistence of the father and child relationship.</li> </ul>	Under review	S–Judiciary
SB 283 (Hancock)	CalWORKS and CalFresh eligibility <ul style="list-style-type: none"> <li>Allows persons previously convicted of a drug felony who meet other eligibility rules to receive basic needs services, employment training and work supports through CalWORKS and CalFresh programs.</li> </ul>	Support*	S–Human Services
AB 5 (Ammiano)	Homelessness <ul style="list-style-type: none"> <li>Enacts the Homeless Person’s Bill of Rights and Fairness Act which would provide that no person’s rights, privileges, or access to public services may be denied because they are homeless, is low income, or suffers from mental illness or physical disability.</li> </ul>	Watch	A–Judiciary
AB 197 (Stone)	CalWORKs eligibility: asset limits: vehicles <ul style="list-style-type: none"> <li>Repels the vehicle asset limit for one car for CalWORKS applicants and recipients.</li> </ul>	Support*	A–Human Services
AB 790 (Gomez)	Child abuse: reporting <ul style="list-style-type: none"> <li>Would require mandated reporters of child abuse to make individual reports of abuse or neglect.</li> </ul>	Support	A–Public Safety

## Judiciary/Public Safety

Bill Number & Author	Description	Position	Status
SB 378 (Block)	Evidence: admissibility: electronically digitized versions <ul style="list-style-type: none"> <li>Would make admissible digitized copies of prior convictions in civil and criminal proceedings.</li> </ul>	Under review	S–Public Safety
SB 475 (Leno)	Agricultural District 1-A: firearm sales at the Cow Palace Requires the approval of both the San Mateo and San Francisco Counties Board of Supervisors to hold firearm or ammunition sales at the Cow Palace.	Support	S–Public Safety

## Local Government

Bill Number & Author	Description	Position	Status
SB 135 (Padilla)	Earthquake early warning system <ul style="list-style-type: none"> <li>Would require the development of a comprehensive statewide earthquake early warning system.</li> </ul>	Support	S–Governmental Organization
AB 185 (Hernandez)	Open and public meetings: televised meetings <ul style="list-style-type: none"> <li>Amends the Brown Act to restrict the use of franchise for payment of televising open and public meetings of the local agency.</li> </ul>	Oppose	A–Local Government
AB 194 (Campos)	Open meetings: protections for public criticism: penalties for violations <ul style="list-style-type: none"> <li>Makes it a misdemeanor for a member of a legislative body, while acting as the chairperson, to prohibit public criticism.</li> </ul>	Oppose	A–Local Government

## Public Safety/Probation/Realignment

Bill Number & Author	Description	Position	Status
SB 144 (Cannella)	2013 Realignment Legislation addressing justice reinvestment <ul style="list-style-type: none"> <li>Establishes a new Realignment Reinvestment Fund in each county. Would direct funds to counties based on realignment caseloads.</li> </ul>	Oppose	S–Public Safety
SB 199 (De Leon)	Probation: community corrections <ul style="list-style-type: none"> <li>Adds rank and file Sheriff/Police and Probation members to the Executive and full Community Corrections Partnership.</li> </ul>	Under review	S–Public Safety
Senate Bill 466 (DeSaulnier)	California Institute for Criminal Justice Policy <ul style="list-style-type: none"> <li>Creates a nonpartisan, research institute focused on analyzing public safety legislation and public policies.</li> </ul>	Under review	S–Public Safety
AB 36 (Dahle)	Probation officer: appointments <ul style="list-style-type: none"> <li>Changes the appointment of the Chief Probation Officer from the Superior Court to the Board of Supervisors.</li> </ul>	Under review	A–Public Safety
AB 1119	Postrelease reentry pilot program	Under review	A–Public Safety

(Hagman)	<ul style="list-style-type: none"> <li>Requires San Mateo County to establish a 3-year postrelease reentry pilot program, using an existing Sacramento area-based parole reentry programs as a model.</li> </ul>		
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### Public Works

Bill Number & Author	Description	Position	Status
AB 935 (Frazier)	San Francisco Bay Area Water Emergency Transportation Authority: terms of board members <ul style="list-style-type: none"> <li>Requires that one of the Governor's appointments to the Bay Area Water Emergency Transportation Authority be from a list of 3 nominees provided by the Contra Costa Transportation Authority and the San Mateo County Transportation Authority.</li> </ul>	Support	A–Local Government

### Tax & Finance

Bill Number & Author	Description	Position	Status
AB 294 (Holden)	Infrastructure financing districts: use of incremental property tax revenue	Under review	A–Local Government
AB 741 (Brown)	Local government finance: tax equity allocation formula: qualifying cities Increases the allocation of property tax revenues under a new Tax Equity Allocation formula.	Oppose	A–Local Government

### Other State Issues

	Description	Position	Status
1.	Public Safety Realignment funding formula	Support	Letter from County Manager sent 2/12/13
2.	Senate Bill 1022 Adult Local Criminal Justice Facilities Construction	Request to modify the RFP	Letters sent from BoS 12/1/12, 3/24/13
3.	Insufficient ERAF, Aid to Local Government–Amador & San Mateo Counties	Support	Letter sent from BoS 3/12/13

# MINUTES

**Board Members**

Dave Pine  
Carole Groom  
Don Horsley  
Warren Slocum  
Adrienne J. Tissier

**County Manager/  
Clerk of the Board**  
John L. Maltbie

**County Counsel**  
John C. Beiers

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The meeting was called to order at 9:03 a.m.

March 26, 2013

## PLEDGE OF ALLEGIANCE

**ROLL CALL – Present: Supervisors Pine, Groom, Horsley, Slocum and Tissier**  
**Absent: None**

## PUBLIC COMMENT

### Speakers recognized by the President:

Martin Fox, Belmont

(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

**Motion: Tissier / Second: Slocum**

(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 action.)

## PRESENTATIONS AND AWARDS

1. Presentation honoring Supervisor Carole Groom upon receiving the California Parks and Recreation Society's Champion of the Community Award (Supervisor Don Horsley)

### Speakers recognized by the President:

Supervisor Don Horsley, Board of Supervisors  
Shelia Canzian, Director, Parks and Recreation, City of San Mateo  
Supervisor Carole Groom, Board of Supervisors, Recipient

2. Presentation of commendations honoring the dental professionals who participated in the 2013 Give Kids a Smile Day (Supervisor Dave Pine)

**Speakers recognized by the President:**

Supervisor Dave Pine, Board of Supervisors  
Dr. Dorothy Vura-Weis, Recipient  
Dr. Anne Marie Silvestri, Recipient  
Dr. Richard Gregory, Recipient

3. Recognition of rapid response for disaster avoidance at the San Mateo Medical Center (Supervisor Adrienne Tissier)

**Speakers recognized by the President:**

Supervisor Adrienne Tissier, Board of Supervisors  
Dr. Susan Ehrlich, Health System

**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.

4. 9:00 a.m.

Acting as the Governing Board of County Service Area No. 7 (La Honda area) and after conducting the public hearing adopt:

- A) An Ordinance (**04652**) amending Sections 4.104.010 and 4.104.020 of Chapter 4.104 of Title 4, of the San Mateo County Ordinance Code, setting the water rates for FYs 2012-13 through 2014-15 for County Service Area No. 7, previously introduced on January 29, 2013 and waiver of reading the Ordinance in its entirety; and
- B) A Resolution (**072416**) authorizing the imposition of water service rates and meter service charges

- 1) Report and recommendation  
2) Close hearing

**Motion: Tissier / Second: Slocum**

- 3) Adopt ordinance

**Motion: Tissier / Second: Groom**

- 4) Adopt resolution

**Motion: Tissier / Second: Groom**

**Ayes: Supervisors Pine, Groom, Horsley, Slocum and Tissier**  
**Noes: None**

**Speakers recognized by the President:**

Jim Porter, Public Works  
Supervisor Don Horsley, Board of Supervisors  
Ann Stillman, Public Works  
Supervisor Carole Groom, Board of Supervisors  
Patricia O'Neal, CSA 7 Customer Advisory Committee  
Heather McAvoy, CSA 7 Customer Advisory Committee  
Lynnette Vega, La Honda  
Terry Adams, CSA 7 Customer Advisory Committee

5. 9:15 a.m.

Acting as the Governing Board of Commissioners of the Housing Authority of the County of San Mateo, conduct a public hearing to consider adopting Resolution 2013-02 **(072417)** approving the Housing Authority of the County of San Mateo FY2014 Moving to Work Annual Plan

- 1) Report and recommendation
- 2) Close hearing

**Motion: Groom / Second: Pine**

- 3) Adopt resolution

**Motion: Groom / Second: Pine**

**Ayes: Supervisors Pine, Groom, Horsley, Slocum and Tissier**  
**Noes: None**

**Speakers recognized by the President:**

William Lowell, Department of Housing

## **REGULAR AGENDA**

### **PROBATION**

6. Director's Report

**Speakers recognized by the President:**

Cal Remington, Interim Chief of Probation  
Supervisor Carole Groom, Board of Supervisors  
Supervisor Dave Pine, Board of Supervisors  
John L. Maltbie, County Manager  
Supervisor Adrienne Tissier, Board of Supervisors  
Jim Saco, County Manager's Office  
Supervisor Don Horsley, Board of Supervisors

## **SHERIFF'S OFFICE**

### 7. Director's Report

#### **Speakers recognized by the President:**

Sheriff Greg Munks, Sheriff's Office

Dianna Sanders, Resource Development Associates (RDA)

Dr. Roberta Chambers, Resource Development Associates (RDA)

Supervisor Carole Groom, Board of Supervisors

Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Dave Pine, Board of Supervisors

Dr. Joan Rosas, San Mateo County Office of Education

Scott Pexton, Behavior Health & Recovery Services

Karen Franconi, The Service League of San Mateo County

Caroline Bracco, San Mateo County Law Library

Martin Fox, Belmont

Diane Prosser, Jail Planning Advisory Committee

Deborah Torres, Human Services Agency – Service Connect

## **COUNTY MANAGER**

### 8. Accept Measure A Plan

#### **Speakers recognized by the President:**

John L. Maltbie, County Manager

Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Dave Pine, Board of Supervisors

Martin Fox, Belmont

## **BOARD OF SUPERVISORS**

### 9. Board Members' Reports

**Supervisor Pine gave an update on process improvements by the Health System with Revenue Cycle / improving our Incident Reporting & Mistake Proofing their services.**

**Supervisor Slocum requested the County Manager report back on whether or not CSA 8 (North Fair Oaks) customers are being charged for inquiries (phone calls or emails).**

**Supervisor Tissier announced a summit on violence “Beyond Newtown: How to Ensure Safe Schools and Communities” will take place on Monday, April 29, 2013 from 8:00 a.m. to 2:00 p.m. at the Oracle Conference Center. The summit is co-sponsored with Congresswoman Jackie Speier’s office, Supervisor Horsley’s office, the Sheriff’s Office, and the San Mateo County Office of Education.**

**Supervisor Groom stated she had attended her first South Bay Waste Management Authority (SBWMA) Task Force meeting. Two topics were discussed; the setting of rates and how that works; and the governing structure of a Joint Power Authority (JPA), what that looks like and whether or not they want to consider that type of**

structure for themselves.

## CONSENT AGENDA

All items on the consent agenda are approved by one action 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.

10. Approve the minutes from the meeting of March 12, 2013

### BOARD OF SUPERVISORS

11. Ratification of a resolution **(3419)** honoring David Lea upon being named Farmer of the Year by the San Mateo County Farm Bureau for 2012 (Supervisor Don Horsley)
12. Ratification of a resolution **(3420)** honoring Ed Lea upon being named Farmer of the Year by the San Mateo County Farm Bureau for 2012 (Supervisor Don Horsley)

### COUNTY COUNSEL

13. Resolution **(072418)** authorizing the Burlingame School District to issue and sell Series A Bonds, through a negotiated sale, in an amount not to exceed \$30,000,000, without further action of the County

### COUNTY MANAGER

14. Resolution **(072419)** authorizing and agreeing to exchange of property tax between the County of San Mateo and the City of San Carlos for the proposed annexation of 60 and 68 Loma Road

**John L. Maltbie, County Manager, recused himself.**

15. Approve the revised Board of Supervisors' meeting schedule for calendar year 2013

### GOVERNING BOARDS

16. Acting as the Governing Board of Commissioners of the Housing Authority of the County of San Mateo, adopt Resolution 2013-01 **(072420)** authorizing the write-off of accounts receivable from former tenants totaling \$300,383.80 that has been deemed to be uncollectable

### HEALTH SYSTEM

17. Resolution **(072421)** authorizing an agreement with Raja Balupari doing business as Adroit Technologies, Inc. for the provision of technical support services for Behavioral Health Services and Recovery Services for the term of April 1, 2013 through June 30, 2014, in an amount not to exceed \$201,200

18. Resolution **(072422)** authorizing an agreement with J.S. Hackley Architectural Signage, Inc. for signage fabrication and construction for the term of March 1, 2013 through February 28, 2014, in an amount not to exceed \$160,000
19. Resolution **(072423)** accepting a grant from Sequoia Healthcare District in the amount of \$2,000,000 for FY 2012-13 to assist with the cost of providing care to the uninsured / medically indigent residents of the Sequoia Healthcare District who seek care at San Mateo Medical Center's Fair Oaks Clinics
20. Adoption of an ordinance **(04653)** amending the Master Salary Ordinance, previously introduced on March 12, 2013 and waiver of reading the ordinance in its entirety
21. Introduction of an ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety

**This item was continued to the meeting of April 9, 2013 for adoption.**

## **HOUSING**

22. Resolution **(072424)** authorizing the Director of the Department of Housing to execute an agreement with MP The Farm to provide funding for the Woodlands-Newell Apartments acquisition-rehabilitation project for the term of March 26, 2013 through March 25, 2017, in an amount not to exceed \$2,653,755

## **HUMAN RESOURCES**

23. Adoption of an ordinance **(04654)** amending the salary ordinance to reflect the deletion of four positions, addition of four positions, salary adjustment of two positions, and conversion of eleven positions to appropriate classifications; and accepting the report on the total number of positions in the County, previously introduced on March 12, 2013 and waiver of reading the ordinance in its entirety

## **PLANNING AND BUILDING**

24. A) Resolution authorizing an agreement with Analytical Environmental Services to prepare Draft and Final Environmental Impact Reports for the Ascension Heights Subdivision for the term of April 15, 2013 through April 15, 2014, in an amount not to exceed \$113,075; and
- B) Resolution authorizing a transfer in the amount of \$113,075 from unanticipated revenue to Contract Services (4/5ths vote required)

**This item was pulled from the agenda.**

## **PUBLIC WORKS**

25. Resolution **(072425)** authorizing a maintenance agreement with the City of San Mateo for

Airport Boulevard between Peninsula Avenue and Lang Road

**SHERIFF**

26. Resolution **(072426)** authorizing an agreement with the City of Vallejo for forensic services provided by the Sheriff's Office Forensic Laboratory for the term of July 1, 2012 through June 30, 2015, in a reimbursement amount not to exceed \$248,358

**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**

*County of Los Angeles, et al v. Ana Matosantos, et al.*  
Court of Appeal, Third District, Case No. C065390

**B) Conference with Legal Counsel - Anticipated Litigation**

Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9  
One case

- C)** Initiation of litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9  
One case

**D) Labor Negotiations**

Agency designated representative: Kelly Tuffo  
Employee Organizations: San Mateo County Council of Engineers (SMCCE) and Union of American Physicians and Dentists (UAPD)

**This item was not discussed during closed session.**

**The Board recessed to regular closed session at 11:30 a.m.**

**The Board reconvened the open session at 12:25p.m.**

**County Counsel made the following report: No other reportable action was taken.**

**The meeting was adjourned at 12:25 p.m. in memory of Jim Erickson, Leon Freschet, Edwin Johnson, Marie Victoria Van Iderstine, and Alice Walsh.**





**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Assessor -County Clerk - Recorder



**DATE:** March 15, 2013  
**BOARD MEETING DATE:** April 9, 2013  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Mark Church, Chief Elections Officer & Assessor-County Clerk-Recorder

**SUBJECT:** Election Services for the La Honda-Pescadero Unified School District and Portola Valley Elementary School District Special All-Mail Ballot Elections on Tuesday, May 7, 2013

**RECOMMENDATION:**

Adopt a Resolution authorizing the Chief Elections Officer to render specified election services for the La Honda-Pescadero Unified School District and Portola Valley Elementary School District in conjunction with Special All-Mail Ballot Elections to be held on Tuesday, May 7, 2013.

**BACKGROUND:**

Pursuant to Section 10002 of the Elections Code, the governing body of any city or district may request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the city or district relating to the conduct of an election. Subject to the approval of the Board of Supervisors, these services shall be performed by the Chief Elections Officer.

**DISCUSSION:**

The Governing Board of the La Honda-Pescadero Unified School District issued a resolution calling for a special tax measure to be submitted to voters on May 7, 2013. The Board of Trustees of the Portola Valley School District issued a resolution calling for a special tax measure to be submitted to voters on May 7, 2013. Each District has also requested its election to be conducted by way of an All-Mail Ballot pursuant to Section 4000 of the Elections Code.

The requests of the above-mentioned governing bodies are proper, the County's Chief Elections Officer is agreeable to providing the specified election services as requested. All related costs will be reimbursed by the requesting school districts.

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

Approval of this resolution contributes to the Shared Vision 2025 of a Collaborative Community. Elections are an integral part of our social and civic fiber. The measures offered by the districts afford the voters the decision to help determine the level of funding for their children's schools.

**Performance Measure(s):**

<b>Measure</b>	<b>FY 2010 Actual</b>	<b>FY 2013 Projected</b>
<b>Voter turn out for Portola Valley Elementary School District</b>	<b>49.0%</b>	<b>51%</b>
<b>Voter turn out for La Honda-Pescadero Unified School District</b>	<b>N/A</b>	<b>53%</b>

**FISCAL IMPACT:**

There will be No Net County Cost. All costs for election services will be reimbursed by the La Honda-Pescadero Unified School District and Portola Valley Elementary School District.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE CHIEF ELECTIONS OFFICER TO RENDER SPECIFIED ELECTION SERVICES FOR THE LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT AND PORTOLA VALLEY ELEMENTARY SCHOOL DISTRICT IN CONJUNCTION WITH SPECIAL ALL-MAIL BALLOT ELECTIONS TO BE HELD ON TUESDAY, MAY 7, 2013**

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

**WHEREAS**, the Governing Board of the La Honda-Pescadero Unified School District adopted Resolution No. 12-13-06 giving notice of a special election to be held on May 7, 2013, for the purpose of submitting a qualified special parcel tax measure to District voters and requesting the Board of Supervisors authorize the County's Chief Elections Officer to render specified election services therefor, and a service agreement for such services will be executed with the District; and

**WHEREAS**, the Board of Trustees of the Portola Valley School District adopted Resolution No. 5-2013 giving notice of a special election to be held on May 7, 2013, for the purpose of submitting a special parcel tax measure to District voters and requesting the Board of Supervisors authorize the County's Chief Elections Officer to render specified election services therefor, and a service agreement for such services will be executed with the District; and

**WHEREAS**, each District has requested that its respective May 7, 2013, election

be conducted via an all-mail ballot election pursuant to Section 4000 of the Elections Code; and

**WHEREAS**, the County's Chief Elections Officer is agreeable to providing specified election services as duly requested and enumerated above in conjunction with the special all-mail ballot elections to be held on Tuesday, May 7, 2013; and

**WHEREAS**, absent other arrangements or applicable law, the costs of any school district election shall be borne by the school district holding the election pursuant to Section 5421 of the Education Code; and

**WHEREAS**, in consideration of the services and supplies to be provided by the Chief Elections Officer in conducting said elections, La Honda-Pescadero Unified School District and Portola Valley Elementary School District will each enter into an agreement to reimburse the County for the costs of said services and supplies.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Chief Elections Officer is authorized to render specified election services for the May 7, 2013, special all-mail ballot elections in the La Honda-Pescadero Unified School District and Portola Valley Elementary School District.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office  
Intergovernmental and Public Affairs



**DATE:** March 18, 2013  
**DATE OF HEARING:** April 9, 2013  
**Special Notice** None  
**Vote Required:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Carole Groom, Supervisor 2<sup>nd</sup> District  
Don Horsley, President of the Board

**SUBJECT:** Strengthening the County's Nonprofit Partnership Report Back

**RECOMMENDATION:**

Accept this Report Back on Strengthening the County's Nonprofit Partnership

**BACKGROUND:**

A year ago, the County embarked on a series of facilitated discussions with our nonprofit providers to identify areas to strengthen the partnership. Jeanne Bell, Executive Director of Compass Point, Nonprofit Services, conducted the initial forum. That work resulted in a series of recommendations.

**DISCUSSION:**

**Contracts, Health Insurance and Mapping**

The County identified three priority recommendations: streamlining contracts and direct payment; access to medical coverage; and mapping shared community outcomes. As a result, two additional half-day work sessions were conducted that resulted in the following:

- Multi-year contracts have been adopted by many departments, when funding is multi-year;
- Electronic payments were implemented;
- Mapping of services began last fall, and will continue as our own GIS and data portal grows;
- Explored health care insurance options with the County's insurance broker and multiple providers;
- Developed and ranked the County's community impact outcome measures; and
- Social Solutions, a web-based management tool is being piloted among nonprofit reentry providers, which in turn enables the sharing of outcome and data analysis.

By accepting this report, the County Manager is directed to develop and implement a contracts data base that will enable both departmental and nonprofit providers access.

Already this concept has met with a favorable response from the Director of the County's Information Services Department, recognizing the cost savings that will accrue, as well as increased efficiencies for both departments and for the County's contractors. This would serve to streamline this process for contractors by providing a single-entry point, particularly for nonprofits that have multi-departmental contract documentation requirements. A comprehensive contracts data base with a powerful search engine could enable departments to identify and achieve economies of scale and eliminate redundancies.

This report is consistent with the County's desired outcome of a collaborative community.

The proposal and cost of a comprehensive contracts data base will be brought back to your Board for your consideration.



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



**Date:** March 13, 2013  
**Board Meeting Date:** April 23, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Supervisor Adrienne Tissier  
Supervisor Dave Pine

**Subject:** Appointments to the Commission on the Status of Women

**RECOMMENDATION:**

Recommendation for appointments to the Commission on the Status of Women, terms ending December 31, 2017:

- A) Linda Koelling representing Adult member
- B) Maguerite Machen representing Adult member
- C) Tanisha Hughes representing Adult member
- D) Kristy Koberna representing Adult member
- E) Elsie Gufler representing Adult member
- F) Anisha Weber representing Adult member

**BACKGROUND:**

The Commission is charged with the responsibility of assessing the needs of women, girls and families in the County. Acts as a resource and makes recommendations to the Board of Supervisors annually.

**DISCUSSION:**

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 CONGRATULATING AND COMMENDING

## Anthony J. Clifford

Upon his 30<sup>th</sup> Anniversary with

### First National Bank of Northern California

\*\*\*\*\*

WHEREAS, Anthony J. Clifford began his career with First National Bank of Northern California on February 7, 1983, as a part time teller while attending the University of San Francisco; and

WHEREAS, Anthony J. Clifford's warm and engaging personality made him a natural as a banking consultant to his customers, which eventually led to his full time employment and promotion to Branch Manager; and

WHEREAS, Anthony J. Clifford was promoted from Branch Manager to Branch Administrator where he had responsibility for the oversight and management of all of First National Bank of Northern California's branches; and

WHEREAS, As a natural leader, Tony gained the respect and admiration of the people who worked for him, and in 2002 was promoted to the position of Chief Operating Officer and given a seat on the Board of Directors of First National Bank of California; and

WHEREAS, Tony has become well known in the community through his involvement with various Chambers of Commerce and other civic organizations; and

WHEREAS, Tony has been happily married to Anne for twenty two years and they have three wonderful children, Anthony Jr., Lauren and Colin; and

WHEREAS, Anthony J. Clifford remains a talented leader and valuable member of First National Bank of Northern California's Executive Management Team and has earned the respect of his peers throughout the County of San Mateo over his successful career.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Mateo County congratulates and commends Anthony J. Clifford upon his 30<sup>th</sup> Anniversary with First National Bank of Northern California. The Board hereby expresses its gratitude and extends sincere wishes to Anthony for many more years of health, success and happiness.

Dated: February 28, 2013

SUPERVISORS:

\_\_\_\_\_  
DON HORSLEY, PRESIDENT

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

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

\_\_\_\_\_  
WARREN SLOCUM

\_\_\_\_\_  
ADRIENNE J. TISSIER

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



# RESOLUTION

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 87<sup>th</sup> Anniversary on March 17, 2013;*

*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 87<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 17, 2013*

SUPERVISORS:

\_\_\_\_\_  
*DON HORSLEY, PRESIDENT*

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

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

\_\_\_\_\_  
*WARREN SLOCUM*

\_\_\_\_\_  
*ADRIENNE J. TISSIER*

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



# RESOLUTION

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

## SHEN YUN PERFORMING ARTS

\*\*\*\*\*

*WHEREAS, the Shen Yun Performing Arts 2013 World Tour will be held in San Francisco Bay Area from March 20 to 24, 2013; and*

*WHEREAS, during its World Tour, Shen Yun Performing Arts will present its all-new 2013 production at the San Francisco SHN Orpheum Theatre; and*

*WHEREAS, nearly 100 world-class artists will perform traditional Chinese dance, music, opera and thematic vignettes designed to inspire and educate audiences about authentic Chinese culture; and*

*WHEREAS, Shen Yun Performing Arts is the world's premier classical Chinese dance and music company, and has presented more than 1,000 performances across five continents since its inaugural 2006-2007 season; and*

*WHEREAS, Shen Yun Performing Arts presents the universal values – dignity, compassion, inclusion, courage, loyalty – that are so important and beneficial to modern society; and*

*WHEREAS, Shen Yun Performing Arts touches millions of hearts deeply, provokes the conscience, enlightens wisdom and nourishes souls;*

*NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby recognizes SHEN YUN PERFORMING ARTS for its contributions to the performing arts world and for bringing cultural enrichment to the community.*

*Dated: March 20, 2013*

SUPERVISORS:

\_\_\_\_\_  
*DON HORSLEY, PRESIDENT*

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

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

\_\_\_\_\_  
*WARREN SLOCUM*

\_\_\_\_\_  
*ADRIENNE J. TISSIER*

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





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



**DATE:** March 22, 2013  
**BOARD MEETING DATE:** April 9, 2013  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** John C. Beiers, County Counsel  
**SUBJECT:** Issuance and Sale by the San Carlos School District of General Obligation Bonds

**RECOMMENDATION:**

Adopt a Resolution authorizing the San Carlos School District to issue General Obligation Bonds, in an aggregate principal amount of not to exceed \$15,000,000, entitled "San Carlos School District (San Mateo County, California), General Obligation Bonds, Election of 2012, Series 2013".

**BACKGROUND:**

The voters in the San Carlos School District ("District") approved by more than fifty-five percent of the voters a school bond measure on November 6, 2012, in the maximum aggregate principal amount of \$72,000,000 (the "Bond Measure").

On March 21, 2013, the District's Board of Trustees adopted a resolution authorizing the issuance of "San Carlos School District (San Mateo County, California), General Obligation Bonds, Election of 2012, Series 2013," in an aggregate principal amount not to exceed \$15,000,000, in one or more series to be designated by the District (the "Bonds"), and requesting that the County Board of Supervisors authorize the District to issue and sell the Bonds on its own behalf by negotiated sale. Although the District has the authority to issue up to \$72,000,000 in Bonds, its Board has decided to issue no more than \$15,000,000 in Bonds at this time.

**DISCUSSION:**

Typically, the County issues and sells general obligation bonds on behalf of a school district. For this transaction, the District has adopted a resolution (the District Resolution") requesting that the County authorize the District itself to issue the particular series of bonds, and to sell the bonds through a negotiated sale. California Government Code §§ 53506 et. seq. and Education Code § 15140(b) allow the Board of Supervisors to authorize the District to sell and issue bonds on its own behalf without further action of the Board of Supervisors or officers of the County.

The District is being assisted by Orrick, Herrington & Sutcliffe LLP, as bond counsel, and Stifel, Nicolaus & Company as financial advisor.

Authorizing the District to issue and sell its own bonds will contribute to the Shared Vision 2025 outcome of Collaborative Community by supporting fiscal accountability.

**FISCAL IMPACT:**

These bonds are general obligations of the District, and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the bonds.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE SAN CARLOS SCHOOL DISTRICT TO ISSUE GENERAL OBLIGATION BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$15,000,000, ENTITLED “SAN CARLOS SCHOOL DISTRICT (SAN MATEO COUNTY, CALIFORNIA), GENERAL OBLIGATION BONDS, ELECTION OF 2012, SERIES 2013”**

---

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

**WHEREAS**, an election was duly and regularly held in the San Carlos School District (the “District”) on November 6, 2012, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting a bond measure (Measure H) to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$72,000,000 (the “Bonds”), and more than 55% of the votes cast were in favor of the issuance of the Bonds; and

**WHEREAS**, Sections 53506 and following of the California Government (the “Government Code”), including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private sale pursuant to Section 15140 and 15146 of the California Education Code (the “Education Code”); and

**WHEREAS**, Section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a school district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, to issue and sell bonds on its own behalf without further action of the board of supervisors or officers of the county; and

**WHEREAS**, the Board of Education of the District, a school district under the jurisdiction of the Superintendent of Schools of the County of San Mateo, adopted on March 21, 2013, a resolution (the “District Resolution”) providing for the issuance of its “San Carlos School District (San Mateo County, California), General Obligation Bonds, Election of 2012, Series 2013,” in an aggregate principal amount not to exceed \$15,000,000, in one or more series to be designated by the District (the “Series 2013 Bonds”) pursuant to Section 53506 and following of the Government Code (in order to take advantage of the longer term to maturity afforded by that statute) and additionally providing for the negotiated sale thereof pursuant to Sections 15140 and 15146 of the Education Code; and

**WHEREAS**, by said Resolution, the District has requested that this Board of Supervisors (the “Board”) of the County of San Mateo (the “County”) authorize the District on its own behalf to issue and sell the Series 2013 Bonds at a negotiated sale, all pursuant to Sections 53506 and

following of the Government Code and Section 15140(b) of the Education Code and subject to the terms set forth in the District Resolution, and has represented and warranted to the Board that it has not received a qualified or negative certification in its most recent interim report;

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:

**Section 1. Recitals.** All of the above recitals are true and correct.

**Section 2. Authorization of District Issuance and Sale.** The Board hereby authorizes the issuance and private negotiated sale of the Series 2013 Bonds by the District on its own behalf, pursuant to the terms set forth in the District Resolution and as authorized by and in full compliance with all applicable laws, including but not limited to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7 of the Government Code, as determined by the District's bond counsel. This authorization shall only apply to the Series 2013 Bonds authorized to be issued by said District Resolution.

**Section 3. Purpose.** The purpose of this action is to permit the District to sell its Series 2013 Bonds in the manner that the District determines is in its best interests and the best interests of its taxpayers, as provided in the District Resolution.

**Section 4. District Responsibilities.** Pursuant to Section 15140(c) of the Education Code, the Board of Education of the District shall transmit the District Resolution and a copy of the final debt service schedule for the Series 2013 Bonds, reflecting the principal amounts and interest rates of such Series 2013 Bonds as determined in the sale thereof, to the Treasurer-Tax Collector of the County (the "County Treasurer") and to the County Controller (the "County Controller"), forthwith after the sale of the Series 2013 Bonds, and in any event no later than the date reasonably requested by such officers, in order to permit the County to establish tax rates and necessary funds or accounts for the Series 2013 Bonds.

**Section 5. County Responsibilities.** (a) The County, including the officers thereof and this Board of Supervisors, assumes no responsibility for any of the proceedings following the adoption of this Resolution which involve or result in the sale and issuance of the Series 2013 Bonds, including but not limited to, any proceedings for the sale and issuance of the Series 2013 Bonds or the validity of the Series 2013 Bonds.

(b) The County shall levy and collect taxes, pay principal and interest on the Series 2013 Bonds when due, and hold the bond proceeds and tax funds for the Series 2013 Bonds that have been duly issued and sold by the District as otherwise required by law.

(c) The County, including the officers and employees thereof and this Board of Supervisors, assumes no responsibility for establishing a tax rate for any new issue of bonds in any year in which the information required by Section 4 hereof to be delivered to the County officers is delivered later than the deadline established by such officers in order to permit compliance with Government Code Section 29100 and following.

(d) Except as otherwise provided by this resolution and by law, neither the County, this Board or any officers, officials or employees of the County shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series

2013 Bonds shall be payable solely from tax proceeds and any other moneys of the District available therefor as set forth in this Section 5.

**Section 6. Delegation to County Treasurer.** The County Treasurer, or his/her designee, is hereby authorized and directed to act on behalf of and with the authority of the County to take any official action and to execute and deliver any certificates, receipts, orders, or other documents required or intended to be signed and delivered by the County, which the County Treasurer deems necessary or advisable, in connection with the issuance and delivery of the Series 2013 Bonds.

**Section 7. Appointment of Paying Agent.** The County Treasurer's appointment of The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, as the initial Paying Agent for the Series 2013 Bonds (the "Paying Agent") is hereby approved and confirmed.

**Section 8. Delivery of Resolution.** The Clerk of the Board of Supervisors is hereby directed to deliver a copy of this Resolution to the Superintendent of the District.

**Section 9. Effective Date:** This resolution shall take effect from and after its adoption.

\* \* \* \* \*

CLERK'S CERTIFICATE

I, \_\_\_\_\_, Deputy Clerk of the Board of Supervisors (the "Board") of the County of San Mateo, do hereby certify that the attached is a full, true and correct copy of a resolution and order duly adopted at a regular meeting of the Board duly and regularly and legally held at the regular meeting place thereof on \_\_\_\_\_, 2013, and duly entered in the minutes of said meeting, of which meeting all the members of the Board had due notice and at which a quorum thereof was present.

An agenda of said meeting was posted at least 72 hours before said meeting at 400 County Center, Redwood City, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I further certify that I have carefully compared the attached copy with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Deputy Clerk of the Board of Supervisors  
County of San Mateo



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



**Date:** April 3, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** John L. Maltbie, County Manager

**Subject:** ATR for a Tenant improvement Allowance and a Broker's Commission related to a lease of One Circle Star Way, San Carlos (Lease No. 5357)

**RECOMMENDATION:**

Adopt a Resolution authorizing an Appropriation Transfer Request (ATR) in the amount of \$3,889,050 from Non-departmental ERAF reserves to Circle Star Plaza.

**BACKGROUND:**

On February 26, 2013, the Board adopted resolution 72388 authorizing the County Manager to execute a lease agreement with Starburst 1, Inc. for One Circle Star Way, a County owned office building in San Carlos. Pursuant the lease, the County will provide a tenant improvement allowance of \$25 per square foot or \$2,589,700.

The broker agreement between the County and Cornish & Carey Commercial Newmark Knight Frank (C&CNKF) C&CNKF, approved by the Board on June 5, 2012 and amended on December 11, 2012, states that upon execution of the lease the County will pay a broker's commission of \$1,299,350. Within 30 days of the lease signing, 50% of the commission will be due and then within 30 days after tenant move-in, the remaining 50% will be paid.

The County and Starburst 1 entered into the lease with Starburst on April 4, 2013.

**DISCUSSION:**

An ATR of \$3,889,050 will be necessary to meet County's obligations associated with the lease and broker agreement.

This action promotes the County's vision of a Livable Community by providing temporary office space for businesses in San Mateo County and generating revenue for the County General Fund.

**FISCAL IMPACT:**

The \$2,589,700 for the tenant improvement allowance and the \$1,299,350 for the broker's commission will be covered by the ATR and will come from non-departmental ERAF reserves. It will take about 18 months to recoup the tenant improvement allowance and broker fees. Once these costs are re-paid, the lease will provide a rental income stream averaging approximately \$250,000 per month or \$3,000,000 per year.

<b>COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST</b>	<b>REQUEST NO.</b> ATR13-026
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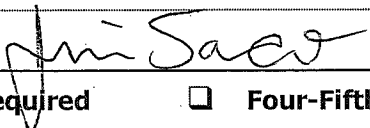
<b>DEPARTMENT</b> COUNTY MANAGER'S OFFICE	<b>DATE</b> 04/09/2013
--	---------------------------

**1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:**

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
<b>FROM</b>	80120	8612	3,889,050	NON DEPARTMENTAL ERAF RESERVES
<b>TO</b>	80115	5857	3,889,050	CIRCLE STAR PLAZA

**Justification (Attach Memo if Necessary)**

Pursuant Lease No. 5357, the County will provide a tenant improvement allowance of \$2,589,700 for One Circle Star Way. The County is also obligated to pay a broker's commission of \$1,299,350. The total transfer amount is \$3,889,050.

<b>DEPARTMENT HEAD</b> 	<b>DATE</b> 4/3/13
--	--------------------

2.  Board Action Required       Four-Fifths Vote Required       Board Action Not Required

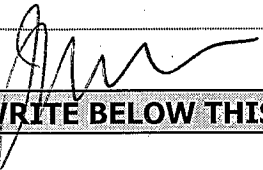
Remarks:



<b>COUNTY CONTROLLER</b>	<b>DATE</b> 4/3/13
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3.  Approve as Requested       Approve as Revised       Disapproved

Remarks:

<b>COUNTY MANAGER</b> 	<b>DATE</b> 4-4-13
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**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 \_\_\_\_\_, 20\_\_\_\_





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
District Attorney



**Date:** March 8, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** 4/5ths

**To:** Honorable Board of Supervisors  
**From:** Stephen M. Wagstaffe, District Attorney  
**Subject:** Appropriation Transfer Request to fund insurance fraud cases

**RECOMMENDATION:**

Adopt a Resolution authorizing an Appropriation Transfer Request in the amount of \$85,154, recognizing and appropriating unanticipated revenues from the Worker's Compensation Insurance Fraud (\$63,280), Auto Insurance Fraud (\$15,185) and Consumer Protection Program (\$6,689) trust funds for the investigation and prosecution of insurance fraud cases.

**BACKGROUND:**

Since 1994, the District Attorney's Office Automobile Insurance Fraud Program and Workers' Compensation Insurance Fraud Program have been funded by grant monies applied for and received from the State of California as administered through the California Department of Insurance. The same has been true of the Life and Annuity Consumer Protection Program, which has been funded since 2011. The Fraud Unit is composed of two full-time and two part-time District Attorney Inspectors, one full-time Deputy District Attorney and one half-time Paralegal. They investigate and prosecute workers' compensation, automobile and life insurance fraud perpetrated in the County of San Mateo.

**DISCUSSION:**

In Fiscal Year 2011-2012, the Fraud Unit of the District Attorney's Office experienced savings in the Worker's Compensation, Automobile Insurance and Life and Annuity Consumer Protection fraud programs in the amounts of \$63,280, \$15,185 and \$6,689 respectively. The California Department of Insurance approved the carry-over of this money to FY 2012-2013 to help cover salaries, benefits, operating expenses and the purchase of equipment. Therefore, the aforementioned funds were transferred to the Workers' Compensation, Automobile Insurance and Life and Annuity Consumer Protection Programs' Trust Funds respectively at the end of FY2011-2012. The District Attorney's Office is seeking an Appropriation Transfer Request (ATR) to properly fund

these programs and be able to effectively investigate and prosecute insurance fraud cases perpetrated in San Mateo County.

Approval of the ATR contributes to the Shared Vision 2025 outcome of a Safe Community by prosecuting perpetrators of fraud and making them accountable for restitution to the victims of insurance fraud.

**FISCAL IMPACT:**

The Appropriation Transfer Request will transfer one-time funds in the amount of \$63,280 from the Workers Compensation Insurance Fraud Program, \$15,185 from the Automobile Insurance Fraud Program, and \$6,689 from the Life and Annuity Consumer Protection Program's state aid to the Workers' Compensation Insurance Fraud Program's (25131) salaries and benefits, services and supplies, other charges, and fixed assets; Automobile Insurance Fraud Program's (25132) salaries and benefits and fixed assets; and Life and Annuity Consumer Protection Program's (25133) salaries and benefits for the investigation and prosecution of insurance fraud cases by the District Attorney's Office. There is no additional Net County Cost associated with this request.

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.  
*ATR 13-025*

DEPARTMENT  
DISTRICT ATTORNEY'S OFFICE

DATE 03/11/13

**1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:**

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
<b>FROM</b>				See ATR Attachment
<b>TO</b>				See ATR Attachment

**Justification (Attach Memo if Necessary)**  
Board Memorandum is attached

*Stephen M. Wozniak*

*March 20, 2013*

DEPARTMENT HEAD

DATE

2.  Board Action Required       Four-Fifths Vote Required       Board Action Not Required

Remarks:

*2/3*

*3/14/13*

COUNTY CONTROLLER

*3/21/13*

DATE

3.  Approve as Requested       Approve as Revised       Disapproved

Remarks:

*[Signature]*

COUNTY MANAGER

DATE *3-28-13*

**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.

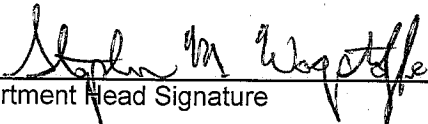
Regularly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Attachment to Appropriation Transfer Request**

**Department: District Attorney's Office**

**Date: 3/11/2013**

	<b>Org</b>	<b>Acct</b>	<b>Amount</b>	<b>Description</b>	
<b>From:</b>	25131	1871	63,280.00	All Other State Aid	
	25132	1871	15,185.00	All Other State Aid	
	25133	1871	6,689.00	All Other State Aid	
			<u>85,154.00</u>		
<b>To:</b>	25131	4111	15,000.00	Regular Hours - Permanent Positions	
	25131	5192	3,000.00	Paper Products	
	25131	5193	1,500.00	General Office Supplies	
	25131	5213	1,500.00	PC/Lan Software	
	25131	5332	3,000.00	Professional Groups and Associations	
	25131	5714	2,680.00	Employee Mileage Reimbursement	
	25131	5721	4,500.00	Meetings & Conference Expense	
	25131	6712	5,000.00	Telephone Service Charges	
	25131	6713	5,000.00	Automation Services - ISD	
	25131	7311	22,100.00	Fixed Assets - Equipment	
	25132	4111	3,285.00	Regular Hours - Permanent Positions	
	25132	7311	11,900.00	Fixed Assets - Equipment	
	25133	4111	6,689.00	Regular Hours - Permanent Positions	
				<u>85,154.00</u>	

  
 \_\_\_\_\_  
 Department Head Signature

March 25, 2013  
 \_\_\_\_\_  
 Date



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Public Works and Parks



**Date:** March 6, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** James C. Porter, Director of Public Works and Parks  
**Subject:** Installation of Additional Streetlights on Seventh Avenue in the Menlo Park Highway Lighting District – North Fair Oaks Area

**RECOMMENDATION:**

Acting as the Governing Board of the Menlo Park Highway Lighting District, adopt a Resolution authorizing the installation of streetlights on Seventh Avenue, in the vicinity of 700, 736 and 766 Seventh Avenue, North Fair Oaks area.

**BACKGROUND:**

Under California Streets and Highways Code sections 19000 et seq, the “Highway Lighting District Act,” the Board of Supervisors serves as the governing board of the Menlo Park Highway Lighting District (District). Section 19160 provides that the governing board of a highway lighting district may consider the installation of additional streetlights if a petition signed by twenty (20) or more taxpayers in the district is filed with the district’s governing body.

The Department has received a petition, signed by 20 taxpayers from within the District, requesting the installation of a total of three additional streetlights on Seventh Avenue (in the vicinity of 700, 736 and 766 Seventh Avenue). Taxpayers within a 300-foot radius or to the end of the block, whichever is longer, were notified of where the proposed streetlights are being considered for installation.

**DISCUSSION:**

We believe there is sufficient evidence for your Board to make the necessary findings as:

a. Taxpayers have expressed concern that additional lighting is needed to improve security in the area; and

b. Other streets within the District have an equivalent density of streetlights as would exist with the addition of these streetlights; and

c. To date we have received no objections from taxpayers that were notified of the proposed additional streetlights.

The proposed streetlights will be installed on existing Pacific Gas and Electric (PG&E) poles near 700, 736 and 766 Seventh Avenue, as shown on Exhibit "A." There are no streetlights in the 700 block of Seventh Avenue.

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

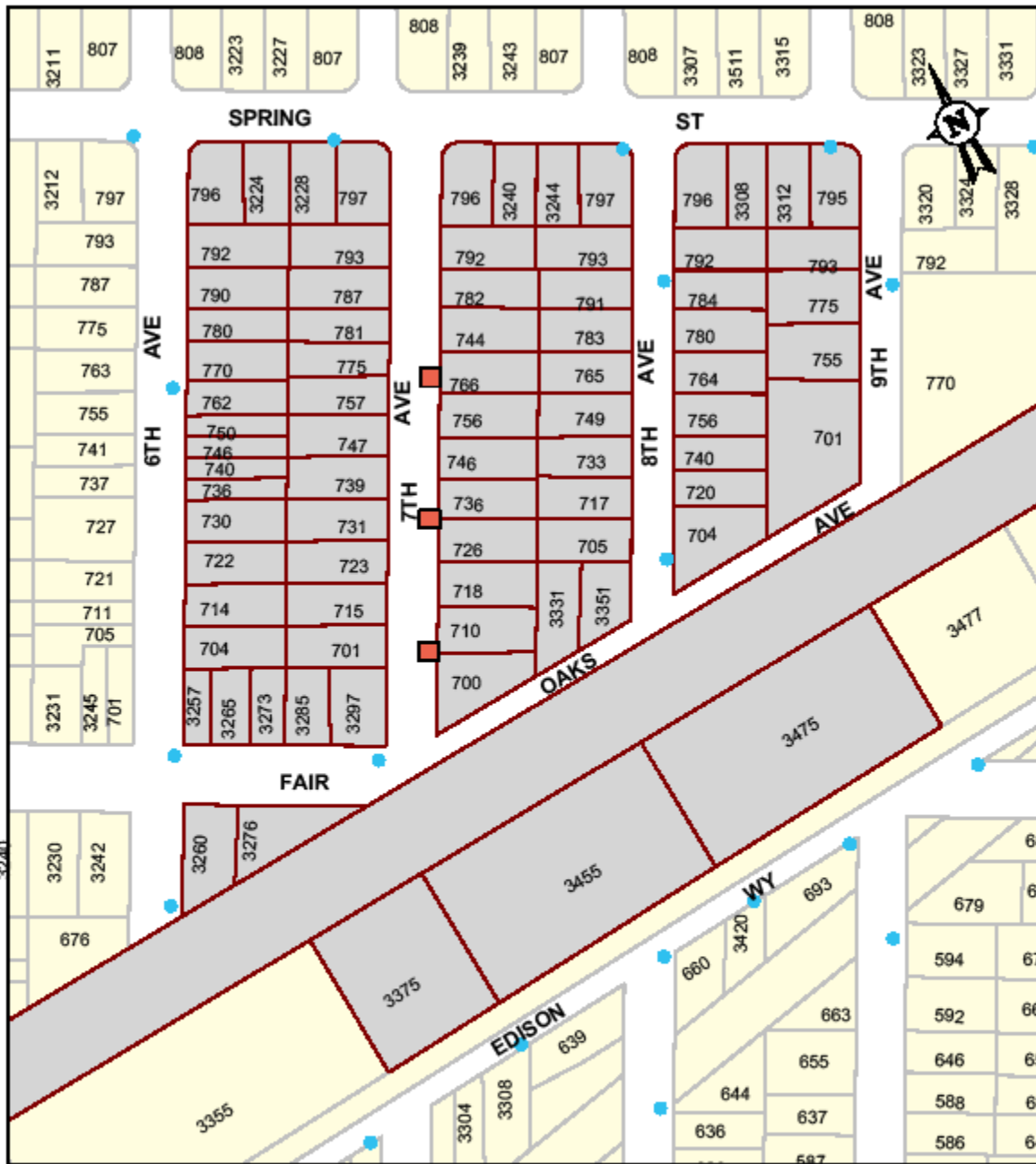
Your Board's authorization of the proposed additional streetlights contributes to the Shared Vision 2025 outcome of a Healthy Community by providing improved lighting to the streets for residents, pedestrians, and motorists.

**FISCAL IMPACT:**

The estimated cost associated with the installation of the three streetlights is \$6,000. The energy cost for three high-pressure sodium vapor streetlights based on PG&E's current rate schedule, is \$13.35 per month. Sufficient District funds are available to pay for the initial cost of the installation and future energy and maintenance costs for these streetlights.

There is no impact to the General Fund.

Attachment: Exhibit A – Vicinity Map



**EXHIBIT A - VICINITY MAP**  
 Proposed Streetlights - Menlo Park  
 Highway Lighting District  
 (700, 736 & 766 7th Avenue)

**Legend**

- Proposed Streetlights
- Existing Streetlights
- Notified of Proposed Streetlights (80 Taxpayers)



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

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
ACTING AS THE GOVERNING BOARD OF THE  
MENLO PARK HIGHWAY LIGHTING DISTRICT**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE INSTALLATION OF STREETLIGHTS IN THE  
VICINITY OF 700, 736 AND 766 SEVENTH AVENUE, NORTH FAIR OAKS AREA**

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, acting as the governing board of the Menlo Park Highway Lighting District (District), that

**WHEREAS**, there has been filed with the District a valid petition signed by 20 taxpayers within the District, requesting the installation of a total of three additional streetlights in the vicinity of 700, 736 and 766 Seventh Avenue in the North Fair Oaks Area; and

**WHEREAS**, Sections 19160 *et seq.* of the California Streets and Highways Code provide that the governing board of a lighting district may make the expense of the installation of additional lights a charge upon the district if the board determines that it will be just and equitable and in the public interest for the additional cost to be paid by the district as a whole; and

**WHEREAS**, the Director of Public Works and Parks has reported that the District has sufficient funds to finance the cost of said lights requested to be installed on Seventh Avenue within the limits of said District; and

**WHEREAS**, this Board finds that the cost of the additional lights is just and equitable and in the public interest.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:

1. This Board finds that it is just and equitable and in the public interest for the additional cost of installing and maintaining three additional streetlights on Seventh Avenue in the North Fair Oaks Area and within the District's boundary, to be paid by the District as a whole; and
2. The installation of three additional streetlights, that the property owners within the District petitioned for, are hereby ordered pursuant to Section 19161 of the California Streets and Highways Code.
3. The cost of installation and maintenance of said streetlights shall be a charge upon the Menlo Park Highway Lighting District.
4. The Director of Public Works and Parks is authorized to notify Pacific Gas and Electric Company that all billings for the additional streetlights within the Menlo Park Highway Lighting District shall be forwarded to the Department of Public Works and Parks for payment.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Public Works and Parks



**Date:** March 8, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** James C. Porter, Director of Public Works and Parks  
**Subject:** Purchase of a Vactor 2100 Plus Combination Sewer Cleaning Truck

**RECOMMENDATION:**

Acting as the Governing Board of the ten County Sewer/Sanitation Districts adopt a Resolution waiving the Request for Proposals process and authorizing the purchasing agent to issue a purchase order for a Vactor 2100 Plus combination sewer cleaning truck, in an amount not to exceed \$470,000.

**BACKGROUND:**

The ten Sewer/Sanitation Districts (Districts) governed by your Board serve approximately 12,000 properties and finance the operation and maintenance of approximately 150 miles of sewer mains as well as the cost of treating the sewage collected by the Districts. Your Board approves sewer service rates and charges annually for each of the Districts. A portion of the sewer rates, beginning with the rates adopted for the FY 2007-08, included an allocation for the acquisition and replacement of equipment used to maintain and repair the sewer systems.

Modern sewer pipe cleaning technology involves equipment that utilizes a combination of high pressure water jetting followed by debris vacuuming. This method of cleaning and type of equipment has become the industry standard in sewer cleaning technology. The Districts do not have a combination sewer cleaning truck and use older technologies to clean the sewer pipes which involve more staff time, are more labor intensive, and are not as effective in removing tree roots, grease, and other debris collected in the pipes. A combination sewer cleaning truck was identified as priority equipment to obtain through previous rate setting processes. Through the annual collection of sewer charges, the Districts have accumulated sufficient funds to purchase a combination sewer cleaning truck.

The Districts, along with other sewer agencies, have been mandated by the State Water Resources Control Board (SWRQB) to decrease sanitary sewer overflows (SSO's). A

combination sewer cleaning truck will not only improve the efficiency in sewer pipe cleaning operations, but will also be very beneficial in reducing the likelihood of SSO's.

**DISCUSSION:**

District staff spends the majority of their time performing preventative maintenance activities such as cleaning sewer pipes to minimize blockages that may otherwise occur. A combination sewer cleaning truck will allow for increased efficiencies and improved cleaning results, which will contribute to decreasing SSO's.

Staff spent a considerable amount of time researching combination sewer cleaning trucks. This research included: interviewing other sewer agencies regarding their equipment and experiences, observing various combination sewer cleaning trucks on the job, participating in vendor demonstrations, researching available options (size of vehicle, size of water tank, size of waste tank, etc.), and analyzing the different types of equipment with the Districts' maintenance requirements.

The Department has selected the Vactor 2100 Plus as the combination sewer cleaning truck to purchase predominately due to the technology of the water pump. The Vactor 2100 Plus utilizes a Jet Rodder water pump, which is the same technology used in a Districts owned Vactor Hydro Flush truck. The Jet Rodder water pump on this truck has outlasted its projected useful life with minimal downtime. The performance of this pump versus the conventional triplex water pump used in all other Hydro Flush trucks and combination sewer cleaning trucks has been realized by the Districts and other sewer agencies. Additionally, this water pump is more fuel efficient than the other pumping systems.

Staff evaluated alternative fuel truck chassis' for the combination sewer cleaning truck and have found that manufacturers currently do not make a compressed natural gas engine with the minimum horsepower required by the combination sewer cleaning truck. Due to the operating method of the combination sewer cleaning truck, hybrid technology does not provide any benefit. The Vactor 2100 Plus provides 34% better fuel efficiency and also uses 10% less water than its predecessor, the Vactor 2100. The Vactor 2100 Plus consists of the items detailed in Attachment A. Owen Equipment Sales is the exclusive vendor for the manufacturer of the Vactor 2100 Plus in the Northern California region which includes San Mateo County.

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

Your Board's approval to waive the competitive bid process and purchase a Vactor 2100 Plus combination sewer cleaning truck contributes to the Shared Vision 2025 outcome of a Healthy Community by providing improved equipment and technology to maintain the Districts' sewer facilities, help prevent sanitary sewer overflows, and provide improved methods for cleaning sanitary sewer overflows that may occur.

**FISCAL IMPACT:**

The total cost of the Vactor 2100 Plus is estimated to not exceed \$470,000, which includes applicable sales or use taxes (approximately \$38,000.00). Sufficient funds have been collected through previous annual sewer service charges for this purchase and funding has been budgeted as a fixed asset in the FY 2012-13 Districts' budgets.

There is no direct impact to the General Fund.

Attachment: Exhibit A

**Exhibit A**

1330West Nursery Road • Linthicum, Maryland 21090

www.mdindustrialtrucks.com

Washington D.C.301.474-0022 • Baltimore 410.636-1255 • Fax 410.63-5734 • Toll Free800.481-5439



**OWEN EQUIPMENT**

**1350 Vinci Ave**

**Sacramento Ca, 95838**

**March 11, 2013**

**San Mateo County Department of Public Works**

**555 County Center, 5th Floor**

**Redwood City, CA 94063**

**Attn: Norm Merrill, Public Works Technician**

Per your request, Owen Equipment and Maryland Industrial Trucks are pleased to submit a GSA quote for a Vactor 2100 Plus, 15 yard, Combination Sewer Cleaner.

MODEL	PLUS PD COMBINATION SEWER CLEANERS	QTY	
16" HG BLOWER MACHINES		1	
2115P-16	PD Blower, 15 Yard Debris Body Capacity, 1300 Gallon Water Capacity/ <u>6X4 Chassis Only</u>	1	\$ 419,968.75

	<b>STANDARDS INCLUDED:</b>	<b>1</b>	
010PSTD	One Aluminum Toolbox (Weather Proof Lockable) 48x22X24 Located Passenger Side on Subframe. (46849MW) Std on 6x4 Models	<b>1</b>	STD
011PSTD	Aluminum Fenders	<b>1</b>	STD
012PSTD	Mud Flaps	<b>1</b>	STD
014PSTD	Electric/Hydraulic Four Way Boom	<b>1</b>	STD
016PSTD	Color Coded Sealed Electrical System	<b>1</b>	STD
018PSTD	Remote Pendant Control With 35' Cord	<b>1</b>	STD
019PSTD	Vansco-Electronic Package: Vactor Includes As Standard-Chassis Tach, Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown, (E-STOP- Turns Off Rodder Pump, Turns Off PTO A And PTO B, Shuts Off Aux Engine (if equipped), Sets Chassis Throttle Back To Idle. Disables Vacuum Opens Vacuum Disable). E-Stop Located @ Front Reel Controls, Rear Reel Controls, Pendant, Wireless Control (if equipped) and At Dump Control Location Machine Functions and Diagnostics (Chassis and Module)	<b>1</b>	STD
020PSTD	Double Acting Dump Hoist Cylinder	<b>1</b>	STD
022PSTD	2" Y-Strainer With 25' Fill Hose	<b>1</b>	STD
025PSTD	Handgun Assy w/35' x 1/2" Hose With Quick Disconnects	<b>1</b>	STD
026PSTD	Ex-Ten Steel Cylindrical Debris Tank	<b>1</b>	STD
030PSTD	Flexible Hose Guide	<b>1</b>	STD
032PSTD	(3) Nozzles with Carbide Inserts with Nozzle Rack (1) 30° Sand, (1) 30° Sanitary, (1) 15° Penetrator	<b>1</b>	STD
045PSTD	Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe	<b>1</b>	STD
046PSTD	1" Nozzle Pipe	<b>1</b>	STD
1001PSTD	Flat Rear Door w/Hydraulic Locks and Door Power Up,	<b>1</b>	STD

	Power Down, Open/Close Feature (NO GRABBER)		
1005PSTD	Dual 10" Stainless Steel Float Shut Off System/Rear Mounted In The Body	1	STD
1016PSTD	SS Microstrainer Prior to Blower	1	STD
1024PSTD	Debris Body Vacuum Relief System	1	STD
1031PSTD	Debris Deflector Plate	1	STD
1032PSTD	48" Dump Height (w/1000 Gallon Capacity)	1	STD
1033PSTD	60" Dump Height (w/1300 & 1500 Gallon Capacities)	1	STD
2022PSTD	Water Sight Gauge D/S & P/S	1	STD
2023PSTD	Liquid Float Level Indicator	1	STD
3008PSTD	Blower Air Shift Controls	1	STD
4000PSTD	180 Degree Rotation Non Telescopic Boom, Front Loading 8" Suction Hose	1	STD
4005PSTD	Boom Transport Cradle	1	STD
5001PSTD	60 GPM Variable Flow Water System	1	STD
5011PSTD	3" Y-Strainer @ Water Pump w/3" Drain Valve	1	STD
5012PSTD	Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps)	1	STD
5014PSTD	Water Relief Valve, 1"	1	STD
5015PSTD	Midship Handgun Coupling	1	STD
5019PSTD	AUXILIARY COOLING PACKAGE FOR CHASSIS ENGINE - System provides additional cooling for the chassis engine, by routing the chassis coolant through a heat exchanger. AVAILABLE ON IH MAXXFORCE ENGINES ONLY	1	STD
5022PSTD	Side Mounted Water Pump	1	STD
6000PSTD	400'x 1" Piranha Sewer Hose 2500 PSI	1	STD
6004PSTD	Hose Wind Guide (Dual Roller)	1	STD

6005PSTD	Hose Footage Counter Located Front Side Of Hose Reel-Mechanical	1	STD
6007PSTD	Hose Reel Manual Hyd Extend/Retract	1	STD
6009PSTD	Hose Reel Chain Cover (Full)	1	STD
6020PSTD	Hydraulic Extending 15" Hose Reel (800'x 1") Capacity	1	STD
7001PSTD	Tachometer - Chassis Engine w/Hourmeter	1	STD
7007PSTD	Tachometer & Hourmeter - Blower	1	STD
8000PSTD	Circuit Breakers	1	STD
8025PSTD	Led Lights, Clearance, <u>Back Up</u> , Stop,Tail & Turn	1	STD
9000PSTD	1+1 Vactor Manual-Partial Manual and CD Version	1	STD
9002PSTD	Tow Hooks, Front And Rear	1	STD
9003PSTD	Electronic Back-Up Alarm	1	STD
P110STD	Module Paint Wet-On-Wet (DuPont)	1	STD
S390ASTD	8" Vacuum Pipe Package	1	STD
S560STD	Emergency Flare Kit	1	STD
S590STD	Fire Extinguisher 5 Lbs.	1	STD
	<b>DEBRIS TANK ACCESSORIES</b>	1	
1003P	DEBRIS BODY FLUSH OUT SYSTEM	1	INCL.
1004P	DEBRIS BODY VACUUM RELIEF SYSTEM WITH DEBRIS BODY LOAD LIMIT ALARM	1	INCL.
1007P	6" BUTTERFLY VALVE/REAR DOOR LOCATED 3:00 POSITION WITH FIXED BASKET SCREEN	1	INCL.
1008PA	6" KNIFE VALVE/REAR DOOR WITH CAMLOC LOCATED 6:00 POSITION	1	INCL.
1009PA	SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER	1	INCL.

1009PD	FULL WIDTH SWINGING PERFORATED DECANT SCREEN (A SCREEN DESIGNED TO COVER VALVES LOCATED AT 6:00 AND 3:00 POSITIONS ON REAR DOOR, AVAILABLE ON SINGLE VALVES ALSO)	1	INCL.
1012P	6" DECANT SYSTEM WITH AIR OPERATED KNIFE VALVE - FORWARD MOUNTED W/SCREEN (THIS MAY BE INSTALLED ON STREETSIDE WITH CERTAIN OPTION CONTENT)	1	INCL.
1015P	FOLDING PIPE RACK/CURBSIDE	1	INCL.
1015PA	FOLDING PIPE RACK/STREET SIDE	1	INCL.
1022P	SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR	1	INCL.
1023P	LUBE MANIFOLD (INCLUDES OPTIONS 1023PA)	1	INCL.
	<b>WATER TANK ACCESSORIES</b>	1	1
2001P	LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM	1	INCL.
2003P	LAVAL WATER SEPARATOR (THIS IS A CENTRIFUGAL WATER SEPARATOR AT WATER TANK FILL)	1	INCL.
2011P	3" Y-STRAINER IN LIEU OF 2" AT WATER TANK FILL	1	INCL.
2017P	1500 GALLON WATER CAPACITY - ADDITIONAL ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT	1	INCL.
	<b>VACUUM SYSTEM ACCESSORIES</b>	1	1
3015PA	ELECTRONIC BLOWER ENGAGEMENT FRONT STATION CONTROL-FOR 3000 AND 4000 SERIES TRANSMISSIONS SERIES ALLISON.	1	INCL.
	<b>BOOM ACCESSORIES</b>	1	1
4014P	5 x 5 TELESCOPIC & EXTENDABLE BOOM (INCLUDES OPTION 4010P)	1	INCL.
4006P	JOYSTICK CONTROL FOR BOOM FUNCTION (1) - FRONT	1	INCL.

4010P	POST TYPE FRONT BUMPER BOOM STORAGE ILO STD (STANDARD WITH 5X5 BOOM OPTION)	1	INCL.
	<b>HIGH PRESSURE WATER PUMP</b>	1	1
5002PA	80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM	1	INCL.
5010P	ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM	1	INCL.
5015P	FRONT AND REAR HANDGUN COUPLERS	1	INCL.
5021P	HYDRO EXCAVATION KIT WITH RETRACTABLE REEL, 50' X 3/8" HOSE, HANDGUN & PLUMBING (MUST HAVE OPTION #5010 ACCUMULATOR ON THE <u>MACHINE</u> )	1	INCL.
	<b>HOSE REEL ACCESSORIES</b>	1	1
	800' X 1" <u>PIRANHA ARMOR BELT SEWER HOSE</u> /2500 PSI (IN LIEU OF STD HOSE) <i>REQUIRES EXTRA CAPACITY REEL</i>	1	INCL.
6004PA	AUTOMATIC HOSE LEVEL WIND GUIDE	1	INCL.
6005PD	DIGITAL HOSE COUNTER/ENGLISH OR METRIC (STD FRONT MECHANICAL HOSE FOOTAGE COUNTER WILL MOVE TO REAR)	1	INCL.
6011P	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY	1	INCL.
6019P	RODDER PUMP DRAIN VALVES (2)	1	INCL.
6020PC	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 800' X 1" AERO-QUIP	1	INCL.
	<b>LIGHTS AND ACCESSORIES</b>	1	1
8002P	HAND LIGHT WITH BUMPER PLUG	1	INCL.
8028P	LED WORK LIGHTS (2) ON ALL BOOMS	2	INCL.
8029PA	LED WORK LIGHT AT OPERATOR STATION (EACH)	1	INCL.
8029PB	LED WORK LIGHT @ HOSE REEL MANHOLE (EACH)	1	INCL.

8029PC	LED WORK LIGHT @ CURB SIDE	1	INCL.
8029PD	LED WORK LIGHT @ STREET SIDE	1	INCL.
9021PB	CAMERA SYSTEM, FRONT, REAR AND BOTH SIDES	1	INCL.
9023PA	SAFETY CONE STORAGE RACK/POST TYPE	2	INCL.
9024P	WATER COOLER STORAGE RACK	1	INCL.
	<b>ALUMINUM TOOLBOXES AND TOOLTRAYS</b>	1	1
<b>Series 9070P</b>	<b>MOUNTED FRONT BUMPER &amp; LONG HANDLE TOOL STORAGE</b> <b>Aluminum Toolboxes</b>	1	1
9070PA	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES	1	INCL.
9070PB	LONG HANDLE TOOL STORAGE - (6) 2.5" PVC STORAGE TUBES LOCATED REAR SUBFRAME AND ON BOOM REST	1	INCL.
<b>Series 9071P</b>	<b><u>BEHIND CAB TOOLBOXES AND TOOL TRAYS</u></b> <b><u>CONTACT THE SALES DEPARTMENT FOR CORRECT CHASSIS LENGTH FOR THESE TOOLBOX AND TRAY SELECTIONS</u></b>	1	1
9071PA	46849NT/17W X 30H X 48D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Back of Cab Toolbox/Passenger Side Access - Exhaust position dependent	1	INCL.
9071PB	46849PT/14W x 8H x 48D TOOLTRAY PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Tray Passenger Side Access	1	INCL.
9071PD	46849PF/17W x 30H x 48D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Box Driver Side Access - Exhaust	1	INCL.

	position dependent		
<b>Series 9072P</b>	<b><u>MOUNTED DRIVER SIDE-CHASSIS FRAME</u></b> <b>Aluminum Toolboxes</b>	1	1
9072PA	46849JF/60W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300 GALLON ONLY Located in Area Between Boom Pedestal to Boom Guard	1	INCL.
9072PB	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area	1	INCL.
<b>Series 9073P</b>	<b><u>MOUNTED PASSENGER SIDE-CHASSIS FRAME</u></b> <b>Aluminum Toolboxes</b>	1	1
9073PA	46849MG/30W x 18H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Available When Both Handgun and HXX Reels Are Omitted.	1	INCL.
	<b>PAINT</b>	1	1
P112	MODULE - IMRON (PRIMER BASE)	1	INCL.
***	<b>ENTER COLOR AND PAINT CODE</b>	white	INCL.
<b>ITEM #</b>	<b>SPECIAL OPTIONS/INSERT DESCRIPTIONS</b>	1	INCL.
	owen Whelen LED light	1	INCL.
	collins lights up grade	1	INCL.
		1	INCL.
	Max tool Boxes	1	INCL.

	<b>SPARE PARTS/ACCESSORIES</b>	1	INCL.
S200	Additional 1" Leader Hose / Per Foot Cost	20	INCL.
S380	8" x 5' Aluminum Pipe Assy	6	INCL.
S410	8" Quick Clamp Assy	6	INCL.
<b>CHASSIS</b>		1	INCL.
<b>ITEM #</b>	<a href="#">PSFT410A-2013.0</a>	1	INCL.
<b>MAKE</b>	Freightliner	1	INCL.
<b>MODEL</b>	114 SB	1	INCL.
		1	

**GSA Price.....\$ 419,968.75**

**\*THIS QUOTE DOES NOT INCLUDE ANY TAXES OR REGISTRATION FEES. IF YOUR STATE REQUIRES TAXES ADDED TO THIS SALE, YOU ARE RESPONSIBLE FOR COMPUTING AND REMITTING THOSE TAXES TO THE APPROPRIATE PERSON\***

Estimated delivery is 270 days after receipt of order.

Price in quote includes delivery, dealers Pre-delivery Inspection and Training.

We appreciate the opportunity to quote you on your equipment requirements. If you have any questions regarding this quote or its contents, please do not hesitate to call or write.

Sincerely,



Tom Rockstroh

Phone # 410-636-1255

GSA Contract Administrator

GS-30F-1012H

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

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
ACTING AS THE GOVERNING BOARD OF THE TEN COUNTY  
SEWER/SANITATION DISTRICTS

\* \* \* \* \*

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND  
AUTHORIZING THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER FOR A  
VACTOR 2100 PLUS COMBINATION SEWER CLEANING TRUCK, IN AN AMOUNT  
NOT TO EXCEED \$470,000

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, acting as the Governing Board of the ten County Sewer/Sanitation Districts (Districts), that

**WHEREAS**, this Board has approved sewer service rates and charges annually for each of the Districts; and

**WHEREAS**, beginning with the sewer rates adopted for the FY 2007-08, a portion of the sewer rates included an allocation for the acquisition and replacement of equipment used to maintain and repair the Districts' sewer systems; and

**WHEREAS**, through the annual collection of sewer charges, the Districts have collected sufficient funds to purchase a combination sewer cleaning truck; and

**WHEREAS**, the Department has recommended the purchase of a combination sewer cleaning truck (Vactor 2100 Plus) from Owen Equipment Sales in the amount not to exceed \$470,000, including any applicable sales or use taxes, and

**WHEREAS**, San Mateo County Ordinance Code section 2.83.050 states: "The Board of Supervisors may waive any provisions of this chapter which require

competitive bidding in any situation where the Board of Supervisors determines that the best interests of the County would be served without the necessity of competitive bidding;" and

**WHEREAS**, it is in the best interest of the County to waive the competitive bidding process because the Vactor 2100 Plus utilizes specific water pump technology that is preferred by the District, the equipment specifications are compatible with the Districts' maintenance operations and sewer system requirements, based on the Districts' research of combination sewer cleaning trucks this piece of equipment is preferred, and Owen Equipment Sales is the exclusive vendor for the manufacturer of the Vactor 2100 Plus in the Northern California region which includes San Mateo County. The Vactor 2100 Plus has also been re-designed making it quieter, safer, easier to use, and more energy efficient.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:

1. That the Board of Supervisors determines that the best interests of the County would be served without the necessity to waive the Request for Proposals process for the purchase of the combination sewer cleaning truck from Owen Equipment Sales and the competitive bidding process is hereby waived; and
2. The purchasing agent is authorized to issue a purchase order to Owen Equipment Sales for the purchase of a Vactor 2100 Plus combination sewer cleaning truck in an amount not to exceed \$470,000.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** March 8, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
SaraT L. Mayer, Director, Public Health, Policy and Planning

**Subject:** Amendment to the Agreement with PetData, Inc. for Animal Licensing Services

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the agreement with PetData, Inc. to provide animal licensing services, increasing the amount by \$60,000 to an amount not to exceed \$873,000.

**BACKGROUND:**

As a result of the Request for Proposals (RFP) process in December 2007, PetData, Inc. was selected to provide animal licensing services for the County. This selection resulted in an annual savings to the shared cost to the cities and County of approximately \$150,000 per year.

In December 2010 the agreement was amended to increase the amount by \$333,000 and extend the term through June 30, 2013.

PetData, Inc. continues to offer a fast and efficient licensing turnaround time, utilizing vaccination data to locate previously unlicensed animals, developing methods to increase veterinarian participation, and participating in community outreach and education, all with the goal of increasing animal licensing and rabies vaccination compliance in the County. PetData, Inc. offers a dedicated San Mateo County customer service hotline for the public, and an increasingly popular option to pay for a license online. While under contract with PetData, Inc., there has been an increase in licensing compliance between 2007 to 2012 of approximately 28%.

The Animal Licensing Program is fully funded by revenues collected through animal licensing.

**DISCUSSION:**

As a result of additional community outreach efforts, animal licensing revenue and compliance have continued to increase. The Contractor is paid a fee for each license issued. Therefore, these efforts have resulted in an increase in the payment due to PetData, Inc.

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 protecting the public through licensing efforts. Proper animal licensing is essential to ensure compliance with rabies vaccinations which reduces the potential of a rabies outbreak. Due to increased community outreach efforts it is anticipated that 37,000 licenses will be issued in FY 2012-13.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Number of animal licenses issued	33,209	37,000

**FISCAL IMPACT:**

The term of the agreement is January 1, 2008 through June 30, 2013. The agreement is increased by \$60,000 for an amount not to exceed \$873,000, of which \$180,000 is included in the Public Health FY 2012-13 Adopted Budget. The increased payment to the Contractor is offset by additional collected revenue. The revenue from Animal Licensing partially offsets the cost of Animal Control. The balance of the cost for Animal Control is borne by the cities and by the County, with the County's portion not to exceed 4.06%.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH  
PETDATA, INC. TO PROVIDE ANIMAL LICENSING SERVICES, INCREASING THE  
AMOUNT BY \$60,000 TO AN AMOUNT NOT TO EXCEED \$873,000**

---

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

**WHEREAS**, on December 18, 2007, the Board approved an agreement with PetData, Inc. for the term of January 1, 2008 through December 31, 2010, for an amount not to exceed \$480,000 to provide animal licensing services; and

**WHEREAS**, on December 14, 2010, the agreement was amended to increase the amount by \$333,000 for an amount not to exceed \$813,000, and to extend the term through June 30, 2013; and

**WHEREAS**, PetData, Inc. is paid a fee for each license issued and due to aggressive community outreach efforts, compliance has risen resulting in an increase in the payment due PetData, Inc.; and

**WHEREAS**, both parties wish to amend the agreement with PetData Inc. for animal licensing services, to increase the amount by \$60,000 to an amount not to exceed \$873,000.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors is hereby authorized and directed to execute said amendment for and on behalf of the County of San Mateo, and the Clerk of this Board

shall attest the President's signature thereto.

\* \* \* \* \*

**AMENDMENT TWO TO THE AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND PETDATA, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and "PetData, Inc.", hereinafter called "Contractor";

WITNESSETH:

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 on December 18, 2007, for an amount not to exceed by \$480,000 for the purpose of animal licensing services for the term of January 1, 2008 through December 31, 2010; and

WHEREAS, the Agreement was amended on December 14, 2010, to increase the amount by \$333,000 for an amount not to exceed \$813,000, and extend the term through June 30, 2013; and

WHEREAS, the parties wish to amend the Agreement to increase amount by \$60,000 for an amount not to exceed \$873,000.

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

**1) Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

**3. Payments**

In full 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 EIGHT HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$873,000).

**2) All other terms and conditions of the agreement dated December 18, 2007 and the amendment dated December 14, 2010 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

PETDATA, INC.

Christopher A. Ruiz  
Contractor's Signature

Date: March 5, 2013

Long Form Agreement/Non Business Associate v 6/28/06

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	PetData, Inc.	Phone:	214-821-3100
Contact Person:	Christopher Richey	Fax:	214-821-3106
Address:	1850 Crown Dr, Ste 1110 Farmers Branch, TX 75234		

**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.**

Christopher A. Richey  
Signature

Christopher A. Richey  
Name

March 5, 2013  
Date

President  
Title





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** March 21, 2013  
**Board Meeting Date:** April 9, 2013  
**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 to the agreement with Lawrence A. Saunders, DDS.

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the agreement with Lawrence A. Saunders, DDS to provide oral and maxillofacial surgery services increasing the amount by \$67,000 to an amount not to exceed \$191,000.

**BACKGROUND:**

On December 13, 2011, your Board approved an agreement with Lawrence Saunders, DDS to provide oral and maxillofacial surgery services at San Mateo Medical Center (SMMC) for the term May 1, 2012 through April 30, 2014, in the amount of \$100,000. Dr. Saunders provides regular one-day clinics as well as emergency on-call services. On May 8, 2012, your Board approved an amendment to expand the scope of services to include dental services for the County's Correctional Health Division and increase the amount payable by \$24,000 to a new maximum amount of \$124,000.

**DISCUSSION:**

Due to the current economic climate, the demand for oral and maxillofacial surgery has increased since the time the original agreement was executed on December 13, 2011. Since May of 2012, SMMC has requested that Dr. Saunders work more than the two one-day clinics per month listed in the original agreement in order to reduce the backlog of patients requiring oral and maxillofacial surgery. The increase in the maximum amount of the agreement will address the additional clinics he has worked through February 2013 and will fund the increase in the number of one-day clinics from two up to five. This amendment is anticipated to reduce the remaining backlog of 200 patients. This amendment will increase the amount by \$67,000 to a new maximum amount of \$191,000 to allow for payment of the additional clinic days. The rate paid for Dr. Saunders' services remains unchanged.

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 Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to oral and maxillofacial surgery services to residents of San Mateo County. It is anticipated that the wait time for the next appointment will be reduced to 1 month.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2012-13 Actual</b>	<b>FY 2013-14 Projected</b>
Wait time for the next appointment	2.5 months	1 month

**FISCAL IMPACT:**

The term of this agreement is May 1, 2012 through April 30, 2014. The maximum fiscal obligation is \$191,000. Funds in the amount of \$91,000 are included in the SMMC FY 2012-13 Adopted Budget and funds in the amount of \$86,000 will be included in the SMMC FY 2013-14 Recommended Budget. This contract is administered by SMMC, but the portion of expenses associated with Correctional Health inmates will be reimbursed to SMMC.

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 fully meet the costs of care are covered by the County 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 AN AMENDMENT TO THE AGREEMENT WITH  
LAWRENCE A. SAUNDERS, DDS TO PROVIDE ORAL AND MAXILLOFACIAL  
SURGERY SERVICES INCREASING THE AMOUNT BY \$67,000 TO AN AMOUNT  
NOT TO EXCEED \$191,000**

---

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

**WHEREAS**, on December 13, 2011, this Board approved an agreement with Lawrence Saunders, DDS to provide oral and maxillofacial surgery services at San Mateo Medical Center (SMMC) for the term May 1, 2012 through April 30, 2014, for an amount not to exceed \$100,000; and

**WHEREAS**, on May 8, 2012, this Board approved an amendment to the agreement with Dr. Saunders to expand the scope of services to include dental services for the County's Correctional Health Department and to increase the maximum amount payable by \$24,000 to a new maximum of \$124,000; and

**WHEREAS**, the parties wish to further amend the agreement to pay for additional clinics that Dr. Saunders has provided through February 2013 and to expand the scope of services by increasing the number of clinics Dr. Saunders provides at SMMC from two to up to five each month and increasing the maximum amount payable by \$67,000 to an amount not to exceed \$191,000; and

**WHEREAS**, this Board has been presented with a form of such Agreement and has examined and approved it as to both form and content and desires to enter into it.

**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 the Board shall attest the President's signature thereto.

\* \* \* \* \*

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
LAWRENCE A. SAUNDERS, DDS**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LAWRENCE A. SAUNDERS, DDS, 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 for oral and maxillofacial surgery services on December 9, 2011 for a term of May 1, 2012 through April 30, 2014, in an amount not to exceed \$100,000; and

WHEREAS, on May 8, 2012, the parties amended the Agreement to expand the scope of services to include dental services for the County's Correctional Health Department and to increase the maximum amount payable thereunder by \$24,000 from \$100,000 to \$124,000.

WHEREAS, the parties wish to further amend the Agreement increasing the maximum amount payable thereunder by \$67,000 from \$124,000 to \$191,000.

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

1. Exhibit A, Services, to the Agreement is replaced in its entirety by Revised Exhibit A (rev. October 19, 2012), which is attached hereto and incorporated herein by reference.
2. Exhibit B, Payments, to the Agreement is replaced in its entirety by Revised Exhibit B (rev. October 19, 2012), which is attached hereto and incorporated herein by reference.
3. **All other terms and conditions of the Agreement dated December 9, 2011, and Amendment dated May 8, 2012, between the County and Contractor shall remain unchanged and 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 A. SAUNDERS, DDS

  
\_\_\_\_\_  
Contractor's Signature

Date: 3/20/13

## EXHIBIT A

### SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the Dental Program Manager.

- I. Provide professional oral and maxillofacial surgery services in the Division of Dentistry, including repair of mandibular fractures.
- II. Provide up to five (5) one-day clinics per month, to be mutually arranged and agreed upon by members of the Department of Dentistry, under the supervision of the Dental Program Manager. For purposes of this Agreement, a one-day clinic means a period of time of at least eight (8) hours of patient care services in a clinic setting during a given day.
- III. Provide dental services for the patients of Correctional Health one (1) day per month for a six hour shift.
- IV. Participate in such scheduled rotational coverage for mandibular fractures one week per month, or as is otherwise mutually arranged and agreed upon by members of the Department of Dentistry, under the supervision of the Supervising Dentist.
- V. Contractor shall participate in a schedule for "on-call" and/or "emergency-call" status during other than scheduled times and for twenty-four (24) hours each Saturday, Sunday, or holiday. "On-call" and "emergency-call" are defined as being available by telephone or pager to the hospital medical staff, nursing supervisor, and administrator on call as needed. In addition, Contractor must adhere to the guidelines of the San Mateo County Trauma System by being immediately available by telephone and must make every reasonable effort to be present at the hospital at the time of the patient's arrival.

It is expressly understood that Contractor and subcontractors for medical specialty services are subject to these conditions, that all will accept equal scheduling for "on-call" status, and that each will be responsible for his/her portion of "on-call" time. All physicians who take calls for medical specialty services must have San Mateo Medical Center (SMMC) privileges.

- VI. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- VII. Contractor shall fulfill those requirements for active staff membership set forth in

Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and maintain such active staff status as a condition of the Agreement.

- VIII. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.
- IX. Contractor shall provide medical staff administrative support to all SMMC departments in meeting surgical standards as defined by the Joint Commission, Title XXII and other applicable standards.

## **EXHIBIT B**

### **PAYMENTS**

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. Contractor shall be paid at fixed rate of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) for each one-day clinic provided pursuant to Section II of Revised Exhibit A to this Agreement.
- II. Contractor shall be paid at the rate of ONE THOUSAND DOLLARS (\$1,000) per case, for all cases for which he is required to physically come into SMMC to perform his duties when on call. This case rate includes one post-operative and all follow-up appointment, as needed.
- III. Contractor shall be paid TWO HUNDRED DOLLARS (\$200) when called by the SMMC Emergency Department to consult on a patient if no surgical service is required and such consultation is on a day other than his regularly scheduled surgery day.
- IV. Contractor shall be paid ONE THOUSAND DOLLARS (\$1,000) for the one, six hour dental clinic in Correctional Health that Contractor provides each month pursuant to Section III of Revised Exhibit A to this Agreement .
- V. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of this Exhibit. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services or more than ninety (90) days after this Agreement terminates, whichever is earlier. This timeline also applies to tracers and appeals.
- VI. The term of this Agreement is May 1, 2012 through April 30, 2014. Total payments for services performed under this Agreement shall not exceed ONE HUNDRED NINETY ONE THOUSAND DOLLARS (\$191,000).





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** January 25, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
Lisa Mancini, Director, Aging and Adult Services

**Subject:** Submission of the FY 2013-14 Update for the Area Plan for Services for Older Adults and Adults with Disabilities

**RECOMMENDATION:**

Adopt a Resolution:

- A) Approving the submission of the FY 2013-14 Update of the Area Plan for Services for Older Adults and Adults with Disabilities to the California Department of Aging; and
- B) Authorizing the execution of the transmittal letter as required by the California Department of Aging.

**BACKGROUND:**

The New Beginning Coalition's 2012-2016 Strategic Plan for Services for Older Adults and Adults with Disabilities (Plan) is the long-range plan for the continuum of services intended to meet the needs of San Mateo County's older adults and adults with disabilities. Adopted by your Board on April 24, 2012, the Plan serves as the countywide umbrella plan for all other plans regarding older adults and adults with disabilities in San Mateo County, including the Area Agency on Aging (AAA) Area Plan. The AAA Area Plan is required by the California Department of Aging (CDA) to receive funding from the Older Americans Act (OAA).

In accordance with CDA, the Plan is a four-year plan that includes a needs assessment of the community. The assessment consisted of a community survey, stakeholder forums and a review of secondary data from other community needs assessments. The surveys revealed that the main concerns for older adult and adults with disabilities are: accidents in the home, employment, money to live on, crime, taking care of another person (adult), household chores, transportation, obtaining information about services/benefits, taking care of another person (child), isolation and receiving

services/benefits. This information was used to develop the goals and objectives for the Plan.

**DISCUSSION:**

This 2013-2014 Strategic Plan Update is the update for the second year of the 2012-2016 Plan. The Plan reflects a comprehensive picture of the current state of San Mateo County in relation to the needs of older adults and adults with disabilities, and the services provided. It also highlights the goals and objectives to be addressed as well as the program development, advocacy and coordination of activities to be undertaken to enhance services for older adults and adults with disabilities.

Activities highlighted address the following five goals of the Plan:

- Promote a holistic approach to health, well-being and safety;
- Support options for increased mobility;
- Support options for remaining socially connected to friends, family and the community;
- Promote a community-based system of care that supports independence; and
- Promote cultural competence throughout the service planning and delivery system.

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

The Strategic Plan Update contributes to the Shared Vision 2025 outcome of a Healthy Community by providing demographic and statistical information that allows Aging and Adult Services (AAS) to determine the services most needed for at-risk individuals. Submittal of the Update is necessary for continued OAA funding to provide senior services that assist in helping at-risk individuals remain in the most independent setting possible. With the assistance of services provided in accordance with the Plan, AAS has met this measure as a division.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Percent of at-risk individuals maintained in a least restrictive setting through case management	98%*	95%

The FY 2011-12 performance exceeded the division's expectations in this measure.

**FISCAL IMPACT:**

There is no Net County Cost resulting from the approval of the Update.

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

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

\* \* \* \* \*

**RESOLUTION: A) APPROVING THE SUBMISSION OF THE FY 2013-14 UPDATE OF THE AREA PLAN FOR SERVICES FOR OLDER ADULTS AND ADULTS WITH DISABILITIES; AND B) AUTHORIZE THE EXECUTION OF THE TRANSMITTAL LETTER AS REQUIRED BY THE CALIFORNIA DEPARTMENT OF AGING**

---

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

**WHEREAS**, this Board had designated itself as the Area Agency on Aging (AAA) of San Mateo County to carry out programs pursuant to the Older Americans Act of 1965; and

**WHEREAS**; this Board approved the New Beginning Coalition's Strategic Plan for Services for Older Adult and Adults with Disabilities on April 24, 2012; and

**WHEREAS**, it is necessary and desirable that the AAA submit an annual update of goals and objectives for the current year, which is required for final approval for funding to provide services for older adults and adults with disabilities; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be and is hereby authorized and directed to approve the submission of said FY 2013-14 Update of the Area Plan for Services for Older Adults and Adults with Disabilities to the California Department of Aging for and on behalf of the County of San Mateo; and

**BE IT FURTHER RESOLVED**, that the President of this Board of Supervisors be and is hereby authorized and directed to execute the Transmittal Letter approving the completion of the submission process for the Plan.

\* \* \* \* \*

**TRANSMITTAL LETTER**  
**Four-Year Area Plan Update**  
**2012-2016**

**AAA Name: San Mateo County Aging and Adult Services**

**PSA Number: 8**

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.


1. Don Horsley

\_\_\_\_\_  
Signature: Governing Board President

\_\_\_\_\_  
Date


2. Denis O'Sullivan

  
\_\_\_\_\_  
Signature: Advisory Council Chair

  
\_\_\_\_\_  
Date

3. Lisa Mancini

  
\_\_\_\_\_  
Signature: Area Agency Director

  
\_\_\_\_\_  
Date

## 2013-2014 AREA PLAN UPDATE (APU) CHECKLIST

AP Guidance Section	APU Components (To be attached to the APU)	Check if Included
	<b>Update ALL of the following ANNUALLY:</b>	
n/a	APU-( <i>submit electronically only</i> )	<input checked="" type="checkbox"/>
n/a	Transmittal Letter–( <i>must have original signatures or official signature stamp</i> )	<input checked="" type="checkbox"/>
2, 3, or 4	Estimate of the number of lower income minority older individuals in the PSA for the coming year	<input checked="" type="checkbox"/>
7	Public Hearings that will be conducted	<input checked="" type="checkbox"/>
n/a	Annual Budget	<input type="checkbox"/>
10	Service Unit Plan (SUP) Objectives	<input checked="" type="checkbox"/>
	<b>If there has been a CHANGE from the 2012/16 Area Plan, or if the section was not included in the 2012/16 Area Plan, update the following:</b>	Mark Changed/Not Changed (C or N/C)
		C      N/C
5	Minimum Percentage/Adequate Proportion	<input type="checkbox"/> <input checked="" type="checkbox"/>
5	Needs Assessment <sup>1</sup>	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	AP Narrative Objectives:	<input checked="" type="checkbox"/> <input type="checkbox"/>
9	• System-Building and Administration	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	• Title III B-Funded Programs	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	• Title III B-Transportation	<input checked="" type="checkbox"/> <input type="checkbox"/>
9	• Title III B-Funded Program Development/Coordination (PD or C)	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	• Title III B/VIIA- Long-Term Care Ombudsman/Elder Abuse Prevention Program	<input checked="" type="checkbox"/> <input type="checkbox"/>
9	• Title III C-1	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	• Title III C-2	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	• Title III D	<input type="checkbox"/> <input checked="" type="checkbox"/>
20	• Title III E-Family Caregiver Support Program	<input checked="" type="checkbox"/> <input type="checkbox"/>
9	• Title V-SCSEP Program	<input checked="" type="checkbox"/> <input type="checkbox"/>
9	• HICAP Program	<input type="checkbox"/> <input type="checkbox"/>
13	Priority Services	<input checked="" type="checkbox"/> <input type="checkbox"/>
14	Notice of Intent-to Provide Direct Services	<input checked="" type="checkbox"/> <input type="checkbox"/>
15	Request for Approval-to Provide Direct Services	<input type="checkbox"/> <input checked="" type="checkbox"/>
16	Governing Board	<input checked="" type="checkbox"/> <input type="checkbox"/>
17	Advisory Council	<input checked="" type="checkbox"/> <input type="checkbox"/>
18	Legal Assistance	<input checked="" type="checkbox"/> <input type="checkbox"/>

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## Section 2. Description of Planning and Service Area 8



### Physical Characteristics of San Mateo County

San Mateo County (SMC) is situated on a 30-mile long peninsula, south of the City and County of San Francisco, consisting of 20 cities and 17 unincorporated communities. It is bounded on the south by the Santa Clara Valley, on the east by the San Francisco Bay and on the west by the Pacific Ocean. The county's 741 square miles consists of 455 square miles of land including redwood forests, rolling farmlands, tidal marshes, creeks and beaches. The other 286 square miles are water. The land area is 25.7% urban and 74.3% non-urban. More than 60% of the non-urban area consists of forests and rangeland. Almost 17% of the urban land is used for residential purposes.<sup>1</sup>

SMC is an attractive residential community because of its temperate climate and its proximity to the cultural resources in San Francisco, its relative lack of congestion, topographical variety and the fact that it is well-served by public and retail goods and services. The County is known for its scenic vistas. A 20-minute drive, no matter the starting point, can take one to a vista point of the Bay or the Pacific Ocean, a forest, or a park or preserve. SMC is close to Stanford University and is home to other institutions of higher learning.

The principal highways in SMC are the Coastal Highway (State Route 1), El Camino Real (State Route 82), the Bayshore Freeway (U.S. 101) and the Junipero Serra Freeway (Interstate 280). A fourth road, Skyline Boulevard (State Route 35), follows the ridgeline extending roughly north to south throughout the county. While the land space in the area west of Skyline Boulevard is large, except for the northern portion, it is mostly mountainous, wooded and agricultural/floricultural. Only 9% (61,275) of the County's population resides in the unincorporated area, which comprises half of the County's land area.

SMC is governed by a five-member Board of Supervisors. District One consists of San Mateo (west portion, adjacent to Hillsborough), Hillsborough, Burlingame, Millbrae, San Bruno, South San Francisco (east of El Camino), Burlingame Hills, Highlands/Baywood Park, and the San Francisco Airport. District Two consists of Belmont, Foster City and

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<sup>1</sup> San Mateo County Planning and Building Division

## San Mateo County

San Mateo. District Three consists of Atherton, Redwood Shores, Half Moon Bay, Pacifica, San Carlos, Portola Valley, Woodside, Devonshire, El Granada, Emerald Lake Hills, Harbor Industrial, La Honda, Ladera, Loma Mar, Los Trancos Woods/Vista Verde, Menlo Oaks, Montara/Moss Beach, Palomar Park, Pescadero, Princeton, San Gregorio, South Coast/Skyline, Sequoia Tract, Skylonda, Stanford Lands, and West Menlo Park. District Four consists of Redwood City, Menlo Park, East Palo Alto, North Fair Oaks, and Oak Knoll. District Five consists of Brisbane, Colma, Daly City, South San Francisco, Broadmoor and County Club Park.

Figure 1 below provides a map of SMC.



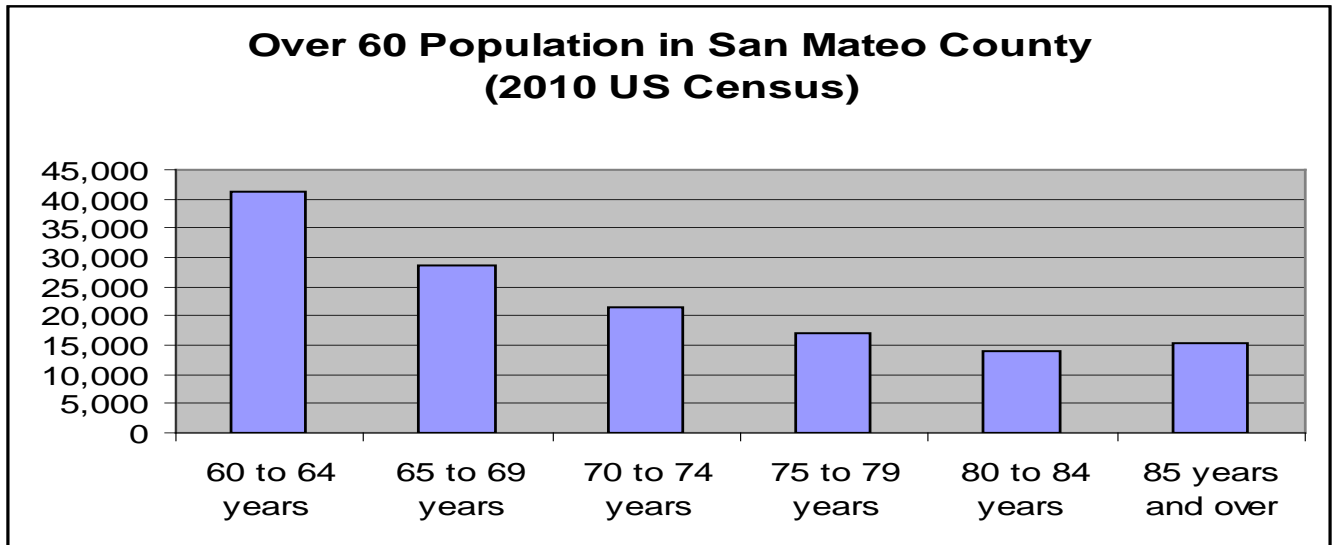
## Demographic Characteristics of San Mateo County

### Current Older Adult Population

SMC is among the most culturally and ethnically diverse counties. Asian and Latino residents, along with older adults are expected to continue to become increasingly greater proportions of the population. The demographics of its residents including White/Caucasians, Hispanics/Latinos, African-Americans, Asians, Pacific Islanders, and other ethnicities. There are 718,451 residents that live within 531 square miles along a peninsula with 54 miles of ocean coastline (US Census Bureau, 2010 Census). According to the Association of Bay Area Government projections for 2002, the total population in SMC is expected to grow to 775,900 in 2015 and 795,100 in 2025.

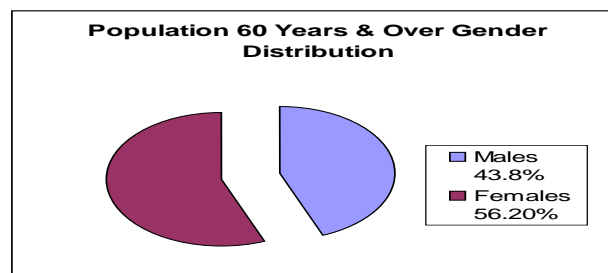
According to the 2010 Census, the number of those ages 60 and over is 137,584, or 19% of the total population for SMC. The current age breakdown for older adults is the following: 60 to 64 years-41,322; 65 to 69 years-28,485; 70 to 74 years-21,500; 75 to 79 years-16,888; 80 to 84 years-14,085; and 85 years and over-15,304 (See Figure 2).

Figure 2



Consistent with national statistics, females 60 years and older (77,020) outnumber older males 60 years and older (60,564). See Figure 3.

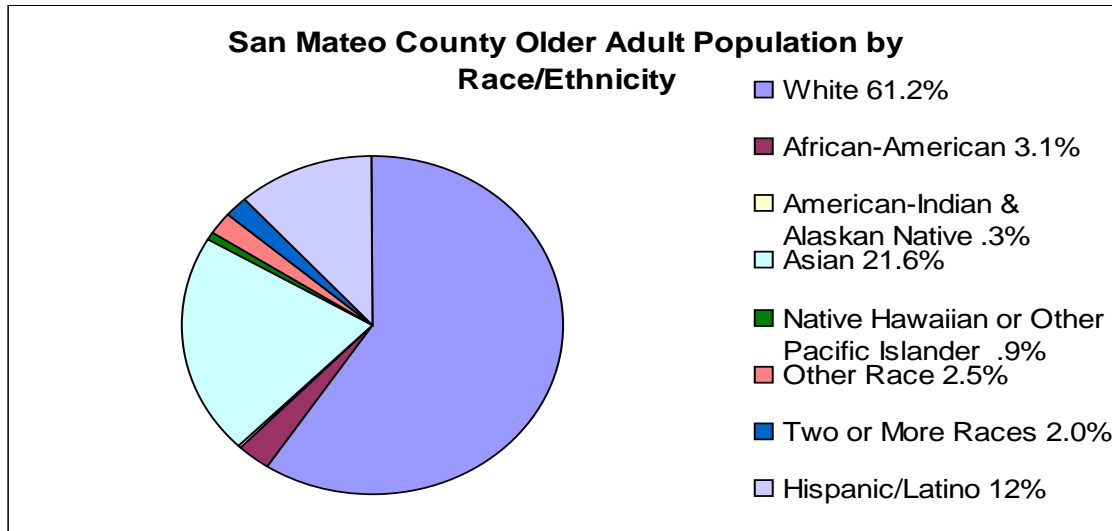
Figure 3



### Minority Populations

The County's minority population continues to grow. According to the 2006-2010 American Community Survey (ACS) 5-Year Estimates, the total foreign-born population in the County is 34%. Due to the large influx of immigrants from Asia, the Philippines, Mexico, and Central America, the minority population now comprises 55% of the total population in SMC. According to the 2008-2010 ACS 3-Year Estimates, 50% of the foreign born population is from Asia and 35% is from Latin America. Of the population that is 60 years and over, 38% is foreign-born. Within the older adult population, the numbers of African-Americans, American Indian/Alaska Natives, Asian/Pacific Islanders and Latinos steadily decline in older age categories. Figure 4 provides a breakdown of race/ethnicity for those 60 years and over. As indicated in the figure, 61% of older adults 60 years and older identify as non Hispanic White.

Figure 4



According to the 2006-2010 ACS 5-Year Estimates, the following cities have higher percentages of minorities 60 years and over when compared to the County's overall minority population (See Figure 5):

- Latinos: South San Francisco, Daly City and Redwood City
- Asians: Daly City, South San Francisco and San Mateo
- Pacific Islanders: South San Francisco and Daly City

Figure 5

<b>Population 60 and Over in San Mateo County</b>					
	<b>San Mateo County</b>	<b>Daly City</b>	<b>Redwood City</b>	<b>San Mateo (city)</b>	<b>South San Francisco</b>
<b>White (not Hispanic/Latino)</b>	61.9%	25.4%	70.2%	68.0%	40.1%
<b>African-American</b>	3.1%	3.4%	2.1%	2.9%	2.3%
<b>American-Indian &amp; Alaskan Native</b>	0.3%	0.3%	0.6%	0.1%	0.1%
<b>Asian</b>	21.3%	51.5%	9.1%	19.3%	34.5%
<b>Native Hawaiian and other PI</b>	0.9%	1.5%	0.7%	0.7%	2.6%
<b>Some other Race</b>	2.9%	5.8%	3.7%	1.6%	6%
<b>Two or More Races</b>	1.7%	2.3%	1.8%	2.3%	1.4%
<b>Hispanic or Latino (of any race)</b>	11.6%	17.5%	16.5%	7.9%	20.1%

Although not mentioned in this ACS estimate, there is a significant number of minorities in other SMC cities. East Palo Alto's population is predominately of Hispanic or Latino descent (65%) and nearly half of Foster City's population is Asian (See Figure 6). N/A in the Figure 6 means that there are not significant numbers of the minority population in that city.

Figure 6

<b>Cities with Percentage of Minorities Higher than County Minority Percentage</b>				
	<b>East Palo Alto</b>	<b>Foster City</b>	<b>Menlo Park</b>	<b>San Bruno</b>
<b>African-American</b>	16.7%	N/A	4.8%	N/A
<b>Asian</b>	N/A	45.0%	N/A	25.4%
<b>Native Hawaiian and other PI</b>	7.5%	N/A	1.4%	3.3%
<b>Hispanic or Latino (of any race)</b>	64.5%	N/A	18.4%	29.2%

Source: 2010 US Census

**Linguistic Isolation**

The U.S. Census Bureau defines a linguistically isolated household as one in which all individuals 14 years of age and older have some difficulty with English. The 2007-2009 ACS 3-Year Estimates indicate that 10% of the households in SMC are linguistically isolated. Of these households, 29% are Spanish-speaking, 14% speak other Indo-European languages, 23% speak Asian and Pacific Islander languages and 12% speak languages other than these. Figure 7 provides a breakdown of the population 65 years and over that speaks a language other than English. Nearly one fifth of older adults 65 and older speak an Asian or Pacific Islander language in SMC.

Figure 7

Population 65 Years and Over in San Mateo County that Speak a Language Other Than English		
Language	Number	% of those 65 and over
Spanish	9,552	10%
Other Indo-European Languages	8,086	9%
Asian/Pacific Island Languages	16,789	18%
Other Languages	1,025	.2%
<b>TOTAL POPULATION 65 YEARS AND OVER</b>	<b>94,702</b>	<b>14% of total population of County</b>
Source: 2008-2010 American Community Survey 3-Year Estimates		

The 2006-2010 ACS 5-Year Estimates indicate that in SMC, 37% of older adults ages 60 and older speak a language other than English. Furthermore, 21% speak English less than “very well”. Figure 8 provides details of the population ages 65 years and over who speak English “very well” and “less than very well”. The population is separated by the language spoken at home. (See Attachment 1 for details on English proficiency in adults 18 years and over.)

Figure 8

<b>Language Spoken At Home</b>			
<b>Population Ages 65 Years and Over</b>			
<b>Language Spoken</b>	<b>Estimated total of Population</b>	<b>Speak English "very well"</b>	<b>Speak English less than "very well"</b>
<b>Spanish</b>	9,552	36.3%	63.7%
<b>Other Indo-European Languages</b>	9,552	36.3%	63.7%
<b>Asian and Pacific Island Languages</b>	16,789	32.7%	45.2%
<b>Other Languages</b>	1,025	45%	55%
Source: 2008-2010 American Community Survey 3-Year Estimates			

**Economic Status**

SMC is considered an affluent county. Economically, the County thrived in the late 1990's during the technology boom in California and the rapid rise in visitor and business travel through San Francisco International Airport. However, after the dot-com bust in 2000, the County experienced significant job loss. Despite high incomes and education levels, many SMC residents face significant challenges. Since 2007, the median household income has been declining. According to the US Census, the median income is the amount which divides income distribution in two equal groups, half having income above that amount and half having income below that amount. The 2010 ACS 1-Year Estimates for median household income in the County was \$82,748 compared to \$87,042 in 2007. There are significant disparities between the ethnic/racial groups. Asians have the highest median income at \$96,685 (see Figure 9) and Black/African-Americans the lowest at \$56,389. For older adults 65 years old and over, the median household income in 2010 was \$49,586.

Figure 10 indicates that although a slight majority of households in SMC earned between \$100,000 to \$149,000 a year (18.6%), about 6.1% of households earn less than the 2011 Department of Health and Human Services Federal Poverty Level (FPL) of \$14,710 for a family of two living in the contiguous states, including Washington D.C. The following data is according to 2010 ACS 1-Year Estimate for households including someone 60 years and over. Seventy percent of households in SMC with someone

over the age of 60 receive Social Security benefits, with the average yearly Social Security benefit being \$18,257. Six percent of households in SMC receive Supplemental Social Security Income (SSI), with the average benefit from SSI being \$9,402. One percent of households receive public assistance income, with the average income received from cash aid at \$9,454. Forty-one percent of households receive retirement income with the average income being \$30,138.

Figure 9

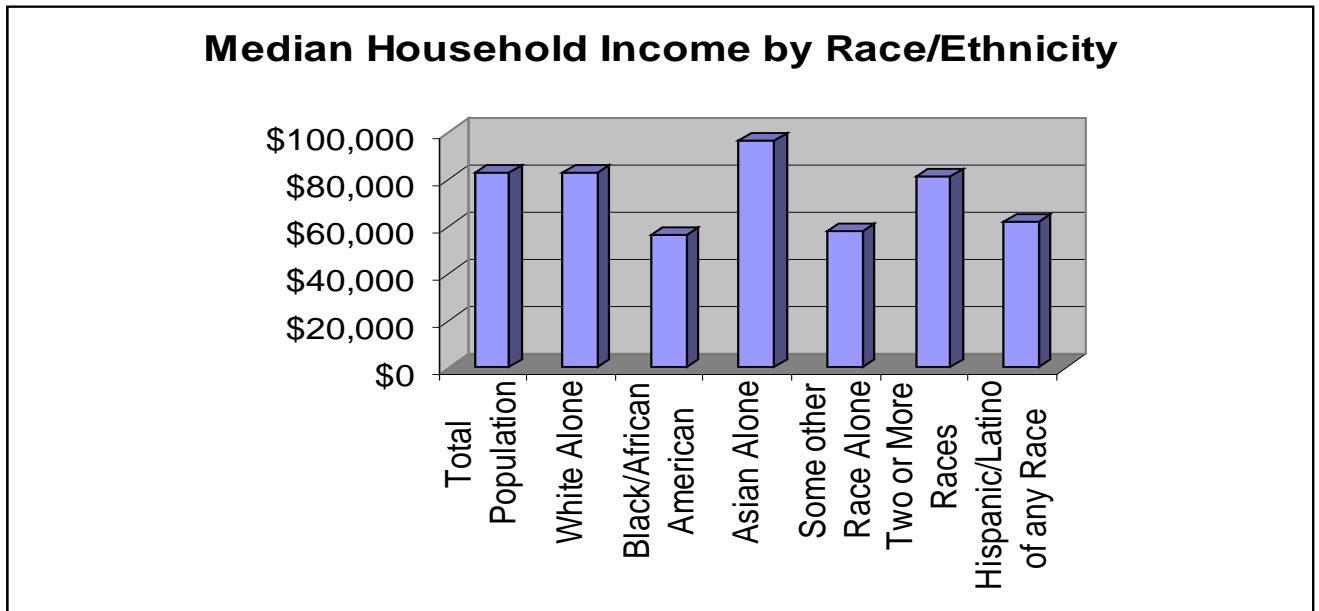


Figure 10

Household Income in San Mateo County	
Less than \$10,000	3.1%
\$10,000 to \$14,999	3.0%
\$15,000 to \$24,999	6.3%
\$25,000 to \$34,999	6.3%
\$35,000 to \$49,999	9.7%
\$50,000 to \$74,999	16.6%
\$75,000 to \$99,999	13.6%
\$100,000 to \$149,999	18.6%
\$150,000 to \$199,999	10.1%
\$200,000 or more	12.7%
Source: 2010 American Community Survey 1-Year Estimates	

As indicated earlier, despite the relatively high income levels in SMC, there are subgroups across the County who live in poverty. Figure 11 details the level of poverty per city and age group. East Palo Alto has the highest percentage of adults (13.7%) and older adults (15.2%) who live below the poverty line. Translated another way, over a quarter of all residents of East Palo Alto live below the poverty line. Conversely, San Carlos has the lowest percentage of adults (2.7%) and older adults (3.7%) who are below the poverty line.

Figure 11

<b>San Mateo County Percentages of People Below Poverty Level by Cities</b>			
<b>City</b>	<b>18 to 64 Years</b>	<b>65 years &amp; over</b>	<b>Total % at FPL</b>
<b>Belmont</b>	3.8%	4.2%	8.0%
<b>Burlingame</b>	7.9%	7.0%	14.9%
<b>Daly City</b>	7.3%	7.7%	15.0%
<b>East Palo Alto</b>	13.7%	15.2%	28.9%
<b>Foster City</b>	3.8%	10.6%	14.4%
<b>Menlo Park</b>	7.4%	4.8%	12.2%
<b>Millbrae</b>	4.2%	7.8%	12.0%
<b>Pacifica</b>	3.6%	5.9%	9.5%
<b>Redwood City</b>	7.5%	9.3%	16.8%
<b>San Bruno</b>	5.2%	9.2%	14.4%
<b>San Carlos</b>	2.7%	3.7%	6.4%
<b>San Mateo</b>	7.2%	4.6%	11.8%
<b>South San Francisco</b>	5.1%	5.0%	10.1%
Source: 2008-2010 American Community Survey 3-Year Estimates			

A greater percentage of minority older adults compared to non-minority older adults are living in poverty (See Figure 12). Black/African-Americans and Hispanic/Latinos have higher poverty rates than their White counterparts. Asians 18-64 years of age have lower poverty rates than the total population, including those that are White. In comparison, Asians 65 years and over have higher poverty rates than their White counterparts.

Figure 12

<b>Poverty Rates by Race/Ethnicity</b>		
	<b>18-64 Years</b>	<b>65 Years and Over</b>
<b>Total Population</b>	6.6%	6.6%
<b>White Alone</b>	6.7%	5.5%
<b>Black/African American</b>	12.8%	10.9%
<b>Asian</b>	4.2%	9.1%
<b>Hispanic/Latino</b>	11.0%	9.0%
<b>Source: 2008-2010 American Community Survey 3-Year Estimates</b>		

***Estimate of Lower Income Minority Older Adults in PSA 8***

According to the 2009-2011 American Community Survey (ACS) 3-Year Estimates, the total population is 5,804 for those that are 65 years and over, are below the poverty level and live in San Mateo County. This is 6.2% of the population of those ages 65 years and over. The estimate of the number of lower income minority older individuals (65 years and over) in PSA 8 for FY 13-14 is 2,777 people or 48% of those ages 65 years and over that are below the poverty level. The minority populations included in this estimate are: Asian, American Indian and Alaskan Native, Black/African American, Hispanic/Latino, Native Hawaiian and other Pacific Islanders, the population that is two or more races and populations that are some other race (excluding White and the aforementioned races). Note: ACS estimates for 2009-2011 for the American Indian and Alaskan Native population were not available therefore 2007-2011 ACS 5 Year Estimates were used.

***Elder Index as a Means to Distinguish San Mateo County’s Cost of Living***

The family income needed for self-sufficiency in SMC is \$83,283, with a gross hourly wage of \$40.04 (2011 SMC Health and Quality of Life). The cost of living is higher in SMC than almost anywhere else in the nation. Therefore, the FPL is not an adequate measure of the income needed to meet basic needs. The FPL is not accurate for California and especially for SMC because it is the same amount for all states. Historically, the FPL has been used to determine eligibility for public assistance programs and in allocating resources to communities. Efforts have been made to create new self-sufficiency indices to account for the high cost of living.

Specific to older adults, an Elder Economic Security Standard Index (Elder Index) for California demonstrates that the federal poverty guideline covers less than half of the basic costs for adults age 65 and older in California. The Elder Index provides a calculation of a basic income needed to “make ends meet” for retired adults age 65 and older for every county. According to U.S. Department of Health and Human Services,

the 2013 FPL is \$11,490 for a single person living in the 48 contiguous states and the District of Columbia. However, according to the Elder Index that calculates on county-specific information, the basic income needed to meet basic needs is \$29,442 for a single older adult with good health that is renting a one-bedroom unit in SMC. To meet basic needs, annually, a single home owner without a mortgage would need \$18,180 and a single owner with a mortgage would need \$42,096. For an older couple residing in SMC, the Elder Index calculates the cost of living to be \$38,870 for renters of a one-bedroom place, \$27,608 for those without a mortgage and \$51,524 for those with a mortgage. These estimates for SMC are significantly higher than the guidelines based on the FPL that is not county nor state specific.

According to the Elder Index, in order to accurately identify those without adequate incomes in SMC, the FPL would need to be raised 167% to 270% for a single older adult and 188% to 264% for an older couple.

The Elder Index demonstrates that older adults require an income of at least 200% of the FPL to age in place with dignity and autonomy without relying on public programs. Researchers at UCLA recommend that programs that do not use the Elder Index should consider using a minimum of 200% of the FPL to determine income eligibility (See Attachment 2 for the San Mateo County, CA 2011 Elder Economic Security Standard Index).

**Education**

According to the 2008-2010 ACS 3-Year Estimates, a majority (44%) of the population in SMC has a bachelor’s degree, including those 60 years and over (37%). For those over 60, variations exist by city in educational attainment with Redwood City having the highest average education and San Mateo having the lowest (See Figure 13).

Figure 13

<b>Educational Attainment by Cities for Population over the Age of 25</b>										
	San Mateo County Total Population	San Mateo County 60 Years and Over	Daly City Total Population	Daly City 60 Years and Over	Redwood City Total Population	Redwood City 60 Years and Over	San Mateo City Total Population	San Mateo 60 Years and Over	South San Francisco Total Population	South San Francisco 60 Years and Over
Less than high school graduate	12%	15%	14%	22%	15%	17%	11%	15%	15%	24%
High school graduate, GED, or alternative	18%	22%	22%	25%	20%	22%	18%	24%	24%	26%
Some college or associate's degree	27%	27%	20%	23%	26%	27%	28%	29%	30%	24%
College degree or higher	44%	37%	34%	30%	40%	33%	43%	32%	32%	26%
Source: 2008-2010 American Community Survey 3-Year Estimates										

**Housing and Living Situation**

**Housing**

According to the 2000 Census, 99% of SMC’s total population lives in urban areas and 1% in rural settings. There are 1,460 seniors (15%) living in rural areas which constitutes 1.3% of the total County senior population. San Mateo County has 98% of its housing units in urban settings and 2% in rural areas. Of these housing units, 98% are occupied. The 2006-2010 ACS Survey 5-Year Estimates state that in SMC, 61% of

all housing units are owner occupied and 38.9% are renter-occupied. For the population 60 years of age and over, 78.5% are home owners and 21.5% are renters. Based on data from 2005-2009, homeownership is slightly higher in SMC (61.7%) than the state average (57.9%)

A lack of affordable housing units limits people's ability to live in SMC. In September, 2008, the SMC Housing Authority developed a lottery to establish a new waiting list for Section 8 housing vouchers for 3,600 applications. This was implemented after the application period was open for one week from 7/7-7/12/08 and 23,000 applications were received. As of 9/30/11, there were 1,106 Section 8 waiting list applicants remaining on the wait list after all available spots were taken. In addition, 4,439 families were on alternate project-based waiting lists outside of Section 8 housing.

In SMC, single family homes have decreased in price in recent years but prices remain high. In 2011, single family homes had a median price of \$675,000, which is a 3.6% decrease from 2010 and significantly lower than median prices from 2005-2009 (\$786,650). The average price was \$886,145, a decrease of 4.9% from 2010. For common interest developments such as condos and townhomes, the median price was \$350,000, a decrease of 10.3% from 2010. The average price was \$398,173, which is an 8% decrease from the previous year. According to the SMC Association of Realtors 2011 Semi-Annual 2 sales report, homes in the cities of Atherton, Hillsborough, Woodside, and Portola Valley continue to be the least affordable in the County, selling for an average sales price of \$2,398,159 to \$3,666,414. The three areas with the lowest average sales prices were East Palo Alto (\$262,136), Loma Mar (\$369,500) and Colma (\$450,000).

The County's 12<sup>th</sup> and 14<sup>th</sup> Congressional Districts continue to be the two least affordable housing markets in the nation. District 12 includes cities in the north, the coast and south county, District 14 includes cities mid-county, the coast, and south county. Between 40-42% of all households in both districts are burdened, meaning the household is spending over 30% of their income on housing costs. Low income households are impacted even more. Between 81 to 88% of renters with incomes between \$20,000 to \$50,000 would be considered burdened.

The National Low Income Housing Coalition indicates that SMC is at the top of the list of most expensive counties in California. This is based on a Housing Wage needed to afford a Fair Market Rate (FMR) place to live. San Francisco and Marin Counties are tied with SMC as the most expensive places to live in the United States. FMR for a two-bedroom apartment is \$1,361 a month across California, but is increased to \$1,833 in SMC. A living unit is considered affordable if it costs no more than 30% of the renter's income. In order to afford this level of rent and utilities, without paying for more than 30% of income for housing, the renter would need to earn \$6,110 monthly or \$73,320 annually. In SMC, a minimum wage worker earns an hourly wage of \$8.00. In order to afford the FMR for a two-bedroom apartment, a minimum wage earner must work 141 hours per week for 52 weeks per year. For someone whose sole income is SSI, their monthly payment is \$854.40. With this income, the rent that would be affordable would be \$256 a month.

### ***Home Foreclosures***

For the 2009-2010 tax year, property values in SMC decreased over 4 million dollars. The cities that sustained the most significant loss in property value were San Mateo, Daly City, and South San Francisco. In 2010, there were 3,859 pre-foreclosures (payment default), 3,758 foreclosures (the start of the legal process for foreclosure) and 1,369 completed foreclosures (home is owned by the lender). From January to July 2011, East Palo Alto, Brisbane, South San Francisco and Daly City had the highest pre-foreclosure rates in the County. The foreclosure rate per 1,000 homes was the lowest in Hillsborough (5.4) and the highest in East Palo Alto (23). Mid-priced homes between \$500,000 and \$600,000 are most likely to end up bank owned.

An analysis of foreclosure impacts and trends in SMC, particularly East Palo Alto, was conducted by Supervisor Rose Jacobs Gibson's office. The data collected included a provider survey and information from a dialogue with faith leaders. In the spring of 2011, the survey was administered to agencies that serve the foreclosure counseling needs of SMC residents. Results indicated that the primary reason homeowners were led to foreclosure was: 1) Loss of employment or 2) Reduction in income. Dialogue with faith leaders in East Palo Alto around the impacts of older adults and foreclosure found that older adults were experiencing depressive symptomatology, shame, and embarrassment. Thus, results indicated that for older adults who experience foreclosure, intervention aimed at addressing the psychological impact is of importance. A suggestion that resulted from the dialogue was establishing a team (including community-based organizations, faith leaders, and agencies serving older adults) that would provide outreach and education about foreclosures and the impacts on older adults.

A survey by Human Investment Project (HIP) found that one of the primary reasons older home seekers (those over 60 years old) look for shared housing was due to evictions and foreclosures. A more detailed description of HIP survey is found in the needs assessment section on page 75.

### ***Living Situation***

According to the 2010 Census Summary for SMC, there are a total of 257,837 households and the average household size is three. In family households, 24% are homeowners 65 years and over. For the population 60 and over, 43% of the households are a married couple family. Of the family households, most have males as the householder. Ten percent are living with a parent and 1% have non relatives living in their household. Three percent (3,145) are living in group quarters. Fifty-seven percent (1,843) of those in group quarters are institutionalized.

Forty-four percent of those in non-family households are 65 years and over. Seventy-four percent of this population are females that live alone. The percentage of female renters that live alone is even higher at 87%.

There are 9,506 older adults over the age of 60 that are living with their grandchildren. Of these, 1,302 older adults over 60 are responsible for grandchildren that are under the

age of 18. Fifty-four percent of the responsible grandparents are female and 45% of responsible grandparents are married. When looking at all grandparents (including those under 60), most have been responsible for their grandchildren five or more years. Twenty percent of grandparents living with their grandchildren under 18 years of age have a disability. Of the grandparents with a disability that are living with their grandchildren, 69% are 60 years and over.

### ***Homelessness***

The 2011 SMC Homeless Census and Survey indicates that there are 6,737 homeless people in the County annually. The number of homeless people on January 26, 2011 in SMC was 2,149 and is based on the point-in-time homeless census. The homeless population is increasing. The homeless count increased 17% when compared to 2009 and increased 4% from 2007. Of the 2,149 homeless individuals there were 1,162 unsheltered homeless people (e.g. living on streets, in vehicles and in homeless encampments) and 987 sheltered homeless people (e.g. living in emergency shelters, transitional housing, motel voucher programs, residential treatment, jails and hospitals). A high percentage of the unsheltered homeless have been homeless repeatedly and/or for long periods of time. The homeless count was comprised of 1,789 families. Ninety-two percent (1,640) of the families were without dependent children. Redwood City had the highest number of homeless individuals (501), followed by East Palo Alto (431) and San Mateo (331). Redwood City and East Palo Alto have a much higher percentage of unsheltered homeless population than their share of the general population in SMC.

### ***Employment***

While many older adults choose to work because they want to, others are forced to work in order to meet their basic living needs. The high cost of housing and medical costs, and the loss of savings due to the economy, forces many older adults to work long past their personal target for retirement or pushes older adults to return to work after they have retired. According to the 2006-2010 ACS Survey 5-Year Estimates, 21% of older adults 65 years and over worked in the past 12 months. Of those that were working, 81% were between the ages of 65 to 74 years of age. A number of older adults over the age of 75 continue to work. The majority of working older adults, that want to be employed, were working for most of the year. It should be noted that some older adults are unemployed but stated that they would like to work.

Figure 14 shows the cities where the highest percentage of employed workers 65 years and over live.

Figure 14

<b>Cities &amp; Percentage of Employed Older Adults</b>		
	<b>65 to 74 Years</b>	<b>75 and Over</b>
<b>Belmont</b>	N/A	7%
<b>Daly City</b>	14%	N/A
<b>Menlo Park</b>	N/A	8%
<b>Redwood City</b>	9%	8%
<b>San Mateo</b>	12%	19%
<b>South San Francisco</b>	N/A	8%
Source: 2006-2010 ACS 5-Year Estimates		

***Targeted Populations: Adults with Disabilities***

**18-64 Years**

According to the 2008-2010 ACS Survey 3-Year Estimates for SMC, there are approximately 23,505 (5.1% of the total 456,818) non-institutionalized adults 18-64 with a disability (See Figure 15). The most common type of disability is a difficulty with mobility (10,507) with cognitive difficulties (9,829) reported as a close second. Figure 16 indicates that among 18-64 year olds, more males than females have a disability. Within each category of race, the percentages of those with a disability are: White 9%; Black/African-American 15%; American-Indian/Alaskan Native 16%; Asian, Native Hawaiian/other Pacific Islander, and Hispanic/ Latino all at 6%, some other race and two or more races are both 7%. Of this population, 16% had an income in the past twelve months that was below poverty level.

There is a total of 456,818 18-64 year olds in SMC. Eighty-two percent (372,698) of 18-64 year olds are working and 9,455, or 3%, are working with a disability. In the unemployed, adults with disabilities account for 5% of the total. Those with a disability that are not in the labor force are 15% of the total.

According to a SMC Homeless Survey conducted, the typical unsheltered homeless person in SMC is a single man (67%) with at least one disability (79%). The most commonly cited disabilities were alcohol or drug problems (56%), chronic health conditions (43%), physical disability (32%), mental illness (28%), and post-traumatic stress disorder (21%). The sheltered homeless population is also predominately single and male. Levels of disability are somewhat lower for the sheltered population with 15% reporting mental illness, 12% reporting chronic substance abuse, 7% reporting chronic health conditions and 3% reporting physical disabilities. Of all the homeless people, 12% were veterans.

### 65 Years and Over

The estimated non-institutionalized population 65 and older with a disability is 28,876 or 31% of the total in this age group (See Figure 15). Males 65 to 74 years old have a higher percentage of disabilities as compared to females. Once over the age of 75, females with disabilities outnumber the males (See Figure 16). When broken down by race, the percentage for those ages 65 and older with a disability are: White 31%, Black or African-American 36%, Asian 31%, Hispanic/Latino 34%, and some other race 46%. Nine percent of the older adult population with a disability had an income in the past twelve months that was below the poverty level.

Figure 15

<b>Disability Characteristics for San Mateo County</b>		
<b>Population 18-64 years 456,818</b>	<b>Population With a Disability 23,505</b>	<b>Percentage of Population with a Disability 5.1%</b>
With a hearing difficulty	4,662	1.0%
With a vision difficulty	3,166	0.7%
With a cognitive difficulty	9,829	2.2%
With an ambulatory difficulty	10,507	2.3%
With a self-care difficulty	3,838	0.8%
With an independent living difficulty	7,846	1.7%
<b>Population 65 years and over 92,452</b>	<b>Population With a Disability 28,876</b>	<b>Percentage of Population with a Disability 31.2%</b>
With a hearing difficulty	10,474	11.3%
With a vision difficulty	4,214	4.6%
With a cognitive difficulty	7,727	8.4%
With an ambulatory difficulty	18,463	20.0%
With a self-care difficulty	7,416	8.0%
With an independent living difficulty	14,009	15.2%
Source: 2008-2010 American Community Survey 3-Year Estimates		

Older adults are more likely to suffer from chronic medical conditions such as arthritis, heart disease, diabetes and asthma. Because of these conditions, older adults are

more likely to need assistance with activities of daily living. According to the National Health Interview Survey from 2003-2007, among adults ages 65 year and over, the poorest (those below the poverty level) were approximately twice as likely to need help with ADLs than older adults who were least poor (300% above the poverty level). Older adults were more likely to have 3 to 6 ADLs as opposed to 1-2 ADLs.

Figure 16

<b>Sex by Age Disability Characteristics for San Mateo County</b>		
<b>Age</b>	<b>Males</b>	<b>Females</b>
<b>18 to 34 Years</b>	2,517	1,821
Total Male Pop: 78, 573 Total Female Pop: 74,100	3.2% of male population	2.5% of the female population
<b>35 to 64 years</b>	10,603	8,564
Total Male Pop: 149,137 Total Female Pop: 155,008	7.1% of male population	5.5% of the female population
<b>65 to 74 years</b>	3,984	4,708
Total Male Pop: 21,773 Total Female Pop: 26,447	18.3% of male population	17.8% of the female population
<b>75 years and over</b>	7,123	13,061
Total Male Pop: 17,440 Total Female Pop: 26,792	41.1% of male population	48.7% of the female population
Source: 2008-2010 American Community Survey 3-Year Estimates		

**Targeted Population: Lesbian, Gay and Bisexual and Transgender Questioning Queer (LBTQQ) Population**

According to the Williams Institute, when comparing same-sex couples per 1,000 households, California ranks, 4<sup>th</sup> at 7.8 same-sex couples per 1,000 or 98,153 same-sex couples. When comparing states ranked by percent of same-sex couples identifying as husbands or wives, California is at 29%, with 28,312 same-sex husband/wife couples. There are 69,841 same-sex unmarried partner couples. In a comparison of 25 small U.S. cities with populations below 100,000, Brisbane, the only city in SMC to make the list, ranks 23<sup>rd</sup>. There are 32 same-sex couples per 100,000 in Brisbane.

According to the 2006-2010 ACS 5-Year Estimates, 1% of the households in SMC are unmarried-partner same-sex couples. This would amount to 2,302 households. When comparing the number of unmarried-partner same sex households in SMC by city, the top three cities in San Mateo County with the highest number of same-sex households in descending order are Daly City (307), San Mateo (226), and Pacifica (140). When comparing the percentage of unmarried-partner same-sex households by the total number of households by each city, the top three cities with the highest percentages of

same sex households are Montara (6%), Portola Valley (4%), Brisbane and El Granada tied for third (2%). See Figure 17.

Figure 17

<b>Percentage of Unmarried-Partner Households (Same-Sex) by Households by City (Includes Unincorporated Areas)</b>			
<b>City/Unincorporated Area</b>	<b>Total Households</b>	<b>Same-Sex Households</b>	<b>Percentage</b>
Atherton	2,132	34	1.6%
Belmont	10,347	124	1.2%
Brisbane	1,698	31	1.8%
Broadmoor	1,346	N/A	0.0%
Burlingame	11,526	127	1.1%
Colma	470	N/A	0.0%
Daly City	30,695	307	1.0%
East Palo Alto	7,408	7	0.1%
El Granada	1,920	35	1.8%
Emerald Lake Hills	1,633	16	1.0%
Foster City	11,729	106	0.9%
Half Moon Bay	4,124	53	1.3%
Highlands-Baywood Park	1,475	21	1.4%
Hillsborough	3,650	N/A	0.0%
Ladera	554	N/A	0.0%
La Honda	428	N/A	0.0%
Loma Mar	39	N/A	0.0%
Menlo Park	12,601	63	0.5%
Millbrae	8,111	112	1.4%
Moss Beach	866	50	5.8%
North Fair Oaks	4,056	53	1.3%
Pacifica	13,968	140	1.0%
Pescadero	212	N/A	0.0%
Portola Valley	1,686	69	4.1%
Redwood City	27,801	167	0.6%
San Bruno	14,909	104	0.7%
San Carlos	11,332	15	1.3%
San Mateo	37,705	226	0.6%
South San Francisco	20,831	83	0.4%
West Menlo Park	1,276	19	1.5%
Woodside	1,871	24	1.3%
<b>Total</b>	<b>248,399</b>	<b>1,986</b>	

Source: 2006-2010 American Community Survey 5-Year Estimates (Households and Families)

The San Mateo County Rainbow Community Assessment for SMC's LGBTQQ population was completed in 2000. Key findings included:

- The largest group of respondents resided in Pacifica (36=12%), Redwood City (32=10%) and San Mateo (31=10%).
- Respondents were mostly middle aged. The largest group was 36-50 years old (144=47%) with few older adults (31=10% were 65 years or older).
- Respondents were overwhelmingly European/White (249=81%). There were at least 7 respondents in every ethnic group.
- Most respondents (98%) preferred English.
- Most were home owners as opposed to renters.

LGBTQQ needs that arose from the Rainbow Community assessment will be covered in the Needs Assessment section on page 80.

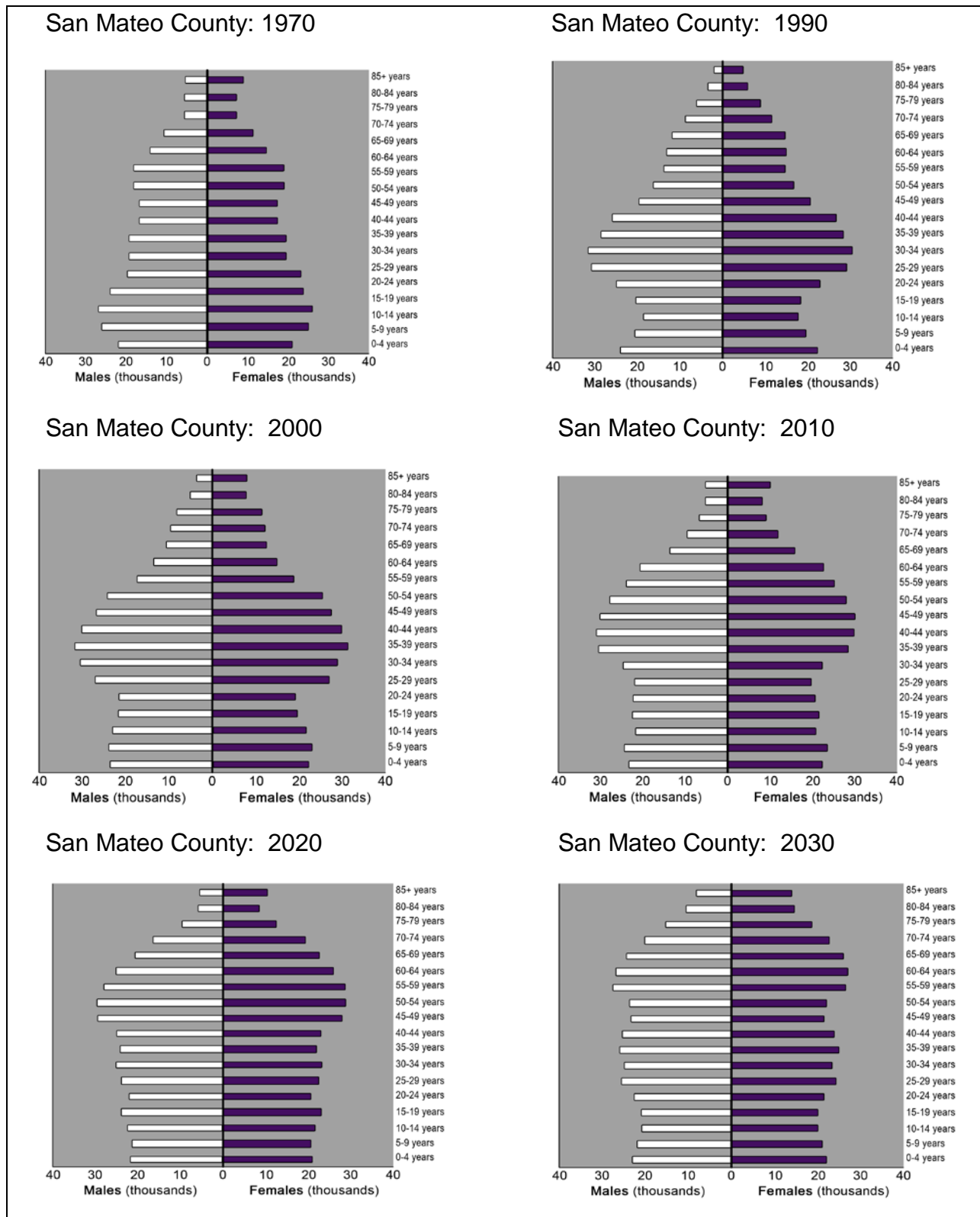
While current specific data for the minority LGBTQQ population in SMC is lacking, the Williams Institute provides information based on the population in California. There are more than 66,000 Asian and Pacific Islanders (API) in California who identify as lesbian, gay or bisexual (LGB) and more than 14,500 APIs in same-sex relationships. Over 1/3 of the API LGBs in same sex relationships nationwide live in California. This is a greater percentage than any other state. In California, over 34% of APIs in same-sex couples are of Filipino descent.

Nearly 1 out of 4 individuals in same-sex couples, or 52,192 are Latino/Latina. Just over 12% of Latino/Latinas in same-sex couples live in California, a greater percentage than any other state. Over 81% of Latinos/Latinas are of Mexican descent. There are an estimated 55,000 African-American LGBs, with approximately 7,400 black men and women in same-sex couples in the State. Slightly fewer than 9% of African-American men and women live in California, second only to New York state. Despite the fact that many LGB same-sex couples have high levels of education when compared different-sex married couples, same-sex couples have household incomes that are lower than different-sex married couples. Also, LGB same-sex couples are less likely to be homeowners.

### ***Planning for Future Demographic Changes***

As this area plan for SMC is dedicated to examining and addressing the future needs of older adults, it is imperative to include discussion of key shifts that are anticipated within the County. Information from the SMC Aging Model: Better Planning for Tomorrow makes projections through 2030. Figure 18 depicts the expected changes in age from 1970 through 2030. The trend over this time period indicates that the population is aging.

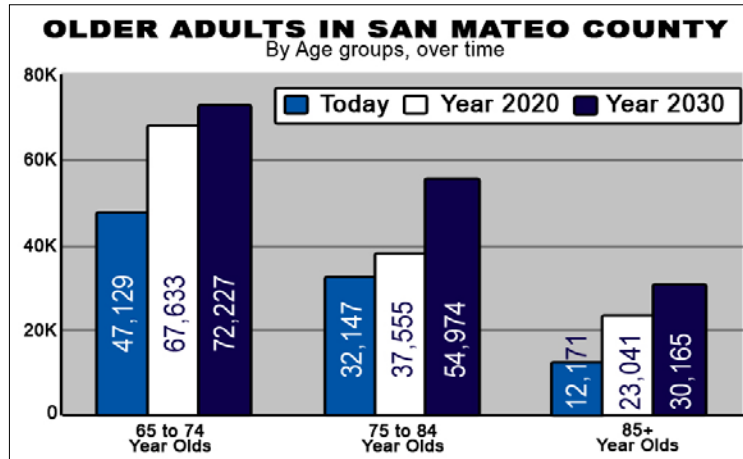
Figure 18 San Mateo County Aging Pyramids



The aging “pyramids” emphasize the need for the County to prepare for the aging boom in 2020 and 2030 where there are increased numbers of individuals over 50 and 55 years old respectively.

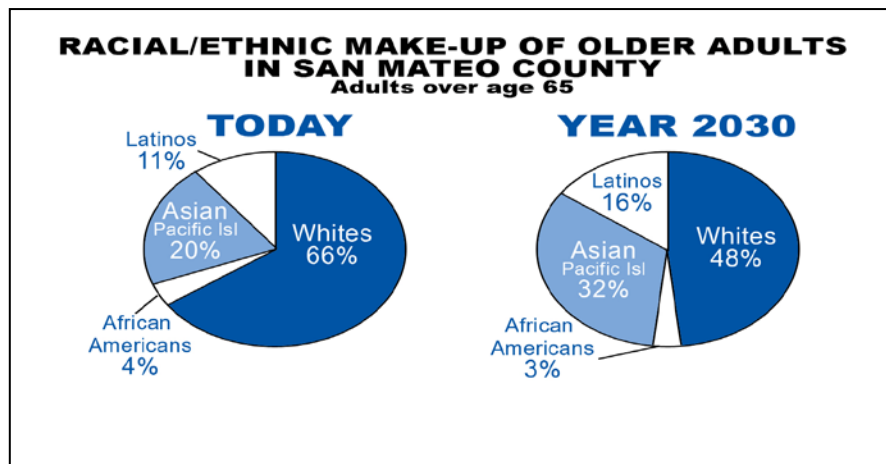
Data indicates that SMC will have 53% more adults between the ages of 65 and 74 by the year 2030 than there are today. The 75 to 84 year old age group will experience a 71% increase by the year 2030. The largest increase will occur in adults over the age of 85 as the number is projected to increase 148% (See Figure 19).

Figure 19



As noted with the population as a whole, the ethnic make up of older adults in the County will also be different in 2020 and 2030 than it is today (See Figure 20). According to the Aging Model, by 2030, minority older adults will outnumber White adults in the County. The largest increases will be in the Latino and Asian older adult populations. In the year 2030 almost one out of every two older adults in the County (76,309) will be either Latino or Asian/Pacific Islander. The percentage of African-American older adults will remain relatively the same over time.

Figure 20



Figures 21 below depicts the changing ethnic make up of SMC from 2000-2050. Adults 65 and older who identify as Asian/Pacific Islander or Latino will experience the greatest growth while those who identify as White will experience an overall decrease over the same 50 year span of time.

Figure 21

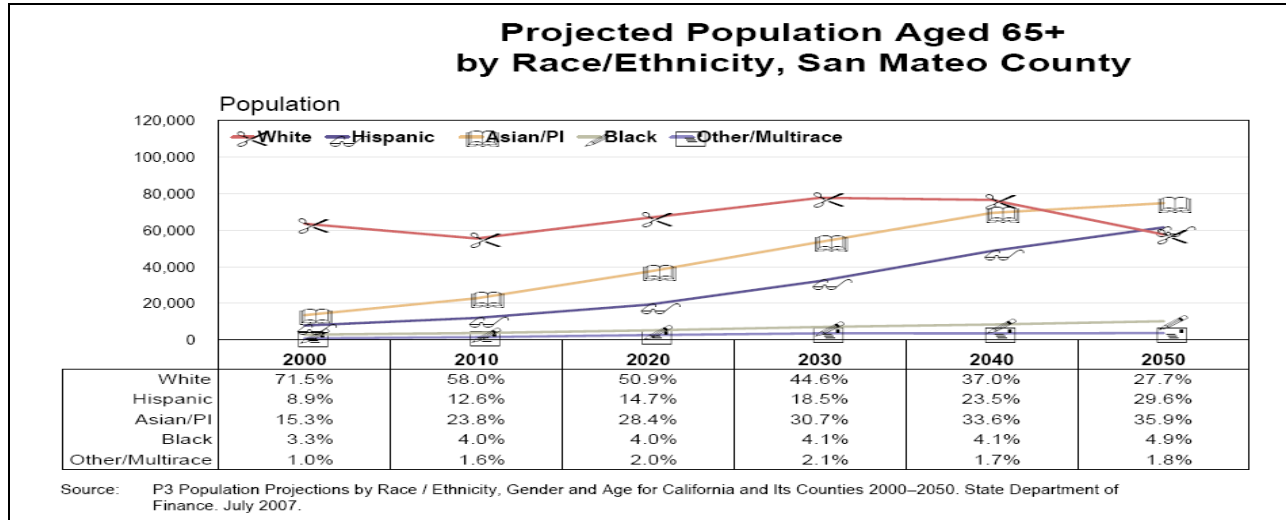
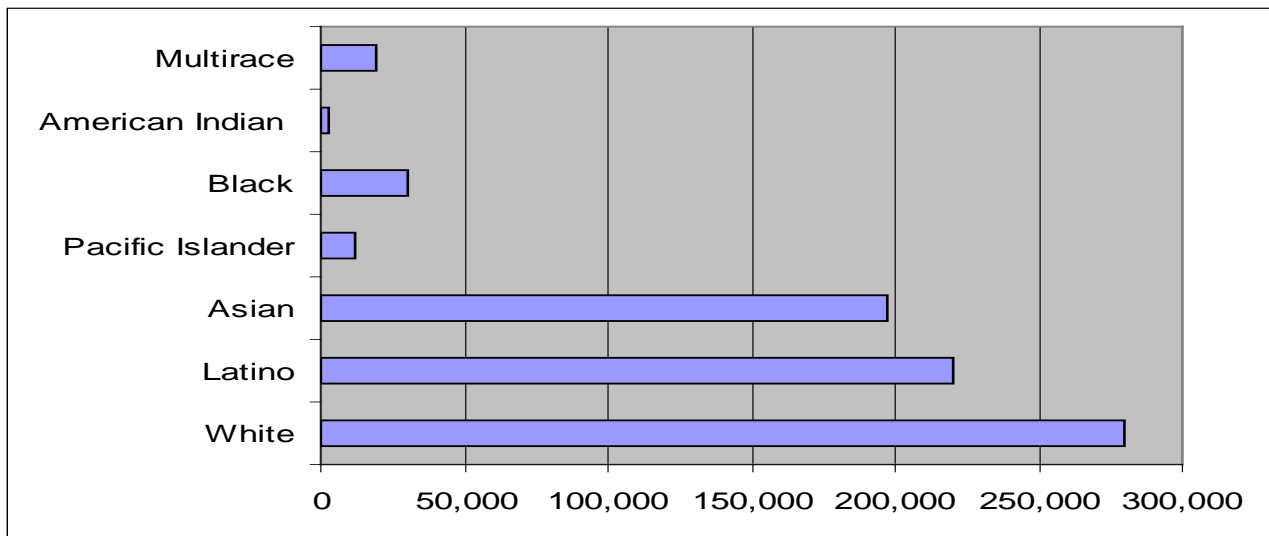


Figure 22 details the California State Department of Finance population projections by race and ethnicity for SMC for 2020. The total population is expected to be 761,455. The breakdown is as follows: White-280,023 (37%); Hispanic/Latino-220,258 (29%); Asian-197,659 (26%), Pacific Islander-11,642 (2%); Black/African-American-30,463 (4%); American Indian 2,351 (0.3%); Multi-race-19,059 (3%). These projections do not yet reflect the results from the 2010 Census. The projections will be revised in 2013 once the Census Bureau releases more data.

Figure 22



### ***Healthy Community Collaborative of San Mateo County***

San Mateo County is a partner in The Healthy Community Collaborative of SMC, which performed a comprehensive and random sample survey in 2008 about health and quality of life issues. Detailed survey findings are contained in the Collaborative's "2011 Community Assessment: Health/Quality of Life in San Mateo County." In light of the Collaborative preparing for their next survey, the Area Plan survey results were presented to the members. Those present included the SMC staff (e.g., SMC Health Officer and the Director of Health, Policy and Planning) and members of the Hospital Consortium of SMC. Members have requested specific data from the Area Plan survey results for their catchment areas. The next survey will be conducted in early 2012, with survey results being available in 2013. Findings from the survey will be included in the Area Plan Update for FY 2013-2014.

The following data is based on projections from the 2011 Community Assessment Health and Quality of Life in SMC County.

#### ***Health Care***

- 17% of those between the ages of 18 and 64 lack health insurance.
- 9% of SMC residents would rate their satisfaction with their health care as fair/poor.

#### ***Risk Factors***

SMC residents have significant health risk factors including:

- 88% exhibit one of more cardiovascular risk factors. Cardiovascular risk factors include physical inactivity, high blood pressure, high cholesterol, lack of physical activity, smoking or being overweight.
- 48% of residents do not participate in regular vigorous activities.
- 32% of residents had been informed more than once that their blood pressure was high.
- 34% of residents had been told that their blood cholesterol level was high.
- 21% of residents are obese.
- A total of 9% of SMC residents are diabetic.

#### ***Health Conditions and Diseases***

The two most common causes of death in SMC are heart disease and cancer. Because most of those deaths are related to lifestyle, they could potentially be prevented. Choices regarding exercise, smoking, diet, consumption of alcohol and drugs, even in one's older adult years, can have a dramatic impact on promoting health and reducing disease.

### ***Cancer***

The leading types of cancer in SMC between 1992-2007 were breast, prostate, lung and colon/rectum. From 2003-2007, the female breast cancer incidence rate for all races was 129 per 100,000. Prostate cancer was the second most prevalent with the incidence rate among males at 151 per 100,000. Lung was the third most prevalent, with incidence rates of 58 (for men) and 45 (for women) per 100,000. Colorectal cancers were the fourth most prevalent at 49 (for men) and 39 (for women) per 100,000.

The incidence of cancer continues to be significantly lower among Asians compared to other race/ethnicities. From 1997 to 2007, the highest rates of cancer occurred among Whites, followed by African-American and Hispanics/Latinos. Although African-Americans continue to have the highest cancer mortality rates, from 1995-2007, overall, cancer mortality has been decreasing for all race and ethnicities.

### ***Heart Disease***

Heart disease remains a leading cause of death in the County. SMC's mortality rate differs by racial/ethnic groups. African-Americans had the highest mortality rate, followed by Whites, Asians and then Latinos.

### ***AIDS***

In SMC, while the percentage rate of among African-Americans living with AIDS continue to decline, the percentages for Latinos are rising. While nearly two-thirds of SMC AIDS cases are in men who have sex with men (MSM), a significant proportion of cases among African-Americans are associated with injection drug use (46%) and a significant proportion of women of all races (44%) were infected through heterosexual sex. The cumulative number of AIDS cases by gender and age were higher for men than women, including those ages 60-64 and 65 years and over.

### ***Mental Health***

Twenty-five percent of SMC residents report that they had experienced depression that lasted two years or more. Depression was defined as having an average of 2 days in the month on which they felt sad, blue or depressed.

### ***Falls***

Falls are a major cause of hospitalization and death, especially for older adults. From 1992-2007, unintentional falls were the second leading cause of injury-related hospitalization. Unintentional falls accounted for 32% of the hospitalizations. Injury related hospitalizations increase with age (See Figure 23).

Figure 23

Injury-Related Hospitalizations by Age Group San Mateo County 1992-2007		
Age Group	Total Hospitalizations	Average Annual Rate Per 100,000 Population
55-64	12,386	102.9
65-74	17,885	218.7
75-84	25,869	483.1
85+	17,165	878.1

From 2000-2008, falls accounted for 20% of the major causes of death due to unintentional injury. It is not known from where the person fell in 65% of the deaths. Slightly more men than women die due to unintentional falls. The death rate due to unintentional falls increases with age (See Figure 24).

Figure 24

Mortality Due to Unintentional Falls by Age San Mateo County 1990-2008		
Age Group	Total Deaths	Rate Per 100,000 Population
65-74	78	8.8
75-84	132	21.6
85+	179	71.6

**Quality of Life**

- Eighteen percent of SMC residents viewed their lifestyle tolerance to be “fair” or “poor”, with the other choices being “excellent”, “very good” and “good”.
- The average score of SMC residents for their personal health status was 63, with the scale being 75 for “very good” and 50 for “good”.
- Thirty-one percent of SMC residents use their doctor as the primary source of health information, with 2011 projection being the first time that the internet (33%) will surpass the doctor as the primary source of information.
- Crime rates (per 100,000) were 285 for a violent crime and 1229 for crimes against property.
- The average score was 71 for the evaluation of neighborhood safety, with scale being 75 for “very good” and 50 for “good”.

## **Unique Resources and Constraints for San Mateo County**

### **Resources**

The Healthy Aging Response Team (HART), a project of the Adults Community Connecting, Education, Service and Support (ACCESS) collaborative, was launched on April 5, 2010 and continues to provide services to the Daly City community. HART is an innovative non-emergency, volunteer-based community initiative that promotes and supports the health and well-being of underserved older adults and adults with disabilities. HART, along with the AAS TIES Line, SMC's 24-hour information and emergency response line, provides a safety-net of protection, information and support for older adults, adults with disabilities, dependent adults and caregivers to assist them in accessing services.

At the inception of HART, 21 volunteers received 30 hours of comprehensive training in February 2010 to answer phone calls from Daly City residents seeking information about services for older adults and adults with disabilities. With the receipt of additional funding to provide a second training, there was a recent search for new HART volunteers that concluded with a screening session for six new volunteers on February 16, 2012. Training was started the following week and will continue through April, 2012. AAS and Behavioral Health and Recovery Services (BHRS) County staff continue to provide training on their specific information and referral services, as well as education on how to respond to callers in need. Since April, 2010, HART has fielded over 650 calls (311 calls in 2011), proving to be a successful and necessary program in San Mateo County. Funding opportunities to sustain the program, as well as to secure a Volunteer Coordinator position, are currently being explored.

In October 2010, a pilot of the 211 system was initiated in SMC. The 211 Bay Area SMC service provides free confidential and multi-lingual information, advocacy, resources and support to connect people to community services 24-hours a day. Due to the success of the pilot, the 211 system was made accessible to the public on February 11, 2011. With the addition of SMC, there are now 12 counties served by the 211 Bay Area network. County residents now have quick and easy access to trained specialists who link them to available health and human services in the community. The Commission on Aging (CoA) and AAS staff were involved in planning the implementation of 211 in SMC. Their input helped define how 211 will interface with the TIES Line.

### **Constraints**

According to the SMC Controller, the County continues to face a large budget deficit despite the best efforts of the Board of Supervisors and departments to streamline services and increase efficiencies. Despite reductions in spending, including the reduction of 126 positions, the County's structural budget deficit is projected to be \$50 million for fiscal year 2011-2012. The deficit does not take into account operational

costs for a proposed new jail, additional costs for projects in the County Facilities Master Plan, increases in retirement contributions costs, health plan premium increases, negotiated increases with nurses and probation officers and group supervisors, and increased costs triggered by funding reductions at the State and federal Level. The County's net assets increased by \$56 million, or 5%. However, unrestricted net assets decreased by \$44 million in funds available for discretionary spending. About 38% of the County's budget is obtained primarily from property taxes collected and revenues from property taxes decreased 4% in FY 2010-2011 from the previous year.

Federal revenues to the State and ultimately the County have been declining since the end of the American Recovery and Reinvestment Act Grants and reductions continue in federal spending for safety net programs. There are continued reductions in discretionary spending by the County as the State shifts responsibility for programs to its counties. These probable ongoing additional costs will cause a long-term drain on the County's financial resources. Another area of concern is the future obligation for employee pensions and benefits. Without a major upswing in the economy, the County may have only have the resources to fund its pension obligations and services mandated by the State and federal government.

The State has continued to reduce funding for Older American's Act funded programs. In addition, the State is experiencing a significant decrease in sales tax and vehicle license tax revenue, which are major funding sources for AAS programs. Similar to AAS programs, the financial projections for many of the city-based and private non-profit agencies providing services for older adults and adults with disabilities continue to be challenging. Revenue for many city-based programs has been reduced and services for older adults are in jeopardy. City and County funding to private non-profits is not keeping up with the costs of operating programs or the increasing need in the community.

As a result of steady decline in revenue, community-based non-profit agencies are spending an increasing amount of their time on fundraising. Even the County has had to aggressively seek out new sources of revenue to support programs that are not mandated, but that have been determined important at the local level. A prime example is the need to raise funds to support the Supplemental Meals on Wheels Program, which provides home-delivered meals for adults under the age of 60. While foundations are willing to provide funding to support programs that serve these populations, they generally provide seed money rather than ongoing program support.

On an individual level, San Mateo County residents continue to be affected by the economy. The recession has decreased consumer spending, new home construction and other consumer dependant industries from levels prior to 2008. The median family income continues to drop. Per capita personal incomes have been decreasing since 2007. With respect to real estate, for residential properties, the overall housing prices have continued to drop as well. As of June 2011, median single-family home prices fell 4% from the previous year. Median condominium prices fell 12% in the same time period. Vacancy rates for office spaces are dropping to 13.5% and the asking rate for space is rising. Applications for public assistance have increased 37% since July 2007.

The County's Core Service Agencies have reported a 76% increase in food and housing assistance in FY 2010-2011 as compared to FY 2007-2008.

When looking at June 2011 data, the unemployment rate for SMC was the second lowest unemployment rate in the State (12.1%) although there are some cities that have much higher rates. According to the United States Department of Labor, for the period of November 2010 to December 2011, the unemployment rate in San Mateo County was 8%, with the labor force numbering 371,273. There were 31,904 unemployed individuals. The unemployment rate is slightly higher than the 7% reported in the FY 2009-2012 Area Plan. According to the State of California Employment Development Department, for the month of December, 2011, the top city in SMC with the highest unemployment rate was East Palo Alto (17%). The second and third highest unemployment rates were in the unincorporated areas of Redwood City (15%), and Daly City (13%).

Looking beyond FY 2011-2012, the County is facing significant challenges in order to address numerous issues that have financial impacts. Issues include health care reform, realignment, jail capacity, pension obligation, facilities and technology infrastructure, business process redesign and exploring new revenue sources.

Aside from the enormous fiscal constraints, challenges around transportation for older adults are increasing. Though the County is served by public transportation, reliance on the private automobile remains prevalent. Historically, older people have lived in areas of older development, including central cities and older suburbs. In SMC, there are still concentrations of older people residing near the spine of development along El Camino Real. In these areas, transit service is available and access to services is reasonably good. However, there are now major concentrations of older people in areas of newer development including areas west of I-280 in the northern part of the County and Foster City. These are areas that are harder to serve with transit, and that are often more distant from important services and shopping.

### ***Description of Challenges by City or Area within the PSA***

**Central and North County:** The North County cities of Daly City and South San Francisco are more closely intertwined with San Francisco and its urban problems than with the rest of SMC. Both have large immigrant populations. These cities have older, diverse neighborhoods and an established downtown.

- **City of San Mateo:** Nineteen percent of the population is Asian and 12% is Hispanic/Latino. The North Central and North Shoreview portions, considered more low-income than other parts of San Mateo, are majority Latino. Thirty-two percent of the population is foreign-born with 42% born in Asia, followed by 38% that were born in Latin America. Forty-two percent speak a language other than English with 20% speaking Spanish and 13% speaking Asian and Pacific Islander languages. Of this population, 20% speaks English less than "very well". In San Mateo, there is a higher percentage of individuals over the age of 65 years old who live alone in comparison to the total county population (e.g., 11% versus 7 % for females and 3% for males).

- **Daly City:** Bordering San Francisco, Daly City's 2010 population is now 101,123 (Source: 2010 US Census). Over 56% of the City's residents are Asian with the largest group (33%) being Filipino. The foreign-born population is 53%, with 72% coming from Asia. Sixty-nine percent speak a language other than English, with 44% of the population speaking Asian and Pacific Islander languages.
- **Foster City:** The percentage of Asians in the city is 45%. Foster City ranks second in the top three cities with the percentage of people over the age of 65 that are below the poverty level. Seventeen percent of the households in Foster City are women over the age of 65 who live alone.
- **South San Francisco:** South San Francisco is an ethnically diverse city of 63,632 persons, of which 37% are Asian. Twenty percent of the population is Filipino. Thirty-four percent of the population is Hispanic/Latino. Forty-four percent of the population is foreign-born. Fifty-nine percent speak a language other than English with 26% speaking Asian and Pacific Islander languages and 25% speaking Spanish.

**South County:** This region is adjacent to Silicon Valley, but is racially, economically, culturally and physically isolated from more affluent neighboring communities such as Palo Alto. South County has the highest concentration of low-income residents in the County and is a main entry point for Latino immigrants.

- **North Fair Oaks:** This entry community is largely populated by immigrants from rural northern Mexico. According to the 2006-2010 ACS 5-Year Survey Estimates, this area's population was 14,270 and 54% were foreign-born, with 67% of this population having entered the country before 2000. Eighty-nine percent of the population was born in Latin America. Sixty-eight percent of the population speaks Spanish, with 43% that speak English less than "very well". Seventeen percent of the households have someone over the age of 65. Forty-eight percent of the 4,056 housing units were renter-occupied. Many units are converted garages with sub-standard toilet, bath, and kitchen facilities.
- **Redwood City:** According to the 2010 Census Demographic Profile, 29,180 or 39% of Redwood City's residents were Latino. This is a 3% increase from 2007. Many Latinos live in the east-side neighborhoods bordering North Fair Oaks. Thirty-two percent of the population is foreign-born and 45% speak a language other than English. Thirty-two percent of the population speaks Spanish.
- **East Palo Alto (EPA):** This City has received national attention due to disparities with its Silicon Valley neighbor (Palo Alto). East Palo Alto has a population of 28,155 (Source: 2010 US Census) and includes a racial mix that is 65% Latino, 17% African-American and 8% Pacific Islander. Most of the population, 25%, has a less than 9<sup>th</sup> grade education and 24% are high school graduates. Fifty-seven percent of the population speaks Spanish.
- **Belle Haven:** A Menlo Park neighborhood bordering East Palo Alto, Belle Haven had 6,095 residents during the 2000 Census, of whom 60% were Latino, 30% were African-American, and 5% were Native Hawaiian and other Pacific Islander. All of the aforementioned groups have higher proportions of people in Belle Haven than in the rest of the County. Similar to East Palo Alto, the Latino population is growing.

Most of the population, 28% attended 9<sup>th</sup> through 12<sup>th</sup> grade but do not have a diploma. Forty-three percent of the population is foreign-born. Sixty-one percent speak a language other than English, with 56% speaking Spanish. Fourteen percent of families were in poverty status.

**Coastside:** The County's most rural area, along the Pacific Ocean, had a population of 30,580 residents, concentrated in the small towns of Half Moon Bay and Pescadero (2005-2009 ACS Survey 5-Year Estimates). Twenty-three percent of the population is Hispanic/Latino. Twenty-six percent of the population speaks a language other than English, with 21% speaking Spanish. Four percent of the population has occupations in farming, fishing, and forestry. The Coastside, a geographically isolated and sparsely populated area from Montara south to the Santa Clara County line, experiences greater transportation challenges than the rest of the county.

## **Service System: Challenges and Successes**

### **AAS Leadership Challenges**

AAS Leadership has identified a number of challenges to the development of a coordinated system for older adults and adults with disabilities in SMC. An overriding issue is the enhancement of the older adults system of care to meet the needs of a projected increase in older adults and vulnerable populations, especially in an environment of decreased state, federal and local funding. Other challenges internal to AAS include issues related to the preparation and implementation of Long-Term Care integration (LTCI) and National Health Care Reform, such as the integration of existing case management software systems. The lack of affordable housing in the Bay Area remains a key resource issue for AAS in serving older adults and adults with disabilities. Providing linguistic and culturally competent services in targeted populations, including Spanish, Chinese, Tagalog and Russian speaking communities is a challenge as well. Other populations seen as needing a safety-net of services are older adults who age out of the prison system and younger, cognitively impaired or mentally ill adults.

### **Community-based Program Challenges**

#### ***Funding***

As detailed earlier in this document, funding is a major challenge for community-based programs. The OAA contractors have uncertain futures because the staff at city-based programs is being reduced due to budget cutbacks. Non-profit providers are facing similar staffing reductions and staff turnover. SMC has seen continued closures of OAA-funded congregate nutrition sites, the most recent being in the cities of Daly City and South San Francisco. Both are in targeted areas due to a high percentage of minority individuals living in those areas (e.g., Asians in Daly City and Latinos in SSF). Programs are experiencing cost increases without additional funding to provide the services. Examples of affected providers are those that provide home-delivered meals. It is becoming more difficult to recruit and retain volunteers because of the high cost of gas. Increases in the cost of daily operations, such as the increased costs of inspection

fees on providers of congregate programs, have resulted in the need to closely examine the reduction of services being provided to clients.

### ***Adult Day Care (ADC)***

In an effort to better support the ADC programs in our PSA, funds were shifted from Alzheimer's Day Care programs which resulted in less categories of funding the providers are able to receive. With this change, programs instituted scholarships for participants to cover their day of service and allowed for more targeting of the participants that need the service the most. The funding for scholarship days are sometimes inadequate to cover a participant for an entire year. Once on the scholarship program, participants are not denied the service because of an inability to donate. The provider is then left to cover the costs of the participants once the OAA-funded scholarships run out. Participant donation amounts tend to be low and the service is expensive to provide.

ADCs are finding it even more important to conduct outreach to get more participants in the program. Although data indicates that the older adult population is increasing, the ADCs are not experiencing large increases in the demand for services. Reasons given by individuals who could benefit from participation in ADC programs but do not attend are varied. Many in the community that might benefit from the services continue to be unaware about the services of ADCs or the new Community-Based Adult Services (CBAS) program. For those that know about the program, cost is a major factor. For those that know about the programs, possible candidates may not want to attend because of the fear of losing independence. Some caregivers may not want to send their family members because it may seem culturally unacceptable.

A new center-based program has been put in place for Adult Day Health Care to address the elimination of Medi-Cal based funding. The new program is part of a Medi-Cal managed care arrangement. In SMC, this program will be managed by the Health Plan of San Mateo (HPSM), a local non-profit health care plan that offers health coverage and a provider network to the County's underserved population. It was discovered that there are clients attending ADHCs in other counties, largely due to the availability of services in other languages, such as Russian. Clients attending ADHCs were assessed by the State to determine eligibility. Under the new CBAS program, there are approximately 25 clients out of 141 who have been deemed by the State as not qualifying for the program. While efforts have been made to look for other programs to fill the void, such as MSSP and IHSS or to fund through OAA ADC/ADHC scholarships, questions remain as to whether those deemed not eligible will be able to have both their social and health needs addressed by the piecing together of services once obtained at a single point of entry.

### ***Serving a Multicultural Community***

SMC is a very multicultural community. While it is an asset to have so many different communities in our County, this may pose a challenge as well. As the population changes, providers are challenged with meeting the needs of diverse communities. The CBO may not have the capacity to provide services or materials in the language(s) of

the communities needing assistance. Translation services may be needed but the cost is prohibitive for some community-based organizations (CBOs).

### ***Priorities in Services***

Challenges for providers include balancing priorities in services. For example, elder abuse cases are often complex and time-consuming. As the number of these cases increase, the Legal Assistance provider can find themselves in the position of needing either to limit the services provided to those clients, or limit intake/appointment slots for other clients. For the Ombudsman program, these cases are too much for the volunteer Ombudsman to handle and require extensive staff time to work on. Staff are having less time to coordinate and support the volunteer Ombudsman with their on-going monitoring of facilities.

### **AAS Leadership Successes**

There continues to be significant progress made towards CareOptions (LTCl) and it is expected to be implemented in 2013. The following major milestones have been reached:

- Beginning February 2010, HPSM became fiscally responsible for the nursing home funding in SMC.
- AAS transitions team consisting of management, supervisors and line staff engaged staff in learning sessions beginning October 2010. The purpose of the learning sessions was to: 1) Create a learning environment regarding LTCl, 2) Enhance opportunities for dialogue, discussion, and planning regarding the implementation of LTCl, 3) Establish a shared understanding and language related to the concept of LTCl, and 4) Engage AAS staff in making LTCl a reality.
- AAS management in collaboration with HPSM, solidified concepts of the LTCl model such as the single point of entry to receive services, the uniform assessment tool that will be used for LTCl, and ideas around care coordination.
- To assist with data sharing, HPSM created a data mart to house client information from the Health System and HPSM. The data mart will aid in running reports to understand individual and aggregate level information for older adults and adults with disabilities in LTCl.
- On February 24, 2012, HPSM submitted a proposal for the California Dual Eligibles Demonstration Project through the Department of Health Care Services. According to the Duals website, the Request for Solutions “promotes coordinated care models that provide seamless access to the full continuum of medical, social, long-term, and behavioral supports and services dual eligibles [individuals who have Medi-Cal and Medicare] need to maintain good health and a high quality of life.” SMC anticipates that it will be selected to be a pilot county to test a coordinated care model.

## **Community-Based Program Successes**

It is difficult to recruit volunteers for the Ombudsman and the HICAP programs because the type of work involved can be difficult. The programs and issues that volunteers work with are complex. However, the volunteer recruitment and training efforts have resulted in an extremely competent and very dedicated core of volunteers, which has enabled the programs to provide the highest quality of service possible.

Most people do not realize that many of the Ombudsman programs throughout the State are not able to maintain a regular presence in all of the long-term care facilities in their county. Facility coverage rates are generally between 65%-80% of the facilities. In SMC, the facility coverage rate is 100% due to the comprehensive facility coverage plan that has facility ratings and identifies priority facilities that are problematic and require multiple monthly or even weekly visits.

The Pro Bono Attorney (volunteer attorneys) and Emeritus Attorney (retired attorneys) programs at the Legal Services provider (Legal Aid Society of San Mateo County) allow legal access to for many older adults who cannot afford an attorney. Many of the Pro-Bono attorneys are from large law firms who provide hundreds of hours of legal services and representation on a variety of cases. The emeritus attorneys also volunteer their services, particularly in areas of their expertise. Extensive coordination of cases and training enables these attorneys to serve more clients, than what Legal Aid staff attorneys would be able to serve. Some of the more complex legal cases benefit from the larger financial resources that large law firms have at their disposal.

The biggest success for the community-based programs is that despite the financial challenges, changes in funding streams, challenges in serving a multicultural community and changes of priorities in service priorities, the programs continue to serve the population in need. Community-based programs are essential to assist individuals in remaining independent and at home for as long as possible. Community providers continue to be an important part of the safety net of services that exist for older adults and adults with disabilities.

**SECTION 7. PUBLIC HEARINGS**

**PSA #8**

At least one public hearing must be held each year of the four-year planning cycle.

CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, OAA 2006 306(a)

<b>Fiscal Year</b>	<b>Date</b>	<b>Location</b>	<b>Number of Attendees</b>	<b>Presented in languages other than English? <sup>1</sup> Yes or No</b>	<b>Was hearing held at a Long-Term Care Facility? <sup>2</sup> Yes or No</b>
2012-13	03/12/12	225 37th Avenue, San Mateo	30	No	No
2013-14	03/11/13	225 37th Avenue, San Mateo	25	No	No
2014-15					
2015-16					

**The following must be discussed at each Public Hearing conducted during the planning cycle:**

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.

A public hearing notice was posted in the San Francisco Examiner, the local newspaper with the highest circulation in San Mateo County, 30 days prior to the hearing. In order to reach the homebound, the notice was delivered to the Home-Delivered Meal participants with their meal 30 days prior to the hearing. The notice was also sent to all contracted Older Americans Act (OAA) providers and the units of local government (city councils) in the service area for PSA 8. In order to reach non-contracted providers and the community at large, the notice was e-mailed to the New Beginning Coalition membership (a group of consumers and providers) and the Commissioners on the Commission on Aging and Commission on Disabilities. In order to reach older adults that may not be connected to OAA programs, especially those that are institutionalized, the notice was sent to senior housing sites, skilled nursing facilities, and residential care facilities for the elderly. The public hearing was announced and the notice was distributed by the Planner at community meetings throughout the month of February.

San Mateo County

2. Were proposed expenditures for Program Development (PD) and Coordination (C) discussed?

Yes. Go to question #3

Not applicable, PD and C funds are not used. Go to question #4

3. Summarize the comments received concerning proposed expenditures for PD and C

An attendee at the hearing asked if the percentage allocated for PD and C was included as part of the remaining 50% of Title IIIB funds that were unallocated after meeting the minimum percentages for adequate proportion funding of Priority Services.

4. Attendees were provided the opportunity to testify regarding setting of minimum percentages of Title III B program funds to meet the adequate proportion funding for Priority Services

Yes. Go to question #5

No, Explain:

5. Summarize the comments received concerning minimum percentages of Title III B funds to meet the adequate proportion funding for priority services.

Questions were answered to clarify about the remaining Title IIIB funds outside of the minimum percentages allocated for Access, In-Home Services and Legal Assistance. There was a question as to whether the minimum percentage allocated for Legal Assistance was the same as FY 12-13. Another question was the total budget for OAA programs. The allocated amounts by program for FY 12-13 were stated.

6. List any other issues discussed or raised at the public hearing.

The need for skilled beds was raised. AAS stated this need is being looked at as part of the Duals Demonstration Pilot.

A public comment received via e-mail stated that older adults' and their caregivers' cultural heritage and any historical trauma may not be captured by the usual demographic data that is gathered. Another comment in the e-mail was that aging single adults is an at-risk group that has received little attention, especially older LGBTQQ individuals. Older single parents, especially single fathers whose children are no longer nearby are at risk of falling into a fragile mental, physical and emotional health. This community may be inappropriately served/underserved. Prevention/early intervention supports for aging adults, especially single adults are needed.

7. Note any changes to the Area Plan which were a result of input by attendees.

Given the nature of comments by attendees regarding the Plan, no major changes were made following the hearing.

**Goal #1**

<b>Promote a Holistic Approach to Health, Well-being, and Safety</b>			
<b>Rationale:</b> As was noted through the Area Plan needs assessment, physical and behavioral health issues disproportionately affect older adults, adults with disabilities, and caregivers. In order to maximize this community’s ability to live independently, PSA 8 will promote a holistic approach to healthy aging in San Mateo County.			
<b>Objective 1.1:</b> <b>The AAA will provide leadership on physical and behavioral health and wellness by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Supporting the community’s capacity to assist older adults, adults with disabilities, and caregivers in maintaining health by supporting programs serving targeted communities.	July 2012 through June 2016		Cont.
(b) Working with the Health Plan of San Mateo on Long-Term Care Integration to improve the health of members, particularly members that are dual eligible (Medi-Cal and Medicare).	July 2012 through June 2016	PD	Cont.
<b>Objective 1.2:</b> <b>The AAA will improve access to behavioral health services through prevention/early detection of disease by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Providing information about community based services, such as the Senior Peer Counseling Program, Adult Day services, and other community-based programs.	July 2012 through June 2016		Cont.
(b) Collaborating with Behavioral Health and Recovery’s (BHRS) Older Adult Committee and the Suicide Prevention Initiative on researching tools for screening depression.	July 2013 through June 2016		Cont.

<b>Objective 1.3:</b> <b>The AAA will continue partnerships and collaborations to improve health, well-being and safety by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Collaborating with BHRS' Older Adult Committee on the planning and implementation of the forum for older adult service providers in 2013.	July 2012 through June 2013	C	Cont.
(b) Collaborating with BHRS' Older Adult Committee on the implementation of a training for older adult service providers on recognizing depression.	July 2014 through June 2016	C	Cont.
(c) Collaborating with BHRS' Health Equity Initiatives in order to ensure that the needs of older adults are included.	July 2012 through June 2016		Cont.
(d) Collaborating with BHRS' Older Adult Committee and the Suicide Prevention Workgroup to integrate with existing work on suicide prevention.	July 2012 through June 2016	PD	Cont.
(e) Collaborating with BHRS and the Public Authority to train IHSS providers on working with clients with mental health conditions and substance abuse issues.	July 2012 through June 2016	C	Cont.
(f) Collaborating with the Active Access Collaborative to ensure the physical activity needs of older adults are included.	July 2012 through June 2016		Cont.
(g) Collaborating with the Fall Prevention Task Force (FPTF) in order to address the fall prevention needs of older adults through the implementation of the FPTF Strategic Plan.	July 2012 through June 2016		Cont.
(h) Continually seeking new partners/collaborators that are working on this issue.	July 2012 through June 2016		Cont.

<b>Objective 1.4:</b> <b>The AAA will promote safety in the community by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Supporting injury prevention activities such as fall prevention and home modification programs.	July 2012 through June 2016		Cont.
(b) Researching evidence-based practices to prevent older adults from having accidents in the home.	July 2012 through June 2016		Cont.
(c) Identifying key areas of concern in the community with respect to safety.	July 2013 through June 2016		Cont.
(d) Collaborating with the Commission on Aging's efforts to support safety in the community, such as the implementation of Silver Alert.	July 2012 through June 2016	C	Cont.
<b>Objective 1.5:</b> <b>The AAA will support Health Promotion by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Mills-Peninsula Health Services will provide 1,960 contacts of health screenings, nutrition counseling/education services, and medication management by appropriately credentialed practitioners, such as nurses, registered dietitians, and pharmacists.	July 2012 through June 2016		Cont.
(b) Assisting OAA funded programs that meet the minimal criteria for evidence-based programs to transition to intermediate and/or highest-level criteria.	July 2013 through June 2016		Cont.
<b>Objective 1.6:</b> <b>The AAA will collaborate on County-wide initiatives that focus on the health of older adults and adults with disabilities by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Exploring opportunities to collaborate with San Mateo County's Health Policy and Planning Division on issues such as Built Environment.	July 2012 through June 2016		Cont.

**Goal #2**

<b>Support Options for Increased Mobility</b>			
<b>Rationale:</b> In San Mateo County, getting around without a car is challenging. Lack of transportation options can lead to poor health outcomes and may lead to isolation. Needs assessment findings show that transportation is a concern for older adults, adults with disabilities and caregivers. Fifty-three percent of the AAA needs assessment respondents do not use public transportation and 28% find public transportation difficult to use. Other community needs assessments of San Mateo County have also found that transportation is an issue for older adults and adults with disabilities.			
<b>Objective 2.1: AAA will promote transportation options older adults and adults with disabilities by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Participating in transportation planning efforts in the community.	July 2012 through June 2016		Cont.
<b>Objective 2.2: AAA will explore partnerships and collaborations to improve transportation options by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Collaborate with New Beginning Coalition (NBC) to engage the local community (including transportation providers) in conceiving new mobility options.	July 2012 through June 2016		Cont.
(b) The New Beginning Coalition (NBC) will host a meeting with transportation/mobility stakeholders to discuss and next steps in addressing mobility needs/issues of older adults, adults with disabilities, and their caregivers .	January 2013 through April 2013		New
(c) Participating in the Senior Mobility Initiative to improve transportation services, resolve service delivery problems, and address the transportation service needs of older adults, adults with disabilities, and their caregivers.	July 2012 through June 2016	C	Cont.
(d) Exploring additional partners/collaborators that are working on this issue and involve them with NBC.	July 2012 through June 2016		Cont.

**Goal #3**

<b>Support Opportunities to Remain Socially Connected to Friends, Family, and Other Activities</b>			
<p><b>Rationale:</b> The policy brief titled “Maintaining the Health of an Aging San Mateo County” states that older adults experience social isolation and have feelings of loneliness as a result of reduced interactions with family and friends and withdraw from social contact. The AAA needs assessment findings indicate 12% of respondents state isolation is a serious problem. Eleven percent state loneliness is a serious problem. In stakeholder forums, isolation/lack of relationships was in the top 5 list of issues/concerns for the clients they serve.</p>			
<b>Objective 3.1: The AAA will advocate for reinventing the traditional senior center by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Utilizing New Beginning Coalition (NBC) meetings to begin discussion about the future needs of senior centers.	July 2012 through June 2013		Completed
(b) Collaborating with the Commission on Aging’s Adopt-a-Senior Center Committee to share best practices, innovative ideas, and provide technical assistance to senior centers.	July 2012 through June 2016	C	Cont.
(c) Identifying naturally occurring public gathering spaces where information and socialization for older adults can occur.	July 2012 through June 2016		Cont.
<b>Objective 3.2: The AAA will explore partnerships and collaborations to increase volunteer opportunities for older adults and adult with disabilities by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Participating and promoting Directors of Volunteers In Agencies (DOVIA).	July 2012 through June 2016		Cont.
(b) Collaborating with Project Search to provide employment training opportunities for young adults with disabilities.	July 2012 through June 2016	PD	Cont.

Objective 3.3: The AAA will support older adults, adults with disabilities, and their caregivers/care partners to remain socially connected by:	Projected Start and End Dates	Title III B Funded PD or C	Status
(a) Assessing and engaging partners/collaborators that are working on this issue that are not currently involved with Aging and Adult Services and/or the NBC.	July 2012 through June 2016		Cont.
(b) Identifying ways to reach out to isolated older adults (i.e. the home-bound, Brown Bag participants, homeless older adults and members of the Lesbian Gay Bisexual Transgender community).	July 2012 through June 2016		Cont.
(c) Promote existing programs and assessing new programs that provide support for caregivers/care partners.	July 2012 through June 2016		Cont.
(d) Researching urban agriculture and community garden opportunities available through the San Mateo County Food System Alliance.	July 2012 through June 2016		Cont.

**Goal #4**

<b>Promote a Community-based System of Care that Supports Independence</b>			
<p><b>Rationale:</b> The policy brief titled “Maintaining the Health of an Aging San Mateo County” states that unless we make significant changes, tomorrow’s older adults will need healthcare and community-based services far beyond what our public and private systems can provide. PSA 8 will promote healthy aging for older adults in San Mateo County, in order to maximize the older adults’ ability to live independently. Consistent with other local needs assessment findings, San Mateo County stakeholder forum findings indicate that service providers and Commission on Aging Commissioners see “Receiving services and benefits” as an issue/concern for the clients they serve or the people they interact with in the community. Thirteen percent of community respondents rated “Obtaining information about services/benefits” as a serious problem and twelve percent of respondents rated “Receiving services/benefits” as a serious problem that affected their quality of life.</p>			
<b>Objective 4.1: The AAA will improve access to services by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Coordinating with the New Beginning Coalition (NBC), the Commission on Aging (CoA) the Commission on Disabilities (CoD), and providers to evaluate current methods of disseminating information to clients and providers.	July 2012 through June 2016		Cont.
(b) Coordinating with the NBC, the CoA, the CoD, and providers to implement strategies to increase awareness about available services in the community for older adults, adults with disabilities, and their caregivers.	July 2012 through June 2016		Cont.
(c) Identifying faith or spiritually-based communities to increase outreach to targeted populations.	July 2012 through June 2016		Cont.
(d) Identifying outreach methods that are effective in engaging private businesses (such as grocery stores) to promote services available in the community.	July 2012 through June 2016		Cont.

(e) Creating avenues to enhance communication among service providers to create an integrated network of services by avoiding duplication of services, resolving service delivery problems, and addressing the service needs of older adults, adults with disabilities, and their caregivers.	July 2012 through June 2016	C	Cont.
(f) Collaborating with the CoA's Community-based Continuum of Care Committee to improve the Network of Care site and usage by providers, older adults, adults with disabilities, and their caregivers.	July 2012 through June 2016	C	Cont.
(g) Collaborating with the Health Plan of San Mateo for an integrated system of care by participation in the Steering Committee.	July 2012 through June 2016	PD	Cont.
(h) Coordinating with the NBC, the CoA, the CoD and providers to improve access, utilization, and delivery of services for older adults, adults with disabilities and their caregivers/care partner.	July 2012 through June 2016	C	Cont.
(i) Identify sites for distribution of the Help at Home information to maximize use in the community.	July 2012 through June 2016		Cont.
<b>Objective 4.2: The AAA will explore the financial needs of older adults and adults with disabilities by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Collaborating with the CoA to provide information to the community on financial wellness.	July 2013 through June 2016	C	Cont.
<b>Objective 4.3: The AAA will explore the needs of the community in long-term care facilities by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Developing and implementing a survey in collaboration with the Ombudsman Program.	July 2012 through June 2013	C	Cont.

(b) Identifying objectives and activities based on the long-term care needs assessment.	July 2012 through June 2016		Cont.
<b>Objective 4.4: The AAA will educate and increase awareness about elder abuse prevention by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Collaborating with the CoA Adult Abuse Prevention Committee on an elder abuse prevention project (i.e. presentations, participation in community events, etc.).	July 2012 through June 2016	C	Cont.
(b) Collaborating with the CoA Adult Abuse Prevention Committee, Behavioral Health and Recovery Services' Older Adult Committee, and the Hoarding Task Force to determine ways to address hoarding in the community.	July 2013 through June 2016	C	Cont.
(c) Increasing the membership of the CoA Adult Abuse Prevention Committee.	July 2012 through June 2016		Cont.
<b>Objective 4.5: The AAA will promote a community-based system of care that supports independence by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Assessing partners/collaborators that are interested in the development of the system and are not currently involved with Aging and Adult Services and/or the NBC.	July 2012 through June 2016		Cont.
(b) Holding a networking meeting with organizations working with older adults to expand and integrate the older adult system of care.	July 2012 through June 2016		Cont.

**Goal #5**

<b>Promote Cultural Competence throughout the Service Planning and Delivery System</b>			
<p><b>Rationale:</b> In order to effectively serve our increasingly diverse community, San Mateo County is in need of a system of services that is sensitive to language, culture, gender, and sexual orientation and the needs of adults with disabilities. While many agencies have made progress towards this goal, it is important that this issue be addressed from a system perspective. The network must ensure that our service-delivery system is capable of meeting the needs of our future generations of older adults and adults with disabilities by ensuring its evolution towards one that is culturally competent at all levels of the system.</p>			
<b>Objective 5.1: The AAA will promote cultural competence in the service delivery system by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Developing a cultural competency toolkit for service providers in collaboration with New Beginning Coalition's (NBC) Cultural Competence Committee.	July 2012 through June 2016	C	Cont.
(b) Offering cultural competence support to other Area Plan workgroups in collaboration with NBC's Cultural Competence Committee.	July 2012 through June 2016		Cont.
(c) Continuing discussion with Behavioral Health and Recovery Services (BHRS) about implementing a training for Aging and Health Services staff and/or contractors in order to increase awareness of specific needs about Lesbian, Gay, Bisexual, Transgender (LGBT) older adults.	July 2013 through June 2016		Cont.
(d) Identifying partners/collaborators that are working on this issue that are not currently involved with Aging and Adult Services and/or the NBC.	July 2012 through June 2016		Cont.
(e) Identifying cultural competence trainings being provided in the community by providers that were not included in the Cultural Competence Committee survey.	July 2012 through June 2016		Cont.

<b>Objective 5.1: The AAA will promote cultural competence in the service delivery system by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(f) Exploring including language about cultural competence in the Older Americans Act contracts.	July 2012 through June 2016		Cont.
<b>Objective 5.2: The AAA will seek to increase the visibility of underrepresented communities by:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Status</b>
(a) Collaborating with PRIDE on assessing how the community at large can become knowledgeable about the history of the LGBT community (i.e. through a panel discussion, placement of a Rainbow table and/or posters at senior centers, and activities during Pride Month).	July 2012 through June 2016	C	Cont.

# Sections 10: Service Unit Plan (SUP) Objectives

## San Mateo County Area Plan 2012-2016



**SECTION 10 - SERVICE UNIT PLAN (SUP) OBJECTIVES**

**PSA 8**

**TITLE III/VII SERVICE UNIT PLAN OBJECTIVES  
CCR Article 3, Section 7300(d)**

**1. Personal Care (In-Home)**

**Unit of Service = 1 hour**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	N/A		
2013-2014	N/A		
2014-2015			
2015-2016			

**2. Homemaker**

**Unit of Service = 1 hour**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers(if applicable)
2012-2013	N/A		
2013-2014	N/A		
2014-2015			
2015-2016			

**3. Chore**

**Unit of Service = 1 hour**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	N/A		
2013-2014	N/A		
2014-2015			
2015-2016			

**4. Home-Delivered Meal**

**Unit of Service = 1 meal**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	138,308	1, 4	
2013-2014	135,810	1, 4	
2014-2015			
2015-2016			

**5. Adult Day Care/Adult Day Health**

**Unit of Service = 1 hour**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	2,747	1, 3, 4	
2013-2014	2,747	1, 3, 4	
2014-2015			
2015-2016			

**6. Case Management**

**Unit of Service = 1 hour**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	1,815	1, 4	
2013-2014	N/A		
2014-2015			
2015-2016			

**7. Assisted Transportation**

**Unit of Service = 1 one-way trip**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers(if applicable)
2012-2013	N/A		
2013-2014	N/A		
2014-2015			
2015-2016			

**8. Congregate Meals**

**Unit of Service = 1 meal**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	117,000	1, 2, 4	
2013-2014	119,200	1, 2, 4	
2014-2015			
2015-2016			

**9. Nutrition Counseling**

**Unit of Service = 1 session per participant**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	50	1, 4	
2013-2014	50	1, 4	
2014-2015			
2015-2016			

**10. Transportation**

**Unit of Service = 1 one-way trip**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	56,511	2	
2013-2014	80,956	2	
2014-2015			
2015-2016			

**11. Legal Assistance**

**Unit of Service = 1 hour**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	7,000	4	
2013-2014	3,749	4	
2014-2015			
2015-2016			

**12. Nutrition Education**

**Unit of Service = 1 session per participant**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	36,061	1, 4	
2013-2014	9,353	1, 4	
2014-2015			
2015-2016			

**13. Information and Assistance**

**Unit of Service = 1 contact**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers(if applicable)
2012-2013	N/A		
2013-2014	24,203		
2014-2015			
2015-2016			

**14. Outreach**

**Unit of Service = 1 contact**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers(if applicable)
2012-2013	N/A		
2013-2014	N/A		
2014-2015			
2015-2016			

**15. NAPIS Service Category – “Other” Title III Services**

**Title III B, Other Supportive Services**

**Service Category: Peer Counseling (in-home)**

**Unit of Service = One hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	1,500	1, 3	
2013-2014	0	0	
2014-2015			
2015-2016			

**Service Category: Employment**

**Unit of Service = One Activity**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	1,800	4	
2013-2014	4,368		
2014-2015			
2015-2016			

**Service Category: Public Information**

**Unit of Service = One Activity**

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers (if applicable)
2012-2013	2	4	4.1
2013-2014	N/A		
2014-2015			
2015-2016			

**16. Title III D Health Promotion**

**Unit of Service = 1 contact**

**Service Activities:** health screenings and education on preventative health services

Fiscal Year	<b>Proposed</b> Units of Service	Goal Numbers	Objective Numbers(if applicable)
2012-2013	1,960	1	1.5
2013-2014	1,960	1	1.5
2014-2015			
2015-2016			

**Title III D Medication Management**

**Units of Service = 1 Contact**

Fiscal Year	<b>Proposed</b> Units of Service	Program Goal Number	Objective Numbers (required)
2012-2013	N/A		
2013-2014	N/A		
2014-2015			
2015-2016			

**TITLE III B and Title VII A:**

**LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES**  
**2012–2016 Four-Year Planning Cycle**

As mandated by the Older Americans Act, the mission of the LTC Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of LTC facilities with the goal of enhancing the quality of life and care of residents.

**Outcome 1. The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. [OAA Section 712(a)(3),(5)]**

**Measures and Targets:**

**A. Complaint Resolution Rate** (AoA Report, Part I-E, Actions on Complaints)

The average California complaint resolution rate for FY 2009-2010 was 73%.

<p>1. FY 2010-2011 Baseline Resolution Rate: <u>88%</u></p> <p>Number of complaints resolved 1148 + Number of partially resolved complaints 657 divided by the Total Number of Complaints Received 2048 = Baseline Resolution Rate 88%</p>
<p>2. FY 2012-2013 Target: Resolution Rate <u>80%</u></p>
<p>3. FY 2011-2012 AoA Resolution Rate <u>80%</u> FY 2013-2014 Target: Resolution Rate <u>80%</u></p> <p>Number of complaints resolved 572 + Number of partially resolved complaints 343 divided by the Total Number of Complaints Received 1,146 = Resolution Rate 80%</p>
<p>4. FY 2012-2013 AoA Resolution Rate ___% FY 2014-2015 Target: Resolution Rate ___%</p> <p>Number of complaints resolved ___ + Number of partially resolved complaints ___ divided by the Total Number of Complaints Received ___ = Resolution Rate 80%</p>
<p>5. FY 2013-2014 AoA Resolution Rate ___% FY 2015-2016 Target: Resolution Rate ___%</p> <p>Number of complaints resolved ___ + Number of partially resolved complaints ___ divided by the Total Number of Complaints Received ___ = Resolution Rate 80%</p>
<p>Program Goals and Objective Numbers: 4</p>

**B. Work with Resident Councils** (AoA Report, Part III-D, #8)

FY 2010-2011 Baseline: number of meetings attended <u>60</u>
2. FY 2012-2013 Target: <u>50</u>
3. FY 2011-2012 AoA Data: <u>53</u> FY 2013-2014 Target: <u>50</u>
4. FY 2012-2013 AoA Data: ____ FY 2014-2015 Target: ____
5. FY 2013-2014 AoA Data: ____ FY 2015-2016 Target: ____
Program Goals and Objective Numbers: 4

**C. Work with Family Councils** (AoA Report, Part III-D, #9)

1. FY 2010-2011 Baseline: number of meetings attended <u>5</u>
2. FY 2012-2013 Target: number <u>5</u>
3. FY 2011-2012 AoA Data: <u>8</u> FY 2013-2014 Target: <u>5</u>
4. FY 2012-2013 AoA Data: ____ FY 2014-2015 Target: ____
5. FY 2013-2014 AoA Data: ____ FY 2015-2016 Target: ____
Program Goals and Objective Numbers: 4

**D. Consultation to Facilities** (AoA Report, Part III-D, #4) Count of instances of ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Consultation may be accomplished by telephone, letter, email, fax, or in person.

1. FY 2010-2011 Baseline: number of consultations <u>561</u>
2. FY 2012-2013 Target: <u>350</u>
3. FY 2011-2012 AoA Data: <u>138</u> FY 2013-2014 Target: <u>140</u>
4. FY 2012-2013 AoA Data: ____ FY 2014-2015 Target: ____
5. FY 2013-2014 AoA Data: ____ FY 2015-2016 Target: ____
Program Goals and Objective Numbers: 4

**E. Information and Consultation to Individuals** (AoA Report, Part III-D, #5) Count of instances of ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Consultation may be accomplished by telephone, letter, email, fax, or in person.

1. FY 2010-2011 Baseline: number of consultations <u>567</u>
2. FY 2012-2013 Target: <u>450</u>
3. FY 2011-2012 AoA Data: <u>382</u> FY 2013-2014 Target: <u>400</u>
4. FY 2012-2013 AoA Data: ____ FY 2014-2015 Target: ____
5. FY 2013-2014 AoA Data: ____ FY 2015-2016 Target: ____
Program Goals and Objective Numbers: 4

**F. Community Education** (AoA Report, Part III-D, #10) LTC Ombudsman Program participation in public events planned to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants.

1. FY 2010-2011 Baseline: number of sessions <u>36</u>
2. FY 2012-2013 Target: <u>35</u>
3. FY 2011-2012 AoA Data: <u>19</u> FY 2013-2014 Target: <u>15</u>
4. FY 2012-2013 AoA Data: ____ FY 2014-2015 Target: ____
5. FY 2013-2014 AoA Data: ____ FY 2015-2016 Target: ____
Program Goals and Objective Numbers: 4

**G. Systems Advocacy**

Systems Advocacy can include efforts to improve conditions in one LTC facility or can be county-wide, State-wide, or even national in scope. (Examples: Work with LTC facilities to improve pain relief or increase access to oral health care, work with law enforcement entities to improve response and investigation of abuse complaints, collaboration with other agencies to improve LTC residents' quality of care and quality of life, participation in disaster preparedness planning, participation in legislative advocacy efforts related to LTC issues, etc.)

<b>Systemic Advocacy Effort(s)</b>  The provider will continue its efforts to reduce the misuse of antipsychotic drugs in the nursing homes. In addition they will continue to advocate for facilities to move away from the institutional medical model towards providing resident focused care for their residents.
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**Outcome 2. Residents have regular access to an Ombudsman. [(OAA Section 712(a)(3)(D), (5)(B)(ii)]**

**Measures and Targets:**

**A. Facility Coverage (other than in response to a complaint), (AoA Report, Part III-D, #6)**

Percentage of nursing facilities within the PSA that were visited by an ombudsman representative at least once each quarter **not** in response to a complaint. The percentage is determined by dividing the number of nursing facilities in the PSA that were visited at least once each quarter not in response to a complaint by the total number of nursing facilities in the PSA. NOTE: This is not the total number of visits per year. In determining the number of facilities visited for this measure, no nursing facility can be counted more than once.

<p>1. FY 2010-2011 Baseline: <u>84%</u></p> <p>Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>16</u> divided by the number of Nursing Facilities <u>17</u>.</p>
<p>2. FY 2012-2013 Target: 100%</p>
<p>3. FY 2011-2012 AoA Data: <u>100%</u> FY 2013-2014 Target: <u>100%</u></p> <p>Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>18</u> divided by the number of Nursing Facilities <u>18</u>.</p>
<p>4. FY 2012-2013 AoA Data: ___% FY 2014-2015 Target: ___%</p> <p>Number of Nursing Facilities visited at least once a quarter not in response to a complaint ___ divided by the number of Nursing Facilities ___.</p>
<p>5. FY 2013-2014 AoA Data: ___ % FY 2015-2016 Target: ___%</p> <p>Number of Nursing Facilities visited at least once a quarter not in response to a complaint ___ divided by the number of Nursing Facilities ___.</p>
<p>Program Goals and Objective Numbers: 4</p>

**B. Facility Coverage (other than in response to a complaint)** (AoA Report, Part III-D, #6)

Percentage of RCFEs within the PSA that were visited by an ombudsman representative at least once each quarter during the fiscal year **not** in response to a complaint. The percentage is determined by dividing the number of RCFEs in the PSA that were visited at least once each quarter not in response to a complaint by the total number of RCFEs in the PSA. NOTE: This is not the total number of visits per year. In determining the number of facilities visited for this measure, no RCFE can be counted more than once.

<p>1. FY 2010-2011 Baseline: <u>91%</u></p> <p>Number of RCFEs visited at least once a quarter not in response to a complaint <u>295</u> divided by the number of RCFEs <u>322</u>.</p>
<p>2. FY 2012-2013 Target: <u>100%</u></p>
<p>3. FY 2011-2012 AoA Data: <u>100</u> % FY 2013-2014 Target: <u>100%</u></p> <p>Number of RCFEs visited at least once a quarter not in response to a complaint <u>260</u> divided by the number of RCFEs <u>260</u>.</p>
<p>4. FY 2012-2013 AoA Data: ___ % FY 2014-2015 Target: ___ %</p> <p>Number of RCFEs visited at least once a quarter not in response to a complaint ___ divided by the number of RCFEs ___.</p>
<p>5. FY 2013-2014 AoA Data: ___ % FY 2015-2016 Target: ___%</p> <p>Number of RCFEs visited at least once a quarter not in response to a complaint ___ divided by the number of RCFEs ___.</p>
<p>Program Goals and Objective Numbers: 4</p>

**C. Number of Full-Time Equivalent (FTE) Staff** (AoA Report Part III. B.2. - Staff and Volunteers)

(One FTE generally equates to 40 hours per week or 1,760 hours per year) This number may only include staff time legitimately charged to the LTC Ombudsman Program. For example, the FTE for a staff member who works in the Ombudsman Program 20 hours a week should be 0.5. Time spent working for or in other programs may not be included in this number.

Verify number of staff FTEs with Ombudsman Program Coordinator.

1. FY 2010-2011 Baseline: FTEs <u>5.6</u>
2. FY 2012-2013 Target: <u>5</u> FTEs
3. FY 2011-2012 AoA Data: <u>5</u> FTEs FY 2013-2014 Target: <u>5</u> FTEs
4. FY 2012-2013 AoA Data: ___ FTEs FY 2014-2015 Target: ___ FTEs
5. FY 2013-2014 AoA Data: ___ FTEs FY 2015-2016 Target: ___ FTEs
Program Goals and Objective Numbers: 4

**D. Number of Certified LTC Ombudsman Volunteers** (AoA Report Part III. B.2. – Staff and Volunteers)

Verify numbers of volunteers with Ombudsman Program Coordinator.

1. FY 2010-2011 Baseline: Number of certified LTC Ombudsman volunteers as of June 30, 2010: <u>45</u>
2. FY 2012-2013 Projected Number of certified LTC Ombudsman volunteers as of June 30, 2013 <u>54</u> .
3. FY 2011-2012 AoA Data: <u>48</u> certified volunteers  FY 2013-2014 Projected Number of certified LTC Ombudsman volunteers as of June 30, 2014 <u>45</u>
4. FY 2012-2013 AoA Data: ____ certified volunteers  FY 2014-2015 Projected Number of certified LTC Ombudsman volunteers as of June 30, 2015 ____
5. FY 2013-2014 AoA Data: ____ certified volunteers  FY 2015-2016 Projected Number of certified LTC Ombudsman volunteers as of June 30, 2016 ____
Program Goals and Objective Numbers: 4

**Outcome 3. Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [OAA Section 712(c)]**

**Measures and Targets:**

**A.** At least once each fiscal year, the Office of the State Long-Term Care Ombudsman sponsors free training on each of four modules covering the reporting process for the National Ombudsman Reporting System (NORS). These trainings are provided by telephone conference and are available to all certified staff and volunteers. Local LTC Ombudsman Programs retain documentation of attendance in order to meet annual training requirements.

1. FY 2010-2011 Baseline number of Ombudsman Program staff and volunteers who attended NORS Training Parts I, II, III and IV: 45 ombudsmen attended 1 two hour training session on part of the NORS training. We did not complete all training parts.
2. FY 2012-2013 Target: number of Ombudsman Program staff and volunteers attending NORS Training Parts I, II, III and IV: 54
3. FY 2011-2012 number of Ombudsman Program staff and volunteers who attended NORS Training Parts I, II, III, and IV <u>50</u> FY 2013-2014 Target <u>50</u>
4. FY 2012-2013 number of Ombudsman Program staff and volunteers who attended NORS Training Parts I, II, III, and IV _____ FY 2014-2015 Target _____
5. FY 2013-2014 number of Ombudsman Program staff and volunteers who attended NORS Training Parts I, II, III, and IV _____ FY 2015-2016 Target: _____
Program Goals and Objective Numbers: 4

**TITLE VII B ELDER ABUSE PREVENTION**

**SERVICE UNIT PLAN OBJECTIVES**

**Units of Service: AAA must complete at least one category from the Units of Service below.**

Units of Service categories include public education sessions, training sessions for professionals, training sessions for caregivers served by a Title III E Family Caregiver Support Program, educational materials distributed, and hours of activity spent developing a coordinated system which addresses elder abuse prevention, investigation, and prosecution.

When developing targets for each fiscal year, refer to data reported on the Elder Abuse Prevention Quarterly Activity Reports. Set realistic goals based upon the prior year's numbers and the resources available.

AAAs must provide one or more of the service categories below. NOTE: The number of sessions refers to the number of presentations and not the number of attendees

- **Public Education Sessions** – Please indicate the total number of projected education sessions for the general public on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Professionals** – Please indicate the total number of projected training sessions for professionals (service providers, nurses, social workers) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Caregivers Served by Title III E** – Please indicate the total number of projected training sessions for unpaid family caregivers who are receiving services under Title III E of the Older Americans Act (OAA) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. OAA 302(3) 'Family caregiver' means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.
- **Hours Spent Developing a Coordinated System to Respond to Elder Abuse** – Please indicate the number of hours to be spent developing a coordinated system to respond to elder abuse. This category includes time spent coordinating services provided by the AAA or its contracted service provider with services provided by Adult Protective Services, local

law enforcement agencies, legal services providers, and other agencies involved in the protection of elder and dependent adults from abuse, neglect, and exploitation.

- **Educational Materials Distributed** – Please indicate the type and number of educational materials to be distributed to the general public, professionals, and caregivers (this may include materials that have been developed by others) to help in the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Number of Individuals Served** – Please indicate the total number of individuals expected to be reached by any of the above activities of this program.

**TITLE VIIB ELDER ABUSE PREVENTION**

**SERVICE UNIT PLAN OBJECTIVES**

<b>Fiscal Year</b>	<b>Total # of Public Education Sessions</b>
2012-13	10
2013-14	9
2014-15	
2015-16	

<b>Fiscal Year</b>	<b>Total # of Training Sessions for Professionals</b>
2012-13	
2013-14	
2014-15	
2015-16	

<b>Fiscal Year</b>	<b>Total # of Training Sessions for Caregivers served by Title III E</b>
2012-13	
2013-14	
2014-15	
2015-16	

<b>Fiscal Year</b>	<b>Total # of Hours Spent Developing a Coordinated System</b>
2012-13	
2013-14	
2014-15	
2015-16	

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2012-2013	600	Help at Home booklet, Aging and Adult Services Booklet, TIES Line material, hoarding educational material, elder abuse booklets, and crime prevention booklets.
2013-2014	800	Help at Home booklet, Aging and Adult Services Booklet, TIES Line material, hoarding educational material, elder abuse booklets, and crime prevention booklets.
2014-2015		
2015-2016		

Fiscal Year	Total Number of Individuals Served
2012-2013	750
2013-2014	
2014-2015	
2015-2016	

**TITLE III E SERVICE UNIT PLAN OBJECTIVES**

**CCR Article 3, Section 7300(d)**

**2012–2016 Four-Year Planning Period**

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This Service Unit Plan (SUP) utilizes the five broad federally-mandated service categories defined in PM 11-11. Refer to the CDA Service Categories and Data Dictionary Revisions Effective July 1, 2011 for eligible activities and service unit measures. Specify proposed audience size or units of service for ALL budgeted funds.

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**Direct and/or Contracted III E Services**

<b>CATEGORIES</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Family Caregiver Services</b> <b>Caring for Elderly</b>	<b><i>Proposed</i></b> <b>Units of Service</b>	<b><i>Required</i></b> <b>Goal #(s)</b>	<b><i>Optional</i></b> <b>Objective #(s)</b>
<b>Information Services</b>	<b># of activities and</b> <b>Total est. audience for above</b>		
2012-2013	# of activities: 62 Total est. audience for above: 6,200	1	
2013-2014	# of activities: 62 Total est. audience for above: 8,623	1	
2014-2015	# of activities: Total est. audience for above:		
2015-2016	# of activities: Total est. audience for above:		

<b>Access Assistance</b>	<b>Total contacts</b>		
2012-2013	738	1	
2013-2014	738	1	
2014-2015			
2015-2016			
<b>Support Services</b>	<b>Total hours</b>		
2012-2013	841	1	
2013-2014	841	1	
2014-2015			
2015-2016			
<b>Respite Care</b>	<b>Total hours</b>		
2012-2013	880	1	
2013-2014	880	1	
2014-2015			
2015-2016			
<b>Supplemental Services</b>	<b>Total occurrences</b>		
2012-2013	53	1	
2013-2014	83	1	
2014-2015			
2015-2016			

**Direct and/or Contracted III E Services**

<b>Grandparent Services</b>	<i>Proposed</i>	<i>Required</i>	<i>Optional</i>
<b>Caring for Children</b>	<b>Units of Service</b>	<b>Goal #(s)</b>	<b>Objective #(s)</b>
<b>Information Services</b>	<b># of activities and Total est. audience for above</b>		
2012-2013	# of activities: 57 Total est. audience for above: 5,700	1	
2013-2014	# of activities: 57 Total est. audience for above: 2,352	1	
2014-2015	# of activities: Total est. audience for above:		
2015-2016	# of activities: Total est. audience for above:		
<b>Access Assistance</b>	<b>Total contacts</b>		
2012-2013	1,550	1	
2013-2014	1,550	1	
2014-2015			
2015-2016			
<b>Support Services</b>	<b>Total hours</b>		
2012-2013	1,000	1	
2013-2014	1,000	1	
2014-2015			
2015-2016			

<b>Respite Care</b>	<b>Total hours</b>		
2012-2013	550	1	
2013-2014	531	1	
2014-2015			
2015-2016			
<b>Supplemental Services</b>	<b>Total occurrences</b>		
2012-2013	100	1	
2013-2014	119	1	
2014-2015			
2015-2016			

**SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)**

List all SCSEP monitor sites (contract or direct) where the AAA provides services within the PSA (Please add boxes as needed)

Location/Name (AAA office, One Stop, Agency, etc): N/A
Street Address:
Name and title of all SCSEP staff members (paid and participant):
Number of paid staff _____ Number of participant staff _____
How many participants are served at this site?

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)**

**SERVICE UNIT PLAN**

**CCR Article 3, Section 7300(d)**

**MULTIPLE PSA HICAPs:** If you are a part of a multiple PSA HICAP where two or more AAAs enter into agreement with one “Managing AAA,” then each AAA must enter State and federal performance target numbers in each AAA’s respective SUP. Please do this in cooperation with the Managing AAA. The Managing AAA is responsible for providing HICAP services in the covered PSAs in a way that is agreed upon and equitable among the participating parties.

**HICAP PAID LEGAL SERVICES:** Complete Section 3 if your Master Contract contains a provision for using HICAP funds to provide HICAP Legal Services.

**STATE & FEDERAL PERFORMANCE TARGETS:** The Centers for Medicare and Medicaid Services (CMS) requires all State Health Insurance Assistance Programs (SHIP) to meet certain targeted performance measures. To help AAAs complete the Service Unit Plan, CDA will annually provide AAAs with individual PSA state and federal performance measure targets.

**Section 1. Primary HICAP Units of Service**

<b>Fiscal Year (FY)</b>	<b>1.1 Estimated Number of Unduplicated Clients Counseled</b>	<b>Goal Numbers</b>
2012-2013	1,293	1
2013-2014	1,369	1
2014-2015		
2015-2016		

**Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.**

<b>Fiscal Year (FY)</b>	<b>1.2 Estimated Number of Public and Media Events</b>	<b>Goal Numbers</b>
2012-2013	70	4
2013-2014	78	4
2014-2015		
2015-2016		

**Note: Public and Media events include education/outreach presentations, booths/exhibits at health/senior fairs, and enrollment events, excluding public service announcements and printed outreach.**

**Section 2: Federal Performance Benchmark Measures**

<b>Fiscal Year (FY)</b>	<b>2.1 Estimated Number of Contacts for all Clients Counseled</b>	<b>Goal Numbers</b>
2012-2013	3,023	1
2013-2014	7,607	1
2014-2015		
2015-2016		

**Note:** This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) for duplicated client counts.

<b>Fiscal Year (FY)</b>	<b>2.2 Estimated Number of Persons Reached at Public and Media Events</b>	<b>Goal Numbers</b>
2012-2013	3,771	4
2013-2014	6,500	4
2014-2015		
2015-2016		

**Note:** This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations either in person or via webinars, TV shows or radio shows, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements (PSAs) and printed outreach materials.

<b>Fiscal Year (FY)</b>	<b>2.3 Estimated Number of contacts with Medicare Status Due to a Disability Contacts</b>	<b>Goal Numbers</b>
2012-2013	282	1
2013-2014	1,298	1
2014-2015		
2015-2016		

**Note:** This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.), duplicated client counts with Medicare beneficiaries due to disability, and not yet age 65.

<b>Fiscal Year (FY)</b>	<b>2.4 Estimated Number of contacts with Low Income Beneficiaries</b>	<b>Goal Numbers</b>
2012-2013	878	1
2013-2014	1,881	1
2014-2015		
2015-2016		

**Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).**

<b>Fiscal Year (FY)</b>	<b>2.5 Estimated Number of Enrollment Assistance Contacts</b>	<b>Goal Numbers</b>
2012-2013	2,306	1
2013-2014	2,174	1
2014-2015		
2015-2016		

**Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D.**

<b>Fiscal Year (FY)</b>	<b>2.6 Estimated Part D and Enrollment Assistance Contacts</b>	<b>Goal Numbers</b>
2012-2013	1,322	1
2013-2014	2,066	1
2014-2015		
2015-2016		

**Note: This is a subset of all enrollment assistance in 2.5. It includes the number of Part D enrollment contacts during which one or more qualifying Part D enrollment topics were discussed.**

<b>Fiscal Year (FY)</b>	<b>2.7 Estimated Number of Counselor FTEs in PSA</b>	<b>Goal Numbers</b>
2012-2013	15.7	1
2013-2014	36	1
2014-2015		
2015-2016		

**Note:** This is the total number of counseling hours divided by 2000 (considered annual fulltime hours), then multiplied by the total number of Medicare beneficiaries per 10K in PSA.

**Section 3: HICAP Legal Services Units of Service (if applicable) <sup>1</sup>**

<b>State Fiscal Year (SFY)</b>	<b>3.1 Estimated Number of Clients Represented Per SFY (Unit of Service)</b>	<b>Goal Numbers</b>
2012-2013	N/A	
2013-2014	N/A	
2014-2015		
2015-2016		
<b>State Fiscal Year (SFY)</b>	<b>3.2 Estimated Number of Legal Representation Hours Per SFY (Unit of Service)</b>	<b>Goal Numbers</b>
2012-2013	N/A	
2013-2014	N/A	
2014-2015		
2015-2016		

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<sup>1</sup> Requires a contract for using HICAP funds to pay for HICAP Legal Services.

San Mateo County

<b>State Fiscal Year (SFY)</b>	<b>3.3 Estimated Number of Program Consultation Hours per SFY (Unit of Service)</b>	<b>Goal Numbers</b>
2012-2013	N/A	
2013-2014	N/A	
2014-2015		
2015-2016		

**SECTION 13 - PRIORITY SERVICES**

**PSA 8**

**2012-2016 Four-Year Planning Cycle**

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**Funding for Access, In-Home Services, and Legal Assistance**

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The CCR, Article 3, Section 7312, requires the AAA to allocate an “adequate proportion” of federal funds to provide Access, In-Home Services, and Legal Assistance in the PSA. The annual minimum allocation is determined by the AAA through the planning process. The minimum percentages of applicable Title III B funds<sup>1</sup> listed below have been identified for annual expenditure throughout the four-year planning period. These percentages are based on needs assessment findings, resources available within the PSA, and discussions at public hearings on the Area Plan.

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Category of Service and the Percentage of Title III B Funds expended in/or to be expended in FY 2012-13 through FY 2015-16

**Access:**

Transportation, Assisted Transportation, Case Management, Information and Assistance, Outreach, Comprehensive Assessment, Health, Mental Health, and Public Information

12-13 20%                      13-14 20%                      14-15 \_\_\_\_\_%                      15-16 \_\_\_\_\_%

**In-Home Services:**

Personal Care, Homemaker, Chore, Adult Day / Health Care, Alzheimer’s, Residential Repairs/Modifications, Respite Care, Telephone Reassurance, and Visiting

12-13 25%                      13-14 25%                      14-15 \_\_\_\_\_%                      15-16 \_\_\_\_\_%

**Legal Assistance Required Activities:**

Legal Advice, Representation, Assistance to the Ombudsman Program and Involvement in the Private Bar

12-13 5%                      13-14 5%                      14-15 \_\_\_\_\_%                      15-16 \_\_\_\_\_%

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## San Mateo County

Explain how allocations are justified and how they are determined to be sufficient to meet the need for the service within the PSA.

To determine adequate proportion, needs assessment data, information received at the Public Hearing, and current proportions were reviewed. Program utilization and expenditures in programs that have under-expended and/or not met their objectives were analyzed. Assessment results included the following issues: accidents in the home, transportation, taking care of another person (adult & child), obtaining information about services, and isolation. These can be addressed more readily in programs offered under Access and In-Home Services. The change in adequate proportions percentages will allow for 50% of the funding to be set and allow for the other 50% of the funding to be used flexibly in order to best address the needs of the community.

**SECTION 14 - NOTICE OF INTENT TO PROVIDE DIRECT SERVICES**

**PSA 8**

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CCR Article 3, Section 7320 (a)(b) and 42 USC Section 3027(a)(8)(C)

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If an AAA plans to directly provide any of the following services, it is required to provide a description of the methods that will be used to assure that target populations throughout the PSA will be served.

Check if not providing any of the below listed direct services.

Check applicable direct services

Check each applicable Fiscal Year

<b>Title III B</b>	<b>12-13</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>
<input type="checkbox"/> Information and Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Case Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Outreach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Program Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Coordination	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Long-Term Care Ombudsman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 <b>Title III D</b>	 <b>12-13</b>	 <b>13-14</b>	 <b>14-15</b>	 <b>15-16</b>
<input type="checkbox"/> Health Promotion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Medication Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Title III E</b>	<b>12-13</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>
<input type="checkbox"/> Information Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Access Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Support Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Respite Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Supplemental Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 <b>Title VII A</b>	 <b>12-13</b>	 <b>13-14</b>	 <b>14-15</b>	 <b>15-16</b>
<input type="checkbox"/> Long-Term Care Ombudsman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 <b>Title VIIB</b>	 <b>12-13</b>	 <b>13-14</b>	 <b>14-15</b>	 <b>15-16</b>
<input checked="" type="checkbox"/> Prevention of Elder Abuse, Neglect and Exploitation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Describe the methods to be used to ensure target populations will be served throughout the PSA. 8

**Program Development and Coordination**

Program development and coordination activities are coordinated with the New Beginning Coalition, the Commission on Aging and the Commission on Disabilities and their respective committees/workgroups. Meetings and activities of these groups involved a broad spectrum of individuals and agencies serving low-income individuals, minority older adults, adults with disabilities, geographically isolated individuals, caregivers, and other targeted groups.

**Title VII Prevention of Elder Abuse, Neglect and Exploitation**

The Commission on Aging’s Adult Abuse Prevention Committee is focused on enhancing community awareness and education regarding elder and dependent adult abuse by working with the media, participating in community activities, and planning presentations or educational events.

**SECTION 16 - GOVERNING BOARD**

**PSA 8**

**GOVERNING BOARD MEMBERSHIP**

**2012-2016 Four-Year Area Plan Cycle**

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CCR Article 3, Section 7302(a)(11)

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**Total Number of Board Members: 5**

**Name and Title of Officers:**

**Office Term Expires:**

The Honorable Don Horsley, President	January 2015
The Honorable Dave Pine, Vice President	January 2017

**Names and Titles of All Members:  
Expires:**

**Board Term**

The Honorable Dave Pine, Supervisor District 1	January 2017
The Honorable Carole Groom, Supervisor District 2	January 2015
The Honorable Don Horsley, Supervisor District 3	January 2015
The Honorable Warren Slocum, Supervisor District 4	January 2017
The Honorable Adrienne Tissier, Supervisor District 5	January 2017

**SECTION 17 - ADVISORY COUNCIL**

**PSA 8**

**ADVISORY COUNCIL MEMBERSHIP**

**2012-2016 Four-Year Planning Cycle**

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45 CFR, Section 1321.57

CCR Article 3, Section 7302(a)(12)

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Total Council Membership (include vacancies) 21

Number of Council Members over age 60 12

<b>Race/Ethnic Composition</b>	<u>% of PSA's 60+Population</u>	<u>% on Advisory Council</u>
White	<u>61.1%</u>	<u>55.3%</u>
Hispanic	<u>12.0%</u>	<u>2.6%</u>
Black	<u>3.1%</u>	<u>5.3%</u>
Asian/Pacific Islander	<u>21.6%</u>	<u>31.6%</u>
Native American/Alaskan Native	<u>0.9%</u>	<u>5.3%</u>
Other	<u>4.8%</u>	<u>0%</u>

**Name and Title of Officers:**

**Office Term Expires:**

David Gilson/Vice-Chair	6-30-13
Patricia Georges/Executive Committee Member	6-30-13
Soledad Manaay/ Executive Committee Member	6-30-14
Denis O’Sullivan/Chair	6-30-13
Cherie Querol-Moreno/ Executive Committee Member	6-30-14
Evelyn Tom/Executive Committee Member	6-30-13

**Name and Title of other members:**

**Office Term Expires:**

Steven Cobb	6-30-15
Aurea Cruz	6-30-14
Megan DePuy	6-30-13
Katie Eiseman	6-30-13
Christina Kahn	6-30-14
Sandra Lang	6-13-15
Melodie Lew	6-30-13
Soledad Manaay	6-30-14
Lynn Nieberding	6-30-14
Cherie Querol-Moreno	6-30-14
Annie Sadler	6-30-13
Francine Serafin-Dickson	6-30-14
Appollonia Dee Uhila	6-30-13
Kevin Worth	6-30-14

**Indicate which member(s) represent each of the “Other Representation” categories listed below.**

	<b>Yes</b>	<b>No</b>
Low Income Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disabled Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supportive Services Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Health Care Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Family Caregiver Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Elected Officials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Individuals with Leadership Experience in Private and Voluntary Sectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>

San Mateo County

Explain any **"No"** answer(s): \_\_\_\_\_

Briefly describe the local governing board's process to appoint Advisory Council members:

All 21 members of the Commission on Aging are appointed by the San Mateo County Board of Supervisors.

**SECTION 18 - LEGAL ASSISTANCE**

**PSA 8**

**2012-2016 Four-Year Area Planning Cycle**

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This section must be completed and submitted with the Four-Year Area Plan.

Any changes to this Section must be documented on this form and remitted with Area Plan Updates.<sup>1</sup>

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1. Specific to Legal Services, what is your AAA's Mission Statement or Purpose Statement? Statement must include Title III B requirements:

The San Mateo County AAA goal is to ensure the delivery of client-centered, compassionate, and fiscally responsible services that foster self-determination, meet professional standards and ethics, and reflect the county's statement of beliefs. This is accomplished by offering services that provide a combination of protection, support, prevention and advocacy.

Such services will include legal advice and representation provided by an attorney to individuals with economic and social needs; and includes to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and counseling or representation by a non-lawyer where permitted by law.

2. Based on your local needs assessment, what percentage of Title III B funding is allocated to Legal Services? A minimum of 5%
3. Specific to legal services, has there been a change in your local needs in the past four years? If so, please identify the change (include whether the change affected the level of funding and the difference in funding levels in the past four years).

To determine Title III B funds (adequate proportion), needs assessment data, information received at the Public Hearing, and current proportions were reviewed. Program utilization and expenditures in programs that have under-expended and/or not met their objectives were analyzed. Needs assessment results included the following issues: accidents in the home, transportation, taking care of another person (adult & child), obtaining information about services, and isolation. These can be addressed more readily in programs offered under Access and In-Home Services as opposed to legal services. The adequate proportions percentages will allow for 50% of the funding to be set and allow for the other 50% of the funding to be used flexibly in order to best address the needs of the community.

4. Specific to Legal Services, what is the targeted senior population and mechanism for reaching targeted groups in your PSA? Discussion:

While Senior Advocates serves older adults of all income levels, the Legal Services program places greater priority on serving older adults in greatest economic and social need, including immigrants or those with differing languages and cultures. Senior Advocates seeks out those most in need of services: older adults who are low income, age 75 or older, living alone, or members of ethnic minorities. They reach out to residents who might have difficulty accessing the office by scheduling intake appointments and educational presentations at coast-side senior centers and at subsidized, senior housing complexes. Educational flyers are sent to home-bound seniors through the home-delivered meal program. Ethnic minority communities are also targeted through established community leaders or organizations, like Self-Help for the Elderly (Chinese), Pilipino Bar Association, and El Concilio of San Mateo County. The Senior Advocates' administrative assistant speaks Spanish and interprets for their monolingual Spanish speaking seniors. They use a telephone translation service (Language Line) or obtain translators for persons speaking languages other than English or Spanish. They use the California Relay Service and sign language interpreters as necessary to serve deaf and hearing impaired seniors.

5. How many legal assistance service providers are in your PSA? Complete table below.

Fiscal Year	# of Legal Assistance Services Providers
2012-2013	1
2013-2014	1
2014-2015	
2015-2016	

6. Does your PSA have a hotline for legal services?

There are currently no other civil legal services programs, other than advice hotlines, that provide a broad range of legal services to San Mateo County residents. Legal Aid refers cases to and accepts referrals from the statewide Senior Legal Hotline and Bay Area Legal Aid's Legal Advice Line. Bay Area Legal Services, the local Legal Services Corporation-funded program, provides legal advice by phone.

7. What methods of outreach are providers using? Discuss:

Educational or outreach presentations at senior centers and senior housing complexes, outreach booths at community fairs/events, brochures at hospitals, brochures to home-delivered meal participants, referrals from other community agencies, outreach to hospital social workers, and occasionally PSAs on local TV channels.

8. What geographic regions are covered by each provider? Complete table below.

<b>Fiscal Year</b>	<b>Name of Provider</b>	<b>Geographic Region covered</b>
2012-2013	a. Legal Aid Society b. Legal Aid Society c.	a. Entire County b. Entire County c.
2013-2014	a. b. c.	a. b. c.
2014-2015	a. b. c.	a. b. c.
2015-2016	a. b. c.	a. b. c.

9. Discuss how older adults access Legal Services in your PSA:

Older adults generally schedule appointments to see the attorneys one-on-one at the Legal Aid office. If they cannot make it to the office, telephone appointments and home visits are scheduled when appropriate. Legal Aid also provides appointments at Senior Coastsiders for those who live on the coast if they prefer. In addition, periodic clinics are scheduled at senior centers or senior housing complexes for some services, such as Advance Directives for Health Care.

10. Identify the major types of legal issues that are handled by the TIII-B legal provider(s) in your PSA. Discuss (please include new trends of legal problems in your area):

Major issues continue to be problems with Social Security or Supplemental Security Income (SSI) benefits, and debt collection. Other issues that are serious challenges for older adults in PSA 8 include financial abuse (i.e. scams, identity theft, fraud, reverse annuity mortgages, title transfers, and inappropriate use of Power of Attorney), benefits issues (appeals for older adults who may not be able to navigate the system of follow through with necessary actions), eviction of people who move in the homes of older adults and take advantage of their resources, Medi-Cal spousal impoverishment, transportation, and affordable housing.

11. In the past four years, has there been a change in the types of legal issues handled by the TIII-B legal provider(s) in your PSA? Discuss:

In the past four years, there has been an increase in foreclosure issues.

12. What are the barriers to accessing legal assistance in your PSA? Include proposed strategies for overcoming such barriers. Discuss:

The two main barriers to accessing legal services are lack of knowledge that legal services exist and the need for those services is exceeding the provider's capacity. Outreach efforts are helping to overcome the first barrier. However, since this population is constantly growing and changing, constant attention must be paid to identifying difficult to reach older adults and reaching out to them. The second barrier, need exceeding capacity, means that sometimes older adults must wait longer for an appointment, because while the need grows, funding remains static. Strategies for addressing this barrier are to develop clinics that utilize pro bono (volunteer) attorneys to help a group of seniors at a time, to emphasize preventative education, and to identify new funding sources that can increase the provider's capacity. Barriers exist for serving older adults that live alone or are isolated, immigrants or older adults that speak a language other than English, and those that are low-income. Barriers for these older adults include literacy levels/education, having little or no social support systems, and language/lack of understanding of the service system or how to navigate the service system. Proposed strategies to overcome these barriers include: ensuring that the program outreach material is written at a level that clients can understand, using Legal Aid's LIBRE project to outreach to this population to help them access legal services, and when appropriate, providing home visits and telephone appointments. The LIBRE (Linking Immigrants to Benefits, Resources, and Education) project assists immigrant individuals and families living in San Mateo County to access safety net benefits, such as Medi-Cal, CalFRESH (formerly Food Stamps), CalWORKS, and Social Security.

13. What other organizations or groups does your legal service provider coordinate services with? Discuss:

In domestic violence cases, services are coordinated with Communities Overcoming Relationship Abuse (CORA) and Bay Area Legal Aid. Housing services are coordinated with Community Legal Services to determine if the case raises criminal or civil issues or both. Legal Aid works with Adult Protective Services (APS) and local law enforcement to investigate potential liability and determine the best use of resources to address the abuse. Appropriate cases are referred to the private bar through the San Mateo County Bar Association's Lawyer Referral Service or California Advocates for Nursing Home Reform's (CANHR) Lawyer Referral Service. Examples of other organizations that legal services collaborates with include Second Harvest Food Bank, Coastside Hope, Fair Oaks Community Center, and Nuestra Casa to dispel myths and encourage older immigrants to apply for CalFresh benefits. Also, the Senior Advocates attorney is the co-chair of the Legal Aid Association of California Senior Legal Services Providers workgroups. The Senior Advocates attorney collaborates with the Ombudsman program, APS, the Area Agency on Aging (Commission on Aging, Legislative Advocacy and the elder abuse prevention collaborative), CANHR, One Justice, and multiple senior centers and housing complexes for presentations and information fairs.

**SECTION 20. FAMILY CAREGIVER SUPPORT PROGRAM**

**PSA 8**

**Notice of Intent for Non-Provision of FCSP Multifaceted Systems of Support Services**

**Older Americans Act Section 373(a) and (b)**

**2012–2016 Four-Year Planning Cycle**

Based on PSA review of current support needs and services for **family caregivers** and **grandparents** (or other older relative of a child), indicate what services the AAA **intends** to provide using Title III E and/or matching FCSP funds for both family caregivers and grandparents/older relative caregivers.

Check YES or NO for each of the services\* identified below and indicate if the service will be provided directly or contracted. Check only the current year and leave the previous year information intact.

If the AAA will **not** provide a service, a justification for each service is required in the space below.

**Family Caregiver Services**

Category	2012-2013	2013-2014	2014-2015	2015-2016
Family Caregiver Information Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Access Assistance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Support Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Respite Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Supplemental Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract

**Grandparent Services**

<b>Category</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
Grandparent Information Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Access Assistance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Support Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Respite Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Supplemental Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** February 7, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
Dean D. Peterson, P.E., REHS, Director, Environmental Health

**Subject:** Application and Acceptance of all available Recreational Beach Monitoring Program funds from the California Department of Public Health and the State Water Resources Control Board

**RECOMMENDATION:**

Resolution authorizing:

- A) The County of San Mateo to apply for and accept all available funds from the California Department of Public Health and the State Water Resources Control Board for Recreational Beach Monitoring Programs for Fiscal Years 2013-14 through 2017-18; and
- B) The Chief of the Health System or designee to execute in the name of San Mateo County all necessary applications, agreements, amendments, payment requests, and all other documents necessary for the purposes of securing grant funds, implementing the approved grant projects, and carrying out the purposes specified in the grant applications for Fiscal Years 2013-14 through 2017-18.

**BACKGROUND:**

Section 115875 – 115915 of the California Health and Safety Code requires coastal counties to perform beach sampling and public notification on coastal and San Francisco Bay beaches. Environmental Health (EH) collects water samples for the presence of unhealthy levels of bacteria. When bacterial counts exceed State standards, the public is notified by beach postings, website updates and a telephone hotline. The purpose of the public notification is to help reduce and/or prevent the spread of disease. Monitoring standards have been developed by the California Department of Public Health (CDPH).

**DISCUSSION:**

EH has applied for and received grant funds from the CDPH and the State Water Resources Control Board (SWRCB) for recreational beach monitoring programs since 1999. Grantees are generally given a three-week turnaround to submit a fully executed contract. To meet this timeline authorization is requested to allow the Chief of the Health System, or designee, to approve all necessary documents. Those documents include applications, agreements, amendments, payment requests, and all other documents necessary for the purpose of securing grant funds, implementing the approved projects and carrying out the purposes specified in the grant applications we submit.

The Resolution has been reviewed and approved by County Counsel as to form and content.

This Resolution contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community to ensure basic health and safety and to maintain and enhance the public safety of all residents and visitors by providing funding for beach sampling and public notification on coastal and bay beaches thus preventing adverse health effects to individuals swimming in affected areas. It is anticipated that ocean beaches will be open and safe for recreational uses 99% of the total days in FY 2012-13.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Percent of total days that ocean beaches were open for use	98%	99%

**FISCAL IMPACT:**

There is no direct fiscal impact to approval of the Resolution. Revenue and expenditures associated with the grant will be included in the recommended budgets. There is no Net County Cost.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING A)THE COUNTY OF SAN MATEO TO APPLY FOR AND ACCEPT ALL AVAILABLE FUNDS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND THE STATE WATER RESOURCES CONTROL BOARD FOR RECREATIONAL BEACH MONITORING PROGRAMS FOR FISCAL YEARS 2013-14 THROUGH 2017-18, AND B) THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE IN THE NAME OF SAN MATEO COUNTY ALL NECESSARY APPLICATIONS, AGREEMENTS, AMENDMENTS, PAYMENT REQUESTS, AND ALL OTHER DOCUMENTS NECESSARY FOR THE PURPOSES OF SECURING GRANT FUNDS, IMPLEMENTING THE APPROVED GRANT PROJECTS, AND CARRYING OUT THE PURPOSES SPECIFIED IN THE GRANT APPLICATIONS FOR FISCAL YEARS 2013-14 THROUGH 2017-18**

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

**WHEREAS**, State mandated recreational beach monitoring programs have been developed requiring the County to sample and analyze certain waters on coastal and bay beaches and to notify the public of health hazards following monitoring standards developed by the California Department of Public Health (CDPH); and

**WHEREAS**, Environmental Health samples recreational waters for the presence of unhealthy levels of bacteria; and

**WHEREAS**, reimbursement for a portion of the County's cost for conducting recreational beach monitoring is recoverable through the CDPH and the State Water Resources Control Board (SWRCB); and

**WHEREAS**, grantees are generally given a three-week turnaround to submit a fully executed contract; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors authorizes the County of San Mateo to apply for and accept grant funds from the CDPH and the SWRCB for Beach Monitoring programs for Fiscal Years 2013-14 through 2017-18;

**BE IT FURTHER RESOLVED** that the Chief of the Health System, or designee, is hereby authorized and empowered to execute all necessary applications, agreements, amendments, payment requests, and all other documents necessary for the purposes of securing grant funds, implementing the approved grant projects and carrying out the purposes specified in the grant applications for Fiscal Years 2013-14 through 2017-18.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** March 7, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
Brian Zamora, Director, Family Health Services

**Subject:** Donation to the San Mateo County Nurse-Family Partnership

**RECOMMENDATION:**

Adopt a Resolution accepting a donation of Boppy Feeding and Infant Support Pillows.

**BACKGROUND:**

Family Health Services (FHS) receives funding from the California Home Visiting Program to implement Nurse-Family Partnership (NFP). The NFP Program in San Mateo County serves pregnant and parenting teens from early pregnancy until their child turns 2 years old. The expected outcomes of the program are to improve: (1) pregnancy outcomes; (2) child health and development; and (3) economic self-sufficiency. The results benefit multiple generations. The cornerstone of NFP is the research on a model conducted over the last three decades. Follow-up research continues today to study the long-term outcomes for the mothers and children in the original trials. The research demonstrates that participation in the NFP resulted in improved prenatal health, fewer childhood injuries, fewer subsequent pregnancies, increased intervals between births, increased maternal employment, and improved school readiness for children born to mothers with low psychological resources. Independent research proves that for every public health dollar invested in a local NFP program, communities can realize more than five dollars in return.

San Mateo County's NFP is made up of 4 Public Health Nurses and the program serves up to 100 clients at a time. Public Health Nurse home visits include the target children, or children born into the NFP program. The Public Health Nurses meet with clients on a weekly to bi-monthly basis. Visits will focus on education in the areas of Personal Health, Environmental Health, Life Course, Maternal Role, Friends and Family, and Health and Human Services. Nurses support the client in their new maternal role by encouraging healthy mother/baby bonding and promoting breastfeeding should the client choose to breastfeed. The Boppy Feeding and Infant Support Pillow can help

support moms in Nurse-Family Partnership by promoting healthy feeding positions and encouraging mom/baby bonding.

**DISCUSSION:**

The San Mateo County Nurse-Family Partnership Program applied for and was awarded a donation of 100 Boppy Feeding and Infant Support Pillows from The Boppy Company through the NFP National Service Office with the understanding that these pillows will help support Nurse-Family Partnership mothers. San Mateo County NFP will distribute the pillows to clients enrolled in NFP county-wide.

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

The NFP and this donation contribute to the Shared Vision 2025 outcome of a Healthy Community by enhancing the service delivery of intensive case management for vulnerable children and families to result in better health and social outcomes. It is anticipated that out of all children born into the NFP program, a minimum of 75% of target children will receive developmental assessments at least once every six months.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2012-13 Actual</b>	<b>FY 2013-14 Projected</b>
Percent of target children who receive developmental assessments at least once every 6 months	NA	75%

**FISCAL IMPACT:**

The total cash value of the donation is approximately \$4,000. There is no Net County Cost.

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

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

\* \* \* \* \*

**RESOLUTION ACCEPTING A DONATION OF BOPPY FEEDING AND INFANT  
SUPPORT PILLOWS**

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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 acceptance, reference to which is hereby made for further particulars, a donation of 100 Boppy Feeding and Infant Support Pillows from The Boppy Company through the NFP National Service Office with the understanding that these pillows will help support Nurse-Family Partnership mothers; and

**WHEREAS**, this donation will be distributed to clients enrolled in NFP county-wide.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors accepts the donation of 100 Boppy Feeding and Infant Support Pillows.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** February 13, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
Jon Walton, CIO/Director, Information Services Department

**Subject:** Amending the Master Salary Ordinance

**RECOMMENDATION:**

Adoption of an ordinance amending the Master Salary Ordinance, previously introduced on March 26, 2013 and waiver of reading the ordinance in its entirety.

**BACKGROUND:**

Since about 2001 most of the information technology support for the various divisions of the Health System has been provided by staff members in the County's Information Services Department (ISD). Over the past decade health information technology has become central to the delivery of health care, and technology and health service will only grow more intertwined as the pace of electronic record implementation accelerates. Recognizing the very specialized nature of health information technology services and the centrality of these services to the success of the Health System, in 2012 the Health System and ISD agreed to move the responsibility for providing health information technology application support from ISD to Health System during FY 2012-13. In the FY 2012-13 Budget a position for Health Chief Information Officer was added; an excellent candidate has been recruited and will begin March 18.

**DISCUSSION:**

The Health System and ISD propose to transfer Health System-specific applications development and support staff members from ISD to the Health System. The change is being made to bring tighter alignment between the health programs and the Information Technology (IT) applications and staff that support those programs. Health System and ISD believe that health programs will be more successful if the program staff and IT staff who are supporting them are all members of the same department. Responsibility for core IT functions (desktop support, network, telephone services, service desk) will remain with ISD.

The action proposes to transfer 18 of the 21 health IT-supporting applications development and support positions from ISD to the Health System. Because of other initiatives being undertaken by the County, ISD will retain three positions previously assigned to Health IT. To replace those positions that ISD is keeping, three health IT staff are proposed to be added. In addition, Health System is deleting one vacant Medical Office Assistant and adding one position of Senior Accountant to provide accounting support for the new Health IT unit. The proposed actions are summarized below.

**ACTION:**

Delete:	Two (2) positions of D115, Project Manager	ISD
	Sixteen (16) position of V200S, System Engineer Series	ISD
	One (1) position of E416S Medical Office Assistant	Health System
Add:	Three (3) positions of D115, Project Manager	Health System
	Seventeen (17) positions of V200S, System Engineer Series	Health System
	One (1) position of E029, Administrative Assistant I	Health System
	One (1) position of E007, Senior Accountant	Health System

The transfer of the filled ISD staff positions will be done administratively effective March 17. The official change in the County budget and salary ordinance will occur at the end of this fiscal year to keep the accounting as simple as possible. Finally, the vacant transferred positions, the deletion of the vacant Medical Office Assistant and the addition of the Project Manager, Administrative Assistant, and Senior Accountant positions will occur immediately so that recruitments to fill these positions can start.

The proposed Salary Ordinance Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing organizational alignment between health programs and the IT application support staff that support those programs.

**FISCAL IMPACT**

Because the Health System already pays ISD for the cost of the employees who are providing health IT services, the net financial effect of these changes for the Health System will be minimal and are included in the Health System FY 2012-13 approved Budget. The positions remaining in ISD will be covered by providing services to all County departments and the costs will be recovered consistent with the ISD Budget plan.

**ORDINANCE NO.**  
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,  
STATE OF CALIFORNIA

\* \* \* \* \*

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

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 18000 INFORMATION SERVICES

1. Item V200S, Systems Engineer Series is decreased by 3 positions for a new total of 95 positions.
2. Item D115, Project Manager is decreased by 1 position for a new total of 6 positions.

ORGANIZATION 55000 HEALTH ADMINISTRATION

1. Item V200S, Systems Engineer Series is increased by 3 positions for a new total of 3 positions.
2. Item E007, Senior Accountant is increased by 1 position for a new total of 2 positions.
3. Item E029, Administrative Assistant I is increased by 1 position for a new total of 3 positions.

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item D115, Project Manager is increased by 1 position for a new total of 1 position.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item V200S, Systems Engineer Series is increased by 1 position for a new total of 1 position.
2. Item D115, Project Manager is increased by 1 position for a new total of 1 position.
3. Item E416S Medical Office Assistant Series is decreased by 1 position for a new total of 15 positions.

**SECTION 2.** Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 18000 INFORMATION SERVICES

1. Item V200S, Systems Engineer Series is decreased by 13 positions for a new total of 81 positions.
2. Item D115, Project Manager is decreased by 1 position for a new total of 5 positions.

ORGANIZATION 55000 HEALTH ADMINISTRATION

1. Item V200S, Systems Engineer Series is increased by 4 positions for a new total of 7 positions.
2. Item D115, Project Manager is increased by 1 position for a new total of 1 position.

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item V200S, Systems Engineer Series is increased by 1 position for a new total of 1 position.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item V200S, Systems Engineer Series is increased by 8 positions for a new total of 9 positions.

**SECTION 3.** All the changes in Section 1 are effective at the start of the first pay period following adoption. All the changes in Section 2 upon adoption are effective June 23, 2012.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** February 4, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jean S. Fraser, Chief, Health System  
Dean D. Peterson, P.E., REHS, Director, Environmental Health

**Subject:** New Environmental Health Program Fees: Amendment to Sections of the San Mateo County Ordinance Code

**RECOMMENDATION:**

Introduction of an Ordinance repealing and replacing Sections 5.64.050 through 5.64.070 in Chapter 5.64 of Title 5 of the San Mateo County Ordinance Code and repealing Chapter 5.120 of Title 5 of the San Mateo County Ordinance Code in its entirety, which establish Environmental Health program fees, and waiver of reading the Ordinance in its entirety.

**BACKGROUND:**

Section 101325 of the California Health and Safety Code permits recovery of costs incurred in enforcing state laws and regulations. Environmental Health (EH) fees are established by Ordinance of the Board of Supervisors and are effective for both cities and unincorporated areas of the County.

EH provides unique public health services, community and business education, and regulatory oversight through the technical expertise and consultation of professional staff. EH relies on revenue from permits, fees for service, and grants to offset the majority of program costs. In 2012, your Board approved a fee amendment which modified program fees for temporary event food fees, added and revised solid waste process fees and revised fees for land use services to fully reimburse EH for the services provided. EH uses a comprehensive database to track staff time, prepare billing, track inspections and violations, and maintain information on our regulated businesses. Information from this data is the basis for establishing hourly rates and fees.

In July 2007, the section of the Health and Safety Code referred to as the "California Uniform Retail Food Facilities Law" became the "California Retail Food Code (Cal

Code),” marking a shift in the way retail food facilities were inspected for compliance with food safety laws. Traditionally, inspections focused on the food facility and equipment, as opposed to the food handlers and processes of food handling. Cal Code introduced a risk-based approach to inspections; focusing on the food handlers, food products, and food handling practices.

Between the Cal Code and the Food and Drug Administration’s (FDA) Voluntary National Retail Food Regulatory Program Standards, EH now has the strong regulatory foundation and the best available framework to build San Mateo County’s risk-based inspection program. EH staff have completed the first step which required categorization of food facilities based on risk. Risks range from high-risk (Category 3) which include full service restaurants that engage in complex food preparation, to low-risk (Category 1) which include stores that only sell pre-packaged, commercially processed foods.

**DISCUSSION:**

The proposed fee amendment establishes new risk-based food inspection fees and consolidates all EH fees under one section in the County Ordinance.

The new risk-based fees assign a risk category of one, two or three to each food facility depending on the level of complexity in their food handling processes. Category 3 facilities, which are more closely related to common causes of foodborne illnesses, will receive more frequent inspections, thus requiring more time per inspection, and an increase in re-inspections to ensure compliance with critical risk factor violations. For this reason, higher-risk facilities will pay a higher fee.

The table below provides examples of existing fees compared with the proposed risk-based fees:

Food Facility Category	San Mateo County Existing Food Fees	San Mateo County Proposed Risk-based Food Fees
Market 6,001-10,000 sq ft	\$1,492	\$536 Risk Category 1 \$1,224 Risk Category 2 \$1,530 Risk Category 3
Restaurant under 10 Seats	\$565	\$459 Risk Category 1 \$612 Risk Category 2 \$1,071 Risk Category 3
Restaurant 11 to 100 Seats	\$939 to \$1,119	\$459 Risk Category 1 \$765 Risk Category 2 \$1,300 Risk Category 3
Restaurant 101-150 Seats	\$1,314	\$459 Risk Category 1 \$918 Risk Category 2 \$1,530 Risk Category 3

San Mateo and Santa Clara Counties are early adopters of risk-based food program fees. The table below provides examples of proposed fees compared to fees in Santa Clara County:

Food Facility Category	Santa Clara County Existing Food Fees	San Mateo County Proposed Risk-based Food Fees
Food Prep – Risk Category 3 – under 10 Seats	\$1,227	\$1,071
Food Prep – Risk Category 3 – 11-100 Seats	\$1,435	\$1,300
Food Prep – Risk Category 3 – Over 100 Seats	\$1,578	\$1,530

All public notification requirements have been met.

The Ordinance has been reviewed and approved by County Counsel.

The proposed fee amendment contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by securing funding to cover the cost of program delivery and by assuring that those who use EH services pay the cost of providing those services. It is anticipated that 90% of permitted facilities will receive an annual inspection in FY 2012-13. These annual inspections help prevent and control illness related to the transmission of infection or contamination in food and water, and help prevent disease transmission and injury.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Percent of permitted facilities receiving an annual inspection	87%	90%

**FISCAL IMPACT:**

The proposed fee Ordinance takes effect July 1, 2013. The revenue associated with the proposed fees will be included in the Environmental Health recommended FY 2013-14 and FY 2014-15 Budget. There is no Net County Cost.



**ORDINANCE NO. \_\_\_\_\_**  
**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,**  
**STATE OF CALIFORNIA**

\* \* \* \* \*

**ORDINANCE REPEALING AND REPLACING SECTIONS 5.64.050 THROUGH  
5.64.070 IN CHAPTER 5.64 OF TITLE 5 OF THE SAN MATEO COUNTY  
ORDINANCE CODE AND REPEALING CHAPTER 5.120 OF TITLE 5 OF THE SAN  
MATEO COUNTY ORDINANCE CODE IN ITS ENTIRETY, WHICH ESTABLISH  
ENVIRONMENTAL HEALTH PROGRAM FEES**

The Board of Supervisors of the County of San Mateo, State of California,  
**ORDAINS** as follows:

**SECTION 1.** Section 5.64.050 in Chapter 5.64 of Title 5 of the San Mateo County Ordinance Code is Repealed and Replaced with the following:

5.64.050 - DEFINITIONS OF CERTAIN BUSINESSES AND ACTIVITIES  
SUBJECT TO INSPECTION FEES UNDER THIS CHAPTER.

(a) Apartment House. The term "apartment house" shall include all dwellings classified as "apartment houses" for purposes of part 1.5 of division 13 of the California Health and Safety Code, except that for fee purposes only such buildings with four or more dwelling units on a parcel of land shall be required to pay the listed fees. The term "complex" shall mean apartment buildings located on continuous parcels of land owned by the same person, firm or corporation.

(b) Backflow Prevention Device Tester. The term "back-flow prevention device tester" shall mean a person who is certified by the County Health Officer in writing as competent to test backflow prevention devices.

(c) Chemical Toilet Agency. The term "chemical toilet agency" shall include all companies which install, lease, rent or service chemical toilets.

(d) Cross Connection. The term "cross connection" shall have that meaning defined in section 7583 (e) of title XVII of the California Administrative Code. To paraphrase that definition, it is any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other water of unknown or questionable safety, whereby water may flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.

- (e) Food Facility. The term "food facility" shall have the same meaning as that defined in section 113789 of the California Health and Safety Code.
- (f) Hot Tub. The term "hot tub" shall include all tubs constructed of wood, fiberglass, plastic, or Acrylic, containing a device to circulate hot water, designed for emergence of human beings and open on a regular basis to the public.
- (g) Hotel. The term "hotel" shall include all dwellings classified as "hotels" for purposes of part 1.5 of division 13 of the California Health and Safety Code.
- (h) Licensed Health Facility. The term "licensed health facility" shall include hospitals as defined in California Health and Safety Code, chapter one, division II, and "skilled nursing facilities" as defined in California Health and Safety Code, chapter two, division II, and authorized by title XXII, section 66835.
- (i) Massage Business. The term "massage business" shall include the businesses defined in Section 5.44.020.
- (j) Medical Waste. The term "medical waste" shall have the meaning defined in section 25023.2 of the California Health and Safety Code.
- (k) Mobilehome Park. The term "mobilehome park" shall have the meaning as that defined in section 18300 of the California Health and Safety Code.
- (l) Mobile Food Facility. The term "mobile food facility" shall have the meaning defined in section 113831 of the California Health and Safety Code.
- (m) Motel. The term "motel" shall include all dwellings classified as "motels" for purposes of part 1.5 of division 13 of the California Health and Safety Code.
- (n) Organized Camp. The term "organized camp" shall have the same meaning as that defined in section 18897 of the California Health and Safety Code.
- (o) Public Swimming Area. The term "public swimming area" shall include all "public swimming pools" as defined in section 24100 of the California Health and Safety Code.
- (p) Risk Category. Risk Category shall be the same meaning as that defined in the FDA Food Code.
- (q) Rodent Bait Stations. The term "rodent bait station" shall mean a designated location where a specified quantity of rodenticide is placed and maintained under the direction of the County Health Officer for the purpose of controlling rodents. The term shall include, but not be limited to, designated areas of municipal sanitary and storm sewer systems, natural drainage creeks, tidelands, solid waste disposal sites, wastewater treatment plants, and other locations determined by the Health Officer to require rodent baiting.
- (r) Septic Tank, Cesspool, Chemical Toilet, and Sewage Seepage Pit Cleaning and Pumping Vehicle. The term "septic tank, cesspool, chemical toilet and sewage seepage pit cleaning and pumping vehicle" includes all vehicles to which chapter 6 of division 20 of the California Health and Safety Code applies and which are used for cleaning and pumping waste material from septic tanks, cesspools, chemical toilets, and sewage seepage pits.

(s) Small Water System. The term "small water system" shall include all "public water systems" as defined in section 4010.1. (e) of the California Health and Safety Code which have fewer than 200 service connections.

(t) Subfacility. The term "subfacility" shall be defined as an additional preparation area within a food facility that is owned and operated under the same owner as the food facility. The space and equipment within the additional preparation area are adequate for proper operation of a food facility, including storage, preparation and cleaning and the additional preparation area can operate in compliance with the California Retail Food Code.

(u) Vending Machine. The term "vending machine" shall have the same meaning as that defined in section 113938 of the California Health and Safety Code.

(v) Unless otherwise defined in this Section, the terms used in this chapter shall have the same meanings as given those terms in chapter 6.5 of the Health and Safety Code, and title 22 of the California Code of Regulations as it relates to any person engaged in the producing, handling, storing, treating or disposal of hazardous waste.

**SECTION 2.** Section 5.64.060 in Chapter 5.64 of Title 5 of the San Mateo County Ordinance Code is Repealed and Replaced with the following:

5.64.060 - IMPOSITION OF FEES.

(a) Generally, any person who conducts or engages in a business or activity as defined in section 5.64.050 of this chapter, which business or activity is within the geographical area under the jurisdiction of the County Health Officer, shall be liable to pay the Environmental Health inspection fee established by ordinance of the Board of Supervisors for that business or activity within thirty days from the date of billing therefore. Such fee shall be payable annually and shall cover a period of one year from the date of payment, unless otherwise specified by the County Health Officer.

(b) Closing or Termination of Business. The County Health Officer may, in the case of closing or termination of a business, refund not to exceed 50% of the fee when the activity was in business for less than six (6) months of the billing year.

(c) Seasonal Businesses. A seasonal activity which is in business for six (6) months or less shall be obligated to pay 50% of the fee.

(d) Reinspection Fee. A reinspection is any activity which occurs after a second inspection of a facility, where initial violations are not corrected and the third inspection is required to correct violations. In these cases, a reinspection fee shall be charged for the inspection as well as subsequent reinspection activities as required to correct violations documented by the division. Reinspection fees apply to facilities exempt from annual fees per 5.64.060(e) below.

(e) Exemptions from Fee. The following shall be exempt from payment of annual fees imposed by this chapter.

(1) Any business or activity operated by a blind person who has a certificate issued by the Bureau of Vocational Rehabilitation of the State of California.

(2) Any business or activity defined in section 5.64.050, owned and operated for charitable purposes where no person benefits through the distribution of profits or other compensation.

(3) The Director of Environmental Health may exempt a facility from payment of certain annual fees as follows:

(i) if the facility accepts public drop-off of sharps the Director of Environmental Health may exempt it from the Limited Medical Waste Hauler Exemption fee.

(ii) if the facility collects used oil or used oil filters as a County/State sanctioned public Used Oil Drop Off Center the Director may exempt it from applicable hazardous waste generator fees.

(iii) if the facility is a San Mateo County facility in the same budget unit as the Environmental Health Division.

(4) The exemptions contained in sub-sections (e)(1), (e)(2) and (e)(3) do not apply to fees associated with permit application fees, plan check fees or reinspection fees.

(f) Returned Checks. A service charge of \$25.00 will be added to and become part of any underlying obligation for any returned check.

(g) Any person may appeal the amount of the fee, in writing, to the Director of Environmental Health who shall determine the correctness of the amount of the fee assessed.

(h) Acting as a Unified Program Agency. In addition, any person who is required by the Environmental Health Division of the San Mateo County Health System, while it is acting as a Unified Program Agency, to take corrective action to address a release of hazardous waste or hazardous constituents at or from a hazardous waste facility or site, shall also be required to reimburse the County for the County's costs incurred related to overseeing the corrective action at the rates contained in the schedule set forth in 5.64.070.

**SECTION 3.** Section 5.64.070 in Chapter 5.64 of Title 5 of the San Mateo County Ordinance Code is Repealed and Replaced with the following:

**5.64.070 - COLLECTION OF FEES.**

Environmental Health fees shall be charged annually for activities for which the County Health Officer or other County officer or employee is charged with the responsibility of enforcing any statute, order, quarantine, rule or regulation prescribed by state officer or department relating to the public health, which either requires or authorizes the County Health Officer or other County officer or employee to perform specified acts.

The fee shall also be charged upon review of plans for new construction, renovation or remodeling of food facilities, mobile food facilities, organized camps, public swimming areas, hot tubs, wells and septic tanks, vector control abatement, medical and solid waste, hazardous material storage, hazardous waste generators, underground storage tanks, above ground storage tanks and land use development.

The following Environmental Health fees shall be charged for the activities listed below:

	ON OR AFTER 07-01-2012	ON OR AFTER 07-01-2013
<u>FOOD PROGRAM</u>		
COFFEE HOUSE / BAR / MINIMAL HANDLING (RISK CATEGORY 1)		459
FOOD PREP - 10 SEATS AND UNDER (RISK CATEGORY 2)		612
FOOD PREP - 10 SEATS AND UNDER (RISK CATEGORY 3)		1,071
FOOD PREP - 11 to 100 SEATS (RISK CATEGORY 2)		765
FOOD PREP - 11 TO 100 SEATS (RISK CATEGORY 3)		1,300
FOOD PREP - OVER 100 SEATS (RISK CATEGORY 2)		918
FOOD PREP - OVER 100 SEATS (RISK CATEGORY 3)		1,530
RETAIL STORE W/ INCIDENTAL FOOD SALES - 25-300 SQ FT (RISK CATEGORY 1)		383
MARKET/CONVENIENCE STORE - 2,000 SQ FT AND UNDER (RISK CATEGORY 1)		459
MARKET OVER 2,000 SQ FT (RISK CATEGORY 1)		536
MARKET UNDER 2,000 SQ FT (RISK CATEGORY 2)		765
MARKET OVER 2,000 SQ FT (RISK CATEGORY 2)		1,224
MARKET UNDER 2,000 SQ FT (RISK CATEGORY 3)		842
MARKET OVER 2,000 SQ FT (RISK CATEGORY 3)		1,530
SUBFACILITY (RISK CATEGORY 1)		230
SUBFACILITY (RISK CATEGORY 2)		612
SUBFACILITY (RISK CATEGORY 3)		842
SCHOOL FOOD SERVICE (RISK CATEGORY 2)		306
SCHOOL FOOD SERVICE (RISK CATEGORY 3)		842
MOBILE FOOD PRE-PACKAGED CART (RISK CATEGORY 1)		296
MOBILE FOOD LIMITED PREPARATION UNIT (RISK CATEGORY 2)		639
MOBILE FOOD PRE-PACKAGED TRUCK (RISK CATEGORY 1)		425
MOBILE FOOD PREPARATION UNIT (RISK CATEGORY 2)		961
CERTIFIED FARMER'S MARKET (RISK CATEGORY 2)		754
CFM NON-AG VENDOR (RISK CATEGORY 2)		425
FOOD STAND		383
COMMISSARY (RISK CATEGORY 3)		1,071
CATERING/KITCHEN RENTAL (RISK CATEGORY 2)		612
SPECIALIZED PROCESS (RISK CATEGORY 3)		459
TEMP EVENT COORDINATOR		153

TEMP EVENT VENDOR - NO PREP (RISK CATEGORY 1)		77
TEMP EVENT VENDOR W/ FOOD PREP (RISK CATEGORY 2)		115
TEMP EVENT VENDOR - NO PREP ANNUAL PERMIT (RISK CATEGORY 1)		230
TEMP EVENT VENDOR - W/ FOOD PREP ANNUAL PERMIT (RISK CATEGORY 2)		345
COTTAGE FOOD OPERATION CLASS A REGISTRATION (RISK CATEGORY 1)		153
COTTAGE FOOD OPERATION CLASS B PERMIT (RISK CATEGORY 1)		306
OFFICE HEARING		345
FOOD FACILITY PLAN REVIEW - REMODEL		212
FOOD FACILITY PLAN REVIEW - MAJOR		1,492
FOOD FACILITY PER HOUR RATE		153
<u>TOBACCO PROGRAM</u>		
TOBACCO SALES PERMIT	118	118
TOBACCO VENDING MACHINE	26	26
<u>GROUNDWATER PROTECTION</u>		
REMEDATION OVERSIGHT		153
MONITORING WELLS - INSTALLATION/DESTRUCTION	577	577
ENVIRONMENTAL SOIL BORINGS	577	577
GEOTECHNICAL - ANNUAL SOIL BORING PERMIT	721	721
GEOTECHNICAL - 1X SOIL BORING PERMIT-PARCEL	361	361
PERMIT EXTENSION (50%)	0	0
INSPECTION CANCELLATION	264	264
GPP OVERSIGHT PER HOUR RATE	153	153
HEAT EXCHANGE BORES/WELLS - 1-3 BORES	1,262	1,262
HEAT EXCHANGE BORES/WELLS - 4-8 BORES	2,524	2,524
HEAT EXCHANGE BORES/WELLS - 9-13 BORES	3,786	3,786
HEAT EXCHANGE BORES/WELLS - 14-19 BORES	5,048	5,048
HEAT EXCHANGE BORES/WELLS - 20-29 BORES	6,310	6,310
HEAT EXCHANGE BORES/WELLS - 30-39 BORES	7,572	7,572
HEAT EXCHANGE BORES/WELLS - 40-49 BORES	8,834	8,834
<u>HAZARDOUS MATERIALS/WASTE</u>		
COND EXEMPT - SQ TREATMENT*	100	100
COND EXEMPT - SPECIAL WASTES*	100	100
CONDITIONAL AUTHORIZED (CA)*	1,140	1,140
PERMIT BY RULE (PBR)*	1,140	1,140
COND EXEMPT - LIMITED (CEL)*	100	100
COND EXEMPT - COMMERCIAL LAUNDRY (CECL)*	100	100
STORES MV FUELS OR WASTE ONLY	181	181
STORES HAZ MAT <219GAL,1,999LB, 879CF	358	358
STORES HAZ MAT <1,199GAL,9,999LB,4,799CF	535	535
STORES HAZ MAT <3,499GAL,27,999LB,13,999CF	802	802
STORES HAZ MAT <6999 GAL, 55999 LB, 2799CF	1,248	1,248
STORES HAZ MAT <15999GAL, 111999LB, 5599CF	1,549	1,549
STORES HAZ MAT <31999GAL,223999LB, 111999CF	2,362	2,362
STORES HAZ MAT >32000GAL, 224000LB, 112000CF	3,172	3,172
BUSINESS PLAN SPECIAL SERVICES PER HOUR RATE	153	153
GEN <1 TONS HAZ WASTE/YR	896	896
GEN 1-5 TONS HAZ WASTE/YR	969	969

GEN 6-25 TONS HAZ WASTE/YR	1,028	1,028
GEN 26-50 TONS HAZ WASTE /YR	1,583	1,583
GEN 51-250 TONS HAZ WASTE/YR	3,959	3,959
GEN 251-500 TONS HAZ WASTE/YR	19,792	19,792
GEN > 500 TONS HAZ WASTE/YR	39,583	39,583
TSD PERMITTED FACILITY	2,406	2,406
GENERATES & RECYCLES WASTE OIL/SOLVENT	286	286
GENERATES <27 GAL/YEAR	149	149
GEN 1-5 TONS HAZ WASTE/YR - RCRA	969	969
GEN 6-25 TONS HAZ WASTE/YR - RCRA	1,028	1,028
GEN 26-50 TONS HAZ WASTE /YR - RCRA	1,583	1,583
GEN 51-250 TONS HAZ WASTE/YR - RCRA	3,959	3,959
GEN 251-500 TONS HAZ WASTE/YR - RCRA	19,792	19,792
GEN > 500 TONS HAZ WASTE/YR - RCRA	39,583	39,583
ER HAZMAT 30 @ \$656.00 PER HOUR	656	656
ER HAZMAT 1 @ \$1,082.00 PER HOUR	1,082	1,082
SPECIAL HAZARDOUS WASTE SERVICES PERHOUR RATE	153	153
RMPP REG & PRELIMINARY ASSESSMENT	422	422
CAL ARP PROGRAM 1	450	450
CAL ARP PROGRAM 2	600	600
CAL ARP PROGRAM 3	750	750
CAL ARP SERVICES PER HOUR RATE	153	153
HOUSEHOLD HAZARDOUS WASTE SERVICES HOURLYRATE	153	153
USED OIL SERVICES PER HOUR RATE	153	153
STORMWATER ANNUAL FEE - INSP FREQ EVERY 2 YRS	60	60
STORMWATER ANNUAL INSPECTION FEE	120	120
STORMWATER ANNUAL FEE - INSP FREQ EVERY 5 YRS	30	30
STORMWATER SERVICES PER HOUR RATE	153	153
<u>TANK PROGRAM</u>		
AGRICULTURAL MOTOR FUEL TANK >1,110 GAL	165	165
UST/FIRST TANK	639	639
UST/ADDITIONAL TANK	203	203
TIER I: TANK STOR CAP =>1,320 & <5,000 GAL	206	206
TIER II: TANK STOR CAP =>1,320 & <10,000 GAL	232	232
TANK STOR CAP => 10,000 AND <100,000 GAL	258	258
TANK STOR CAP => 100,000 & <1,000,000 GAL	309	309
TANK STOR CAP =>1,000,000 & <10,000,000 GAL	360	360
TANK STOR CAP =>10,000,000 & <100,000,000 GAL	463	463
TANK STOR CAPACITY=>100,000,000 GAL	566	566
UST/TANK ABANDONMENT/REMOVAL FEE	1,635	1,635
UST/TANK RETROFIT OR REPAIRS	1,166	1,166
TEMPORARY CLOSURE	165	165
REMOVAL - EACH ADD TANK	350	350
REMOVAL - HHO/AG TANKS	583	583
UNDERGROUND TANK PLAN REVIEW/INSTALL	2,564	2,564
MISCELLANEOUS REPAIRS	612	612
UGT SERVICES PER HOUR RATE	153	153
<u>HOUSING PROGRAM</u>		
APARTMENT HOUSE PER UNIT RATE	7.52	7.52

APARTMENT HOUSE	107	107
HOTEL OR MOTEL-25 UNITS OR LESS	528	528
HOTEL OR MOTEL - 26 UNITS OR MORE	901	901
BED AND BREAKFAST	469	469
CONTINENTAL BREAKFAST		153
MOBILE HOME/RV PARK - ANNUAL PERMIT*	140	140
MOBILE HOME/RV PARK LOT FEE*	7	7
MOBILE HOME LOT INSPECTION FEE*	4	4
ORGANIZED CAMP ANNUAL PERMIT	649	649
EMPLOYEE HOUSING (LABOR CAMP)-ANNUAL PERMIT*	200	200
EMPLOYEE HOUSING-ANNUAL PERMIT PER UNIT RATE*	27	27
LEAD PROGRAM HOURLY RATE	153	153
LABOR CAMP-EACH (30) MIN OR FRACTION THEREOF*	41	41
LABOR CAMP-2ND & SUBSEQUENT REINSP HRLY RATE*	82	82
LABOR CAMP - FIRST HOUR REINSPECTION RATE*	196	196
HOUSING SERVICES PER HOUR RATE	153	153
NOISE CONTROL SPECIAL SERVICES PER HOUR RATE	153	153
<u>RECREATIONAL WATER PROGRAM</u>		
INACTIVE POOL INSPECTION FEE	153	153
FIRST POOL/HOT TUB/SPA	423	423
ADD'L SWIMMING POOL/SPA	214	214
PLAN REVIEW-ONE POOL/SPA	1,153	1,153
PLAN REVIEW - EACH ADD POOL/SPA	864	864
HIGH USE POOL	845	845
HIGH USE - EACH ADD POOL/SPA	423	423
PLAN REVIEW-ONE POOL/SPA W/ AUXILLARY AREAS	1,728	1,728
WATER SAMPLING FEE - POTW	540	540
POOL REMODEL MAJOR ADDL	593	593
POOL REMODEL MINOR ADDL	159	159
POOL REMODEL MAJOR	791	791
POOL REMODEL MINOR	212	212
POOL SERVICES PER HOUR RATE	153	153
<u>LAND USE PROGRAM</u>		
SEWERED MAJOR LAND DIV/APPLICATION	1,262	1,262
SEWERED MINOR LAND DIV/APPLICATION	1,262	1,262
UNSEWERED MAJ/FUT. PARCEL (12 HR RETAINER)	1,836	1,836
UNSEWERED MIN/FUT. PARCEL (12 HR RETAINER)	1,836	1,836
PLANNING APPLICATION REVIEW	765	765
EXOTIC ANIMAL PERMIT	765	765
CONFINED ANIMAL INSPECTION PER HOUR	153	153
VARIANCE	639	639
BUILDING PERMIT APPLICATION REVIEW	765	765
CERTIFICATE OF COMPLAINCE	472	472
RESUBMITTAL FEE (BUILDING OR PLANNING)	765	765
LAND USE SERVICES PER HOUR RATE	153	153
ALTERNATE/PRESSURE DOSED SYS-ANNUAL OVERSIGHT	398	398
CERTIFICATION PERC TESTER OR INSTALLER	48	48
RESUBMITTAL FEE (SEPTIC)	765	765
SEPTIC SYSTEM DESTRUCTION	808	808

SEPTIC VARIANCE FEE	639	639
ALT PRESSURE DOSED-INSTALLATION PERMIT	4,590	4,590
SEPTIC TANK REPLACEMENT (SAME LOCATION)	808	808
WET WEATHER TESTING	881	881
PERMIT EXTENSION (50%)	0	0
SEPTIC SYSTEM SITE INVESTIGATION	926	926
SEPTIC SYSTEM REPAIR OR ALTERATION	1,469	1,469
SEPTIC SYSTEM PERCOLATION TEST	1,684	1,684
SEPTIC INSTAL <2500 FT^2	1,684	1,684
SEPTIC INSTALL - 2501-3500 FT^2	2,563	2,563
SEPTIC INSTALL - >3501 FT^2	3,522	3,522
PERMIT APPEAL	264	264
INSPECTION CANCELLATION	319	319
RECLAIMED WATER USE INSPECTION PER HOUR RATE	153	153
GRAY WATER SYSTEM REVIEW	808	808
SEPTIC PUMPER VEHICLE (ANNUAL, PER TRUCK)	587	587
SEPTIC PUMPER BUSINESS REGISTRATION (ANNUAL)	1,299	1,299
CHEMICAL TOILET INSTALLATION	496	496
CHEMICAL TOILET AGENCY (ANNUAL)	1,170	1,170
CHEMICAL TOILET - EACH	138	138
FILING FEE- LICENSED SEPTIC PUMPER INSPECTION	34	34
SEWAGE DISPOSAL SPECIAL INVESTIGATION/PER HR	153	153
<u>SOLID WASTE PROGRAM</u>		
SOLID WASTE HAULER PER HOUR RATE	153	153
GARBAGE COMPLAINT NON-INVENTORIED PER HOUR RATE	153	153
CONSTRUCTION/DEMOLITION PROCESSING	4,590	4,590
CHIPPING/GRINDING/STORAGE	1,224	1,224
LANDFILL INSPECTION FEE (COLMA)	2,857	2,857
POST CLOSURE DEV APPLICATION FEE	9,925	9,925
POST CLOSURE BLDG ANNUAL INSP FEE <5000 SQ FT	513	513
POST CLOSURE BLDG ANNUAL INSP FEE >5001 SQ FT	1,024	1,024
CLOSED SITE	6,828	6,828
SOLID WASTE FACILITY PERMIT	2,411	2,411
SOLID WASTE SERVICES PER HOUR RATE	153	153
<u>MEDICAL WASTE PROGRAM</u>		
LQG ON-SITE TREATMENT>200LB/MO	1,031	1,031
LQG OFF-SITE TREATMENT >200 LB/MO	1,031	1,031
LQG OFF-SITE & ON-SITE TREATMENT >200 LB/MO	1,031	1,031
INITIAL SETUP &MEDICAL WASTE REGISTRATION-SQG	295	295
SQG OFF-SITE TREATMENT (1-199 LB/MO)	173	173
SQG ON-SITE TREATMENT (1-199 LB/MO)	618	618
SQG DENTAL FAC/PHOTO WASTE (< 100 KG/MO)	230	230
SQG MEMBER OF COMMON STORAGE BLD (1-199 LB/MO)	153	153
SQG HEALTH FACILITY/SNF (1-199 LB/MO)	825	825
SQG COMMON STORAGE AREA FAC (1-199 LB/MO)	413	413
LQG COMMON STORAGE AREA FAC (>200 LB/MO)	1,031	1,031
LIMITED MEDICAL WASTE HAULER EXEMPTION	413	413
BODY ART PRACTITIONER - REGISTRATION FEE	153	153
BODY ART ESTABLISHMENT - ANNUAL PERMIT	306	306

BODY ART TEMP EVENT PER BOOTH (MAX 4 PRACT)	77	77
BODY ART REGISTRATION CARD/STICKER REPLACEMEN	52	52
BODY ART TEMPORARY EVENT - PROMOTER FEE	306	306
MESSAGE BUSINESS	420	420
MESSAGE ESTABLISHMENTS PER HOUR RATE	153	153
MEDICAL WASTE PER HOUR RATE	153	153
<u>WATER WELL PROGRAM</u>		
COMMUNITY WATER SYS (15-24 CON) ANNUAL FEE	546	546
COMMUNITY WATER SYS (25-99 CON) ANNUAL FEE	874	874
COMMUNITY WATER SYS (100+ CON) ANNUAL FEE	1,093	1,093
NON-COMMUNITY SYSTEM ANNUAL FEE	765	765
NON TRANSIENT-NON COM WATER SYSTEM ANNUAL FEE	765	765
STATE SMALL WATER SYSTEM ANNUAL FEE	1,077	1,077
LOCAL SMALL WATER SYSTEM ANNUAL FEE	481	481
WELL DRILLING PERMIT	1,262	1,262
WELL ABANDONMENT	639	639
CERTIFICATION QUALITY/QUANTITY- DOMESTIC USE	1,279	1,279
SUPPLY WELL PERMIT EXTENSION (50%)	0	0
PERMIT APPLICATION - COMMUNITY SYSTEM	1,093	1,093
PERMIT TO OPERATE DOMESTIC WELL	1,406	1,406
PERMIT AMENDMENT	546	546
PERMIT APPLICATION - NON-COMMUNITY SYSTEM	656	656
CHANGE OF OWNERSHIP	328	328
PLAN REVIEW/SMALL WATER SYSTEM PER HOUR RATE	153	153
WELL DRILLING VARIANCE FEE	639	639
WELL PERMIT APPEAL	264	264
WELL RECHARGE (MIDCOAST)	240	240
CONSULTATION OVER 15 MINS @ HOURLY RATE	153	153
PUBLIC WATER SYS ADMIN HEARINGS PER HOUR RATE	153	153
PUBLIC WATER SYS THIRD REMINDER LETTER/NOV	153	153
PUBLIC WATER SYS RQST FOR WAIVER/EXEMPTION/HR	153	153
ENFORCEMENT ACTION PER HOUR RATE	153	153
WATER WELL SPECIAL INVESTIGATION PER HOURRATE	153	153
SPECIAL WATER SERVICES PER HOUR RATE	153	153
<u>CROSS CONNECTION PROGRAM</u>		
ANNUAL DEVICE TAGS (EACH)	13	13
BACKFLOW TESTER CERTIFICATION EXAM	546	546
BACKFLOW TESTER ANNUAL FEE	223	223
CROSS CONN SPECIAL SERVICE PER HOUR RATE	153	153
<u>ADMINISTRATION</u>		
XEROX COPYING CHARGE PER PAGE*	0.10	0.10
BAD CHECK CHARGE	25	25
EMPLOYEE SUBPOENA FEE/PER DAY*	150	150
EXPEDITED FILE REVIEW	50	50
RELOCATION/PROCESSING FEE	50	50
ENV HEALTH SPECIAL SERVICES AT HOURLY RATE	153	153
CUPA OVERSIGHT/STATE SURCHARGE**	35	35
STATE CALARP SURCHARGE**	270	270
STATE UGT SURCHARGE**	15	15

STATE FEE 2-19 LOTS**	40	40
STATE FEE 20-49 LOTS**	75	75
STATE FEE 50-99 LOTS**	175	175
STATE FEE 100-249 LOTS**	400	400
STATE FEE 250-499 LOTS**	800	800
STATE FEE 500 OR MORE LOTS**	1,600	1,600

\* Fixed fee established through State regulations, subject to change as State regulations are amended.

\*\*State service charges subject to amendment are levied on businesses. The County collects these service charges and transmits them to the State.

**SECTION 4.** Chapter 5.120 of Title 5 of the San Mateo County Ordinance Code is Repealed in its entirety.

**SECTION 5.** This Ordinance shall be effective thirty (30) days from the passage date thereof.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Department of Housing



**Date:** March 28, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** 4/5ths

**To:** Honorable Board of Supervisors

**From:** Duane Bay, Director

**Subject:** Approve an Appropriation Transfer Request (ATR) to increase Federal Community Development HUD Grant for FY 2012-2013

**RECOMMENDATION:**

Adopt a Resolution authorizing an Appropriation Transfer Request in the amount of \$1,500,000 from unanticipated revenue in Federal Community Development HUD Grant to fund unanticipated expenditures in HCD Project Costs, and Salaries and Benefits Adjustments.

**BACKGROUND:**

Each year the Board reviews and approves an Annual Action Plan that allocates federal funds in the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs to non-profit community service providers and affordable housing developers for the forthcoming fiscal year. The draft Annual Action Plan is prepared by the Department of Housing, taking into account the recommendations of the Board-appointed Housing and Community Development Committee. The amount of funds available for allocation for a given year are based on projections of the annual federal entitlement grants plus principal and interest payments from outstanding loans.

The sources and uses of funds in the Annual Action Plan do not directly match the respective sources and uses of funds in the departmental budget because funds allocated in a given year to large, multi-year housing development projects are not necessarily spent in the same year. When housing developments are able to proceed more quickly than anticipated, County expenditures to reimburse the developers can outpace the budget. The Department can cover these extra costs almost immediately by drawing down federal funds. Nonetheless, in order to make these reimbursements the budget for HCD Project Costs must be increased, as well as the offsetting revenue in Federal Community Development HUD Grant.

**DISCUSSION:**

For FY2012-13 the Department of Housing budgeted \$5,368,964 for HCD Project Costs (6811). The Department now projects that it will be able to place an additional \$1,400,000 into community loans and grants this year. The Department will be able to draw down federal funds to reimburse all of these expenditures. Therefore, the budget for Federal Community Development HUD Grant revenues (1954) will be increased as well.

Approval of this Appropriation Transfer Request (ATR) contributes to the Shared Vision 2025 outcome of a Livable Community by increasing the supply of affordable housing in San Mateo County.

The Department is also requesting an increase of \$100,000 to cover unanticipated one-time expenses associated with a staff retirement, including accrued paid time off.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Number of county-funded housing units developed and occupied	123	60
Number of households benefitting directly from county-administered loans and grants	220	250

**FISCAL IMPACT:**

The amount of this ATR is \$1,500,000 that will be offset by drawdown of HUD CDBG and HOME funds. There is no Net County Cost incurred with this Appropriation Transfer Request.

<b>COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST</b>	REQUEST NO. <i>ATR13 022</i>
DEPARTMENT DEPARTMENT OF HOUSING	DATE March 5, 2013

**1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:**

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
<b>FROM</b>	79210	1954	1,500,000	Federal Community Development HUD Grant
<b>TO</b>	79210	6811	1,400,000	HCD Project Costs – Unanticipated Expenditure
	79210	4128	100,000	Regular Pay Adjustments

**Justification (Attach Memo if Necessary)**  
 Appropriating unanticipated expenditure and recognizing revenue through draw down of federal funds for FY 2012-13

DEPARTMENT HEAD <b>Duane Bay</b>	DATE <i>3/13/13</i>
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2.  Board Action Required     **Four-Fifths Vote Required**     Board Action Not Required

Remarks: *3/13* *3/14/13*

COUNTY CONTROLLER <i>3/13/13</i>	DATE <i>3/14/13</i>
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3.  **Approve as Requested**     Approve as Revised     Disapproved

Remarks:

COUNTY MANAGER	DATE <i>3/18/13</i>
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**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





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



**Date:** March 11, 2013  
**Board Meeting Date:** April 9, 2013  
**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:**

Report recommending the denial of claims (Non-culpable)

**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</u></b>
G12-035	Claims recommended for denial: Farmers Insurance Group/ Nicole Borg	9/4/12 Non-culpable
G12-032	Claimants allege damages resulting from an accident with Samtrans bus at W. Hillsdale Boulevard and Clearview Way in San Mateo. Gutierrez, Salomon	1/5/13 Non-culpable
	Claimant alleges his personal property was damaged during his incarceration.	

<b><u>Claim #</u></b>	<b><u>Claimant</u></b>	<b><u>Recommended Board</u></b>
A12-032	Jose Montes DBA City Mobile Claimant alleges damages to his vehicle while driving south on Robles Drive in Burlingame.	12/4/12 Non-culpable
G12-034	McGee, Kara and Justin Claimants allege damages due to being hit by a vehicle as they crossed El Camino Real in the marked crosswalk heading eastbound at Hillcrest Boulevard.	8/7/12 Non-culpable
A12-028	Progressive West Insurance as subrogee of Lizbeth Rodriguez Claimants allege damages due to being rear-ended by a County van.	11/19/12 Non-culpable
G12-036	Styles, Richard Leslie Claimant alleges damages due to being provided a mixture of medications that caused him serious complications while at the San Mateo County jail.	2/14/13 Non-culpable

#### **APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM**

G11-101	Haro, Refugio Claimant requests leave to present a late claim wherein he alleges damages due to delayed dispatching of firefighters to a fire at 552 Inverness in Pacifica.	4/1/12 No statutory basis for excuse
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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 Resources



**Date:** March 28, 2013

**Board Meeting Date:** April 9, 2013

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Donna Vaillancourt, Human Resources Director

**Subject:** Recommended Revision to the Salary Ordinance

**RECOMMENDATION:**

Introduction of an ordinance amending the salary ordinance to reflect the deletion of three positions, addition of three positions and conversion of one position to classified status as required by Measure D; and accepting the report on the total number of positions in the County, previously introduced on March 26, 2013 and waiver of reading the ordinance in its entirety.

**BACKGROUND:**

Each year following budget deliberations your Board adopts the annual salary ordinance. The ordinance enacts the decisions made during budget hearings concerning the number of positions in the County. Throughout the year, because of changes in the operating needs of departments, salary ordinance amendments are recommended that make adjustments to department staffing configurations.

**DISCUSSION:**

The salary ordinance changes herein represent the:

- deletion of three positions;
- addition of three positions;
- conversion of one unclassified position to classified status as required by Measure D.

These actions were approved for study by the County Manager's Office and the amendment has been reviewed and approved by the County Counsel's Office.

These changes contribute to the Shared Vision 2025 outcome of a Collaborative Community by ensuring that departments have staff with the skills necessary to perform the work and allow departments to provide exceptional service to the community.

The specific actions are discussed in detail below.

## **ORGANIZATION 17000 HUMAN RESOURCES**

**Action:**     Delete: One position of V232, Information Technology Technician - Confidential  
Biweekly Salary: \$2,403.20 - \$3,004.00  
Approximate Monthly Salary: \$5,207.00 - \$6,509.00

**Explanation:** This is the deletion of one filled Information Technology Technician – Confidential position. This position and the incumbent in this position are being transferred to Org 18000 – Information Services. This action represents a monthly salary and benefits savings of \$8,917. The total number of authorized positions is decreased by one.

## **ORGANIZATION 18000 INFORMATION SERVICES**

**Action:**     Add: One position of V232, Information Technology Technician - Confidential  
Biweekly Salary: \$2,403.20 - \$3,004.00  
Approximate Monthly Salary: \$5,207.00 - \$6,509.00

**Explanation:** This is the addition of one filled Information Technology Technician – Confidential position. This position and the incumbent in this position are being transferred from Org 17000 – Human Resources. This action represents a monthly salary and benefits cost of \$8,917. The total number of authorized positions is increased by one.

## **ORGANIZATION 55500 HEALTH POLICY AND PLANNING**

**Action A:**    Delete: One position of D016, Director of Policy and Planning  
Biweekly Salary: \$3,940.80 - \$4,926.40  
Approximate Monthly Salary: \$8,539.00 - \$10,675.00

Add: One position of D033, Health Services Manager II  
Biweekly Salary: \$3,575.20 - \$4,468.80  
Approximate Monthly Salary: \$7,747.00 - \$9,683.00

**Explanation:** This is the deletion of one vacant Director of Policy and Planning position and the addition of one Health Services Manager II position. The work that will be performed is more appropriately represented by the Health Services Manager II classification. This action represents a salary and benefits savings of \$1,409. There is no change in the total number of authorized positions.

**Action B:**    Delete: One position of E090, Administrative Assistant II - Confidential  
Biweekly Salary: \$2,286.40 - \$2,858.40  
Approximate Monthly Salary: \$4,954.00 - \$6,194.00

Add: One position of E006, Administrative Secretary III - Confidential  
Biweekly Salary: \$1,906.40 - \$2,383.20  
Approximate Monthly Salary: \$4,131.00 - \$5,164.00

**Explanation:** This is the deletion of one vacant Administrative Assistant II - Confidential position and the addition of one Administrative Secretary III - Confidential position. The duties and responsibilities of this position is more aligned to the Secretary classification. This action represents a salary and benefits savings of \$1,411. There is no change in the total number of authorized positions.

### **ORGANIZATION 66000 SAN MATEO MEDICAL CENTER**

**Action:** Convert: One position of B157, Staff Physician – Unclassified  
Biweekly Salary: \$5,481.60 - \$6,480.00  
Approximate Monthly Salary: \$11,878.00 - \$14,041.00

To: One position of F122S, Physician Series

**Explanation:** This is the conversion of one filled position from unclassified status to classified status. Measure D adopted by the voters in November 2004 requires that any unclassified positions continuously filled for at least three years be converted to classified status. This position meets that requirement. This action represents no change in the monthly salary and benefits cost. There is no change in the total number of authorized positions.

### **FISCAL IMPACT:**

These actions represent an estimated monthly salary and benefits savings of \$2,820 or an estimated annual savings of \$33,840.



**ORDINANCE NO.**  
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,  
STATE OF CALIFORNIA

\* \* \* \* \*

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

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 17000 HUMAN RESOURCES

1. Item V232, Information Technology Technician – Confidential is decreased by 1 position for a new total of 0 positions.

ORGANIZATION 18000 INFORMATION SERVICES

1. Item V232, Information Technology Technician – Confidential is increased by 1 position for a new total of 1 position.

ORGANIZATION 55500 HEALTH POLICY AND PLANNING

1. Item D016, Director of Policy and Planning is decreased by 1 position for a new total of 0 positions.
2. Item D033, Health Services Manager II is increased by 1 position for a new total of 1 position.
3. Item E090, Administrative Assistant II - Confidential is decreased by 1 position for a new total of 0 positions.
4. Item E006, Administrative Secretary III is increased by 1 position for a new total of 1 position.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item B157, Staff Physician – Unclassified is decreased by 1 position for a new total of 0 positions.
2. Item F122S, Physician Series is increased by 1 position for a new total of 54 positions.

**SECTION 2.** The changes are effective at the start of the first pay period thirty days following adoption.

**Position Status Report for Fiscal Year 2012 - 2013**

As of 03-19-13

Department	# of Authorized Positions	Current # of Positions	Change	Current Vacant Positions	Comments
<b>Safe Neighborhoods</b>					
CMO - Public Safety Communications (12400)	54	54	0	4	
District Attorney's Office (25000)	118	121	3	1	+1 DDA, +2 CW
Sheriff's Office (30000)	673	679	6	57	+4 SO, +1 MA, +1 LOS
Probation Department (32000)	407	408	1	22	+1 LOS
Coroner's Office (33000)	14	14	0	3	
<b>Healthy Community</b>					
Health Administration (55000)	12	13	1	0	+1 Med Prog Mgr (placeholder CIO)
Health Policy and Planning (55500)	47	47	0	1	
Emergency Medical Services (56000)	6	6	0	0	
Aging and Adult Services (57000)	129	129	0	5	
Environmental Health (59000)	74	76	2	4	+1 Haz Mat, +1 Haz Mat - Unc
Behavioral Health & Recovery Services (61000)	395	399	4	24	+1 MA, +1 PSA, +1 MOS, +1 CMHN
Public Health (62000)	86	86	0	6	
Family Health Services (62400)	173	173	0	9	
Correctional Health (63000)	87	87	0	9	
San Mateo Medical Center (66000)	957	964	7	62	+1 PS Supv (placeholder), +3 Patient Care Series, +3 Patient Care Support (see Sept Changes)
First 5 San Mateo County (19500)	10	10	0	4	
<b>Prosperous Community</b>					
Department of Child Support Services (26000)	90	87	-3	7	-1 CSS, -1 OA, -1 CSTech
Human Services Agency (70000)	704	738	34	74	See all Sept changes
<b>Livable Community</b>					
LAFCO (35700)	1	1	0	0	
County Library (37000)	122	122	0	8	
Planning (38000)	48	48	0	2	
Department of Housing (79000)	11	11	0	1	
<b>Environmentally Conscious Community</b>					
PW - Administrative Services (45100)	33	33	0	4	
Road Construction and Operations (45200)	74	76	2	3	+1 FOS, +1 UT

Department	# of Authorized Positions	Current # of Positions	Change	Current Vacant Positions	Comments
Engineering Services (46000)	24	24	0	6	
Facilities Services (47300)	97	95	-2	7	-1 Elect, -1 SE
Construction Services (47400)	13	13	0	5	
Vehicle and Equipment Maintenance (47600)	16	14	-2	4	-1FOS, -1 UT
Waste Management (48200)	9	9	0	2	
Transportation Services (48300)	1	1	0	0	
Utilities (48400)	16	16	0	0	
Airports (48500)	9	9	0	1	
PW - Parks and Recreation (39000)	46	48	2	5	+ 1 Ranger III, +1 Ranger II
PW- Coyote Point Marina (39800)	3	3	0	1	
CMO - Agriculture/Weights and Measures (12600)	30	30	0	1	
CMO - Real Property (12200)	4	4	0	1	
<b>Collaborative Community</b>					
Board of Supervisors (11000)	20	20	0	1	
County Manager's/Clerk of the Board (12000)	35	22	-13	3	-1 Acct, -12 Copy/Purchasing positions
Assessor/County Clerk/Recorder (13000)	112	117	5	9	+ 5 Appraiser - Unclassified
Controller's Office (14000)	42	42	0	3	
Tax Collector/Treasurer's Office (15000)	61	61	0	7	
County Counsel (16000)	40	40	0	1	
Human Resources (17000)	51	64	13	7	+1 Accountant, + 12 Copy/Purchasing positions
Information Services (18000)	130	131	1	12	+1 Proj Mgr - Unc
Retirement Office (20000)	20	21	1	2	+ 1 Ret Tech
<b>Totals</b>	<b>5104</b>	<b>5166</b>	<b>62</b>	<b>388</b>	<b>Vacancy Rate</b>
				<b>8%</b>	



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Probation



**Date:** February 5, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Calvin Remington, Interim Chief Probation Officer  
**Subject:** Amendment to the Agreement with Applied Survey Research

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the agreement with Applied Survey Research to implement and maintain data collection for the Juvenile Probation and Camps Funding and Juvenile Justice Crime Prevention Act Programs, increasing the amount by \$67,737 to \$247,373.

**BACKGROUND:**

The State has allocated money from the Juvenile Justice Crime Prevention Act (JJCPA) to provide services for at-risk and justice involved youth. JJCPA requires that data be gathered 180 days after youth begin services. Data collection must include when a youth was arrested/detained in the juvenile hall, completed probation, had a probation violation, completed paying restitution, and completed community service. Local outcomes that speak to the effectiveness of each individual program are also collected.

The State has also allocated money from Juvenile Probation and Camps Funding (JPCF) to fund services and programs from prevention/early intervention through custody and in juvenile halls, camps and ranches. JPCF does not have any specific outcome requirements, however, the governing board of the Juvenile Justice Coordinating Council, who administer these and the JJCPA funds, require data to show the effectiveness of the programs funded. For JPCF, youth are being evaluated on changes in their developmental assets, which are evidence based and have been shown to indicate success for youth. Some of these assets include; self- esteem, performance in school, relationships with adults and peers, and pro-social activities.

In April of 2011, Applied Survey Research (ASR) was selected through the RFP process to set up data collection in compliance with the requirements for JJCPA and for specific programs through JPCF. ASR produces the required state and Juvenile Justice Coordinating Council (JJCC) reports based on data collected from the programs, the Probation Department and select schools. ASR will provide these services for all grantees funded through JJCPA and JPCF between July 1, 2011 and June 30, 2014.

On January 31, 2012 by Resolution #071804, the Board of Supervisors approved the agreement with Applied Survey Research. Due to the expected shortfall in state funding for JJCPA and JPCF programs, the contract was funded at 66% of the original award amount for FY 2011-12 and the JJCC agreed to revisit the funding for FY 2012-13 for possibly scaling up the funding level. Additional funding from the state has been received and the JJCC has approved augmenting the contracts to 100% of the original award amount.

**DISCUSSION:**

This amendment would increase funding for FY 2012-14 by \$67,373 enabling ASR to dedicate additional hours, in some categories by as much as 75% to 100% over last fiscal year, for data collection and analysis, including a comprehensive data analysis of probation entry/re-entry trends of juvenile recidivism as described in Exhibit A of the agreement.

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

Approval of this Amendment contributes to the Shared Vision 2025 outcome of Safe Neighborhoods by implementing and maintaining data required to secure continued funding of programs for at-risk and system involved youth.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Percent of requested data received within 30 days of notification	100%	100%

**FISCAL IMPACT:**

The term of the agreement remains the same, July 1, 2011 through June 30, 2014. Total contract amount is \$247,373. It is fully funded by the California State JPCF Fund and JJCPA Funds. The amendment has been included in the Adopted Budget for 2012-13. There is no Net County Cost.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH  
APPLIED SURVEY RESEARCH TO IMPLEMENT AND MAINTAIN DATA  
COLLECTION FOR THE JUVENILE PROBATION AND CAMPS FUNDING (JPCF)  
AND JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA) PROGRAMS,  
INCREASING THE AMOUNT BY \$67,737 TO \$247,373**

---

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

**WHEREAS**, on January 13, 2012 the Board of Supervisors approved Resolution Number 071804 with Applied Survey Research for the term of July 1, 2012 through June 30, 2014 with a total obligation not to exceed \$180,000, which is 66% of the funding level; and

**WHEREAS**, additional funding from the state has been received and the JJCC has approved augmenting the contracts to 100% of the original award amount; and

**WHEREAS**, this amendment would increase the funding for FYs 2012-14 by \$67,373 enabling ASR to dedicate additional hours, in some categories by as much as 75% to 100% over last fiscal year, for data collection and analysis, including analysis of probation entry/re-entry trends of juvenile recidivism; and

**WHEREAS**, the Probation Department recommends amendment of Resolution Number 071804 to increase funding by \$67,373 to \$247,373; and

**WHEREAS**, this Board has been presented with the form of this Amendment and has examined and approved it as to both form and content and desires to enter into said Amendment.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the Board is hereby authorized and directed to execute said Amendment for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

\* \* \* \* \*

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
APPLIED SURVEY RESEARCH**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Applied Survey Research, 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 for the purpose of providing research services on July 1, 2011 through December 31, 2014, in the amount of \$180,000; and

Whereas, the parties wish to amend the Agreement to increase the funding amount by \$67,373 to \$247,373 for the term of July 1, 2011 through June 30, 2014.

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

1. Original Exhibit A (Scope of Work) is replaced with Revised Exhibit A1 (rev. 07/01/12)
2. Original Exhibit B (Payment Schedule) is replaced with Revised Exhibit B1 (rev. 07/01/12)
3. Original Exhibit C (Program Monitoring) is replaced with Revised Exhibit C1 (rev. 07/01/12)
4. **All other terms and conditions of the agreement dated January 1, 2012, 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

Applied Survey Research



\_\_\_\_\_  
Contractor's Signature

Date: March 19, 2013

**APPLIED SURVEY RESEARCH  
SERVICES  
JULY 1, 2011 – DECEMBER 31, 2014**

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

Applied Survey Research shall provide research services to evaluate the effectiveness of grantees receiving JPCF and JJCPA funding in San Mateo County. Delivery of the program includes the cost of staff, materials, and research.

		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
	<b>Activity</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
<b>A</b>	<b>Initial Planning</b>	<b>99</b>	<b>16</b>	<b>16</b>
1	Review proposals/reports of funded projects and draft matrix of measurable factors per/across grantees			
2	Conduct planning meeting with Probation staff regarding core client and service data required from all grantees, as well JJCPA data			
3	Conduct up to three meetings with grantees to gain overview of their programs, discuss ways to capture required client, service and school outcome data (probation database, access database, their own databases)			
4	Create overall master evaluation plan. Communicate plan to grantees and ensure readiness to implement. (Year 2 and 3, revise/refine)			
<b>B</b>	<b>Client/ Service Data</b>	<b>36</b>	<b>78</b>	<b>120</b>
1	Create or identify methods for grantees to collect the mandated client and service data. ACCESS Data Base: Update ACCESS Data Base as necessary. Install ACCESS Data Base and train as needed. For those that want to use own database, provide list of required variables and ensure those data can be exported to ASR			
2	Provide on-going support, monitoring and feedback as needed			
3	Collect and conduct cleaning and analysis of participant data once a year.			
<b>C</b>	<b>JJCPA Outcome Evaluation (5 grantees)</b>	<b>52</b>	<b>132</b>	<b>162</b>
1	Meet with previous evaluator to be trained in JJCPA database, cleaning procedures, etc. Have follow up discussions as needed (e.g., to get database updated)			
2	Monitor grantee entry on a quarterly basis (8 hours per quarter)			
3	Conduct cleaning and analysis of JJCPA data once a year.			

		YEAR 1	YEAR 2	YEAR 3
	Activity	Hours	Hours	Hours
<b>D</b>	<b>Probation Entry/ Re-Entry Outcome Evaluation</b>	<b>84</b>	<b>256</b>	<b>208</b>
1	Planning: Meet with County ISD staff to identify ways that Probation's database can export 1) the JJCPA data and 2) recidivism data for Year 2. Follow up includes creating the queries/syntax needed			
2	Data Collection: Work with Probation to request data exports from Probation for data analysis and first entry/re-reentry			
3	Conduct cleaning and analysis of probation data			
<b>E</b>	<b>Youth Asset Outcome Evaluation</b>	<b>60</b>	<b>188</b>	<b>198</b>
1	Plan the design of a small SPRING pilot of youth outcome assessments, including tool(s). Includes review of past JPCF evaluation survey and review of other tools. Year 2 is to finalize implementation plan, Year 3 is to refine only as needed			
2	Purchase of tool(s)			
3	Monitor the implementation of pre/post PILOT assessments with two grantees in Year 1. Monitor launch with additional grantees in Year 2 and 3.			
4	Conduct data entry and analysis once a year			
<b>F</b>	<b>Family Functioning Outcome Evaluation</b>	<b>28</b>	<b>54</b>	<b>100</b>
1	Plan the design of a small SPRING pilot family outcome assessments, including tool (s). Year 2 is to finalize implementation plan, Y3 is to refine only as needed.			
2	Purchase of tool (s)			
3	Monitor implementation post family surveys (approx 100 forms) (additional grantees in Year 2 and 3)			
4	Conduct data entry and analysis once a year			
<b>G</b>	<b>Education Outcomes Evaluation</b>	<b>0</b>	<b>0</b>	<b>152</b>
1	In Year 3, identify key schools from which to gather data on grantees' participants, and secure MOUs			
2	Provide list of required fields to district(s) and gather data from them (up to 2 districts or 4 schools)			
3	Collect and conduct cleaning and analysis of school data once			
<b>H</b>	<b>Qualitative Information</b>	<b>38</b>	<b>97</b>	<b>62</b>
1	Discuss with grantees the option of conducting adult, youth or provider interviews, key discussion questions to be covered, and sample selection			
2	Conduct and transcribe interviews (3 hours ea, or 10 individual) or discussion group (5 hours each, or 6 groups)			
3	Review and summarize top themes from interviews or discussion groups			

		YEAR 1	YEAR 2	YEAR 3
	Activity	Hours	Hours	Hours
I	<b>Report evaluation data</b>	0	216	300
1	Report preparation - 3 page data summary for each of the grantees (n=11), incorporating data from their own reports, and ASR data, with 5 page synthesis/dashboard across all grantees			
2	Data review meeting with grantees to discuss and interpret findings; finalize grantee reports accordingly			
3	Upload JJCPA data			
4	Draft PowerPoint presentation and share findings with JJCC			
J	<b>Project Management</b>	46	70	58
1	Coordination calls with Probation and monthly administrative time for billing, contracting, etc			
2	Attend the quarterly JJCC meetings ( 1 person x 4 meetings x 3 hours per meeting)			
	<b>TOTAL</b>	443	1107	1376

**PAYMENTS AND RATES  
APPLIED SURVEY RESEARCH**

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule:

- A. Contractor shall be paid for actual services provided up to a maximum amount of **Two Hundred Forty Seven Thousand, Three Hundred Seventy Three Dollars and Zero Cents (\$247,373.00)** for the term of the contract.
- B. Payments shall be made according to the following schedule:

	JJCPA / JPCF EVALUATION WORKPLAN	YEAR 1 Hours (2011/12)	YEAR 1 Cost (\$73 per hour)	YEAR 2 Hours (2012/13)	YEAR 2 Cost (\$75 per hour)
<b>A</b>	<b>Initial Planning</b>	99	\$ 7,227	16	\$ 1200
<b>B</b>	<b>Client/ Service Data</b>	36	\$ 2,628	78	\$ 5850
<b>C</b>	<b>JJCPA Outcomes (5 grantees)</b>	52	\$ 3,796	132	\$ 9900
<b>D</b>	<b>Probation Entry/ Re-Entry Outcomes</b>	84	\$ 6,132	256	\$19200
<b>E</b>	<b>Youth Asset Outcomes</b>	60	\$ 4,380	188	\$14100
<b>F</b>	<b>Family Functioning Outcomes</b>	28	\$ 2,044	54	\$ 4050
<b>G</b>	<b>Education Outcomes</b>	0	\$ -	0	\$ -
<b>H</b>	<b>Qualitative Information</b>	38	\$ 2,774	97	\$ 7275
<b>I</b>	<b>Report evaluation data</b>	0	\$ -	216	\$16200
<b>J</b>	<b>Project Management</b>	46	\$ 3,358	70	\$ 5225
		443	\$ 32,347	1107	\$83000
	Cost of Hours	443	\$ 32,047	1107	\$83000
	Cost of Forms		\$ 600		\$ 7000
	Cost amendment, Spring 2012		\$ 7,373		
			\$ 40,320		\$90,000
	TOTAL: July 1 2011 to Dec 31, 2014		Year 1		Year 2

	JJCPA / JPCF EVALUATION WORKPLAN	YEAR 3 HOURS (2013/14)	YEAR 3 Cost (\$80 per hour)	YEAR 3 Report HOURS (Fall 2014)	YEAR 3 Report Cost (\$80 per hour)
A	Initial Planning	16	\$ 1,280	0	\$ -
B	Client/ Service Data	70	\$ 5600	50	\$ 4000
C	JJCPA Outcomes (5 grantees)	102	\$ 8160	60	\$ 4800
D	Probation Entry/ Re-Entry Outcomes	208	\$ 16640	0	\$ -
E	Youth Asset Outcomes	158	\$ 12640	40	\$ 3,200
F	Family Functioning Outcomes	60	\$ 4,800	40	\$ 3,200
G	Education Outcomes	52	\$ 4160	100	\$ 8000
H	Qualitative Information	50	\$ 4,000	12	\$ 960
I	Report evaluation data	150	\$12,000	150	\$ 12,000
J	Project Management	43	\$ 3,445	15	\$ 1,168
		909	\$ 72,725	467	\$ 37,328
	Cost of Hours	909	\$ 72,725	467	\$ 37,328
	Cost of Forms		\$ 7000		
			\$79,725		\$ 37,328
	<b>TOTAL = \$247,373</b> 7/1/2011 to 12/31/2014				\$ 117,053
					Year 3

- C. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **Two Hundred Forty Seven Thousand, Three Hundred Seventy Three Dollars and Zero Cents (\$247,373.00)**.
- D. Payment shall be made upon receipt of Contractor's quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.

- E. Contractor shall email invoices and activity reports to Michelle Mendez, Management Analyst at [mcmendez@smcgov.org](mailto:mcmendez@smcgov.org) and Lu-Ann Santos, Fiscal Office Specialist at [lsantos@smcgov.org](mailto:lsantos@smcgov.org). Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Michelle Mendez, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- F. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Year One Report
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered
July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Year Two Report
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered
July 1, 2014 – December 31, 2014	January 15, 2015	Final Three Year Report

- H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds.

**APPLIED SURVEY RESEARCH  
PROGRAM MONITORING  
JULY 1, 2011 – DECEMBER 31, 2014**

Contractor shall provide a quarterly invoice that includes supporting documentation of actual units of services delivered by specific service and supporting expenditure documentation using the form attached and printed on the Contractor's letterhead. Contractor will also submit a quarterly narrative of highlights of and challenges. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor's letterhead.

Contractor shall demonstrate the following outcomes:

- Contractor will assure that all data is collected and reported on by the deadlines imposed by the San Mateo County Probation Department, the Juvenile Justice Coordinating Council and the Corrections Standards Authority.

<b>Performance Measure</b>	<b>Outcome Reporting FY 11-12</b>	<b>Outcome Reporting FY 12-13</b>	<b>Outcome Reporting FY 13-14</b>
Reports will be submitted to Probation, the JJCC and CSA by the deadlines imposed.	100 %	100 %	100 %





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Public Works and Parks



**Date:** March 8, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** James C. Porter, Director of Public Works and Parks  
**Subject:** Agreement with Go Native, Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing an agreement with Go Native, Inc. to provide design, construction, and maintenance services for the James V. Fitzgerald Area of Special Biological Significance Pollution Reduction Program Best Management Practices Project for the term of April 9, 2013 through March 31, 2015, in an amount not to exceed \$250,000.

**BACKGROUND:**

The contractor selection procedures in the County of San Mateo's Administrative Memorandum B-1 were used to select a contractor for the James V. Fitzgerald Area of Special Biological Significance (ASBS) Pollution Reduction Program Storm Drain Best Management Practices Project (Project) Services Agreement (Agreement). The Request for Proposals Process Matrix describing the process and selected firm is attached as Exhibit A.

On May 24, 2011, your Board adopted Resolution No. 071429, authorizing execution of Grant Agreement No. 10-402-550 with the State Water Resources Control Board (SWRCB) in the amount of \$2.3 million for the James V. Fitzgerald ASBS Pollution Reduction Program (Fitzgerald Program). The Fitzgerald Program involves implementation of targeted stormwater Best Management Practices (BMPs), water quality studies, BMP effectiveness monitoring, education and outreach and is scheduled to continue through March 2015. The goal of the Fitzgerald Program is to improve water quality, protect biological resources of the Fitzgerald ASBS, and to assist the County's efforts in complying with ASBS stormwater regulations implemented by the SWRCB.

**DISCUSSION:**

The first phase of the Fitzgerald Program included a pilot project to install and test the effectiveness of several types of stormwater BMPs. The pilot involved testing of two vegetated swale designs and other structural BMPs (storm drain inlet filtration devices). One swale design involved the use of native grass sod for biofiltration as shown in Exhibit B. The other swale design involved installation of an under drain system and biofiltration soils, permeable pavers and rock weirs for grade control and added stability, and a mixed palette of native plants including grasses and wetland species as shown in Exhibit C. Preliminary water quality monitoring results indicate that the vegetative swales are more effective than the structural BMPs in removing target pollutants (copper, lead, nickel, zinc, suspended sediment, etc.) from stormwater runoff before it is discharged into the ocean.

For the second phase of the Fitzgerald Program, the Department plans to install similar vegetated swale BMPs at 10 to 20 locations within the Fitzgerald ASBS watershed as shown in Exhibit D. The sites selected for implementation of the vegetated swale BMPs will be evaluated based on feasibility, site conditions, environmental permitting requirements and cost.

Proposals were solicited from contractors to provide design, construction, and maintenance services for these stormwater BMPs by direct mail, advertising in the newspapers, and by posting information to the Department's website as described in Exhibit A. The Department reviewed proposals submitted by four firms. Based on the results of the review, the Department is recommending that Go Native, Inc. be retained to provide design, construction, and maintenance services for the Project.

The Agreement is for an amount not to exceed \$250,000. The term of the Agreement will be from April 9, 2013 through March 31, 2015.

County Counsel has reviewed and approved the Resolution and Agreement as to form. Contractor meets insurance certification requirements.

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 Resolution will contribute to the Shared Vision 2025 outcome of an Environmentally Conscious Community by enabling the Department to implement the Fitzgerald Program to promote environmental stewardship and protect beneficial uses and biological resources of the Fitzgerald ASBS through community education and outreach and collaborative pollutant management and monitoring.

**FISCAL IMPACT:**

The Agreement has a not-to-exceed amount of \$250,000, which will be used to define the number of locations to install BMPs and compensate the contractor for the scope of

work to be performed. Funding for this Agreement will be from the Grant Agreement between the County and the SWRCB previously approved by your Board  
There is no impact to the General Fund.

Attachments: Exhibit A – Request for Proposals Process Matrix  
Exhibit B – Example of Native Grass Sod Swale  
Exhibit C – Example of Vegetated Swale with Under Drain System  
Exhibit D – James V. Fitzgerald ASBS Pollution Reduction Program  
Phase 2 Storm Drain BMP Sites

## Exhibit A

### Request for Proposals Process Matrix

#### James V. Fitzgerald ASBS Pollution Reduction Program

#### Storm Drain Best Management Practices Project

#### County of San Mateo Department of Public Works and Parks

1.	General Description of RFP	Provide design and construction services including, but not limited to, vegetated swale BMP conceptual design, implementation, and maintenance as part of the second phase of the James V. Fitzgerald ASBS Pollution Reduction Program.	
2.	List key evaluation criteria	Comparable firm experience, quality of firm, key staff, and lead personnel, understanding of project requirements, project management, budget/financial controls, and schedules/timing.	
3.	Where advertised	Examiner and posted on Public Works and Parks website.	
4.	In addition to any advertisement, list others to whom RFP was sent	Direct mail to twelve (12) habitat restoration, landscape, and construction firms in the Bay Area.	
5.	Total number of RFP's sent to prospective proposers	Twelve (12).	
6.	Number of proposals received	Four (4) firms submitted proposals.	
7.	Who evaluated the proposals	Representatives from the Department of Public Works and Parks	
8.	In alphabetical order, names of proposers (or finalists, if applicable) recommended for service agreement	Go Native, Inc. PO Box 370103 Montara, CA 94037	Contract - \$250,000
<b><u>Total Contract Amount: \$250,000</u></b>			

**Exhibit B**  
**James V. Fitzgerald ASBS Pollution Reduction Program**  
**Example of Native Grass Sod Swale from Phase 1 Pilot**



**Exhibit C**  
**James V. Fitzgerald ASBS Pollution Reduction Program**  
**Example of Vegetated Swale with Under Drain System from Phase 1 Pilot**







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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GO NATIVE, INC. TO PROVIDE DESIGN, CONSTRUCTION, AND MAINTENANCE SERVICES FOR THE JAMES V. FITZGERALD AREA OF SPECIAL BIOLOGICAL SIGNIFICANCE POLLUTION REDUCTION PROGRAM BEST MANAGEMENT PRACTICES PROJECT FOR THE TERM OF APRIL 9, 2013 THROUGH MARCH 31, 2015, IN AN AMOUNT NOT TO EXCEED \$250,000**

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

**WHEREAS**, the Board of Supervisors of County of San Mateo is authorized to engage the services of contractors; and

**WHEREAS**, the public interest and general welfare will be served by selecting and utilizing a contractor for various services; and

**WHEREAS**, this Board did on May 24, 2011, adopt Resolution No. 071429, which authorized the President of the Board of Supervisors to execute Grant Agreement No. 10-402-550, with the State Water Resources Control Board (SWRCB) for the James V. Fitzgerald ASBS Pollution Reduction Program (Fitzgerald Program) in the amount of \$2.3 million; and

**WHEREAS**, the Fitzgerald Program involves implementation of targeted stormwater Best Management Practices (BMPs), water quality studies, BMP effectiveness monitoring, and education and outreach and is scheduled to continue through March 2015; and

**WHEREAS**, the Department of Public Works and Parks is interested in executing an Agreement to assist with installation of vegetated swale BMPs as part of the Fitzgerald Program for a period between April 9, 2013 and March 31, 2015 in an amount not-to-exceed \$250,000; and

**WHEREAS**, Go Native, Inc. is a qualified engineering and landscape contractor with expertise in native plants, habitat restoration, and erosion and sediment control; and

**WHEREAS**, the Director of Public Works and Parks has recommended that said Agreement be entered into with Go Native, Inc. to perform design, construction, and maintenance services as part of the Fitzgerald Program; and

**WHEREAS**, this Board has considered the recommendation of the Director of Public Works and Parks.

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

1. The President of this Board of Supervisors shall be, and is hereby authorized and directed to execute an Agreement with Go Native, Inc. to provide design, construction, and maintenance services as part of the James V. Fitzgerald ASBS Pollution Reduction Program on behalf of County of San Mateo in an amount not-to-exceed \$250,000, and the Clerk of the Board shall attest to the President's signature thereto; and
2. Authorize the Director of the Department of Public Works and Parks or designee to execute contract amendments to 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.

\* \* \* \* \*



**AGREEMENT FOR DESIGN AND CONSTRUCTION SERVICES  
BETWEEN THE COUNTY OF SAN MATEO AND  
GO NATIVE, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Go Native, 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 design and construction services for the James V. Fitzgerald Area of Special Biological Significance Pollution Reduction Program Storm Drain Best Management Practices Project.

**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 – Services

Exhibit B – Payments and rates

Exhibit C – General Obligation of Contractor

Exhibit D – State Water Resources Control Board Grant Agreement No. 10-402-550

Attachment I – §504 Compliance

Attachment IP – Intellectual Property

**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”, Exhibit “C”, and Exhibit “D.”

**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", Exhibit "C", and Exhibit "D", 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 Two Hundred Fifty Thousand Dollars and No/100s [\$250,000.00].

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 9, 2013 through March 31, 2015 to coincide with the expiration date of the State Water Resources Control Board Grant Agreement No. 10-402-550 (Exhibit "D").

This Agreement may be terminated by Contractor, the Director of Department of Public Works and Parks 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 applicable laws, or (D) any other loss or cost resulting from the Contractor's negligent or reckless acts or

omissions or willful misconduct in connection with 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 the 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:**

James C. Porter, Director  
County of San Mateo  
Department of Public Works and Parks  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 363-4100  
Facsimile: (650) 361-8220

**In the case of Contractor, to:**

Go Native, Inc.  
PO Box 370103  
Montara, CA 94037  
Telephone: (650) 728-2286  
Facsimile: (650) 728-3067

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: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Go Native, Inc.

  
\_\_\_\_\_  
Contractor's Signature

Date: 3/25/13

## Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services at the request of the Director of Public Works and Parks or the Director's designee:

1. Contractor shall provide design and construction services including, but not limited to, vegetated swale BMP conceptual design, implementation, and maintenance to assist the County of San Mateo Department of Public Works and Parks (Department) in completing the second phase of the James V. Fitzgerald Pollution Reduction Program. Services shall include design and installation of vegetative swale BMPs at 10 to 20 locations within the Fitzgerald ASBS watershed.
2. Following final BMP site selection by the Department, Department will request the Contractor to prepare and submit a detailed Scope of Services, a not-to-exceed fee, and a timetable for completing the proposed work. Once approved, the Department will issue a Task Order authorizing the Contractor to begin work. Contractor agrees to complete the Scope of Services for an amount equal to or less than the not-to-exceed fee and within the time limits set forth in approved timetable.
3. The Scope of Services shall include, but not be limited to, the following four tasks:

### **Task 1 – Project Management**

The Contractor shall provide effective project management to ensure that the project is implemented on time and within budget. Project management tasks shall include project coordination, scheduling, budget tracking, and timely invoicing. The Contractor shall coordinate closely with the lead Department staff during all phases of the project and shall participate in office and/or field meetings with Department staff, as deemed necessary.

### **Task 2 – BMP Conceptual Design**

Prior to completing the conceptual design of the vegetated swale BMPs, the Contractor shall review all available topographic survey data, hydrology data, any associated environmental permits, and relevant design guidance documents (i.e., Municipal Regional Permit, San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook). The available data and documents will be provided to the Contractor by the Department or are available online at [www.flowstobay.org](http://www.flowstobay.org). The Contractor shall conduct any necessary preliminary studies or testing (i.e., infiltration testing, soil testing, additional hydraulic calculations) to ensure that the vegetated swales are properly designed. The Contractor shall then develop draft and final conceptual design plans for each project site. The conceptual design plans must include, at a minimum, a generalized site layout, swale typical cross-sections, and profiles showing design elevations. The submittal should also include plant lists and/or planting plans and specifications for erosion control and construction materials.

### **Task 3 – BMP Implementation and Construction**

Following Department approval of the conceptual design plans, the Contractor shall implement and construct the vegetated swale BMPs as designed. The work shall include clearing and grubbing, utility location and marking, excavation, grading, disposal of material, BMP installation and/or planting, and installation of erosion control materials and if warranted, barriers for the protection of the installed BMPs from vehicle parking. Prior to the start of construction, the Contractor shall submit a schedule for construction and a traffic control plan. The Contractor is responsible for all traffic control during construction. The Contractor shall not commence construction without a written Notice to Proceed from the Department. The Contractor shall coordinate with Department staff for required biological monitoring during construction. All work shall be conducted in accordance with the conditions specified in the associated environmental permits. All recommended construction BMPs and conservation measures shall be implemented and maintained by the Contractor. The Contractor is responsible for providing all labor, materials, tools, equipment, and incidentals necessary for completing the work.

### **Task 4 – BMP Maintenance**

The Contractor shall be responsible for maintenance of the vegetated swale BMPs throughout the remainder of the grant funded portion of the Fitzgerald Program (March 31, 2015). Maintenance shall include, but not be limited to, watering, weeding, additional planting, and sediment removal. Prior to the end of the contract, the Contractor shall provide the County with written recommendations for long-term maintenance.

## Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. County shall pay Contractor upon receipt in Accounting Section of the Department of Public Works and Parks of a written itemized invoice identifying the specific work completed, County project number (if applicable), number of hours involved and breakdown of charges. The total not-to-exceed amount will be stipulated in the Task Order(s). Costs for services for completion of each site location included in the Task Order(s) shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be based upon the Contractor's most recent fee schedule and by reference made a part of this Agreement. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
2. The Contractor hereby agrees to pay not less than the prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1170 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works and Parks, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.
3. The County's total fiscal obligation under this Agreement, shall not exceed \$250,000 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this agreement. Specific assignments that may be assigned to the Contractor shall have individual not-to-exceed amounts. The sum of individual task order not-to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed the total \$250,000 not-to-exceed amount for this Agreement without prior written approval by the County Board of Supervisors.

Exhibit "C"

**1. Contractor Personnel**

Contractor represents that it is qualified to furnish the services described under this Agreement. Contractor further declares that one or more members or employees of its firm and that of its sub Contractors, if so required by the State, if any, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. Contractor shall furnish to County for approval, upon execution of this Agreement, a list of all firms or corporations to be employed as sub Contractors.

Nothing in this Agreement abrogates the professional responsibilities of the Contractor and/or sub Contractors with respect to design defects, errors, omissions, or malpractice.

**2. Corrections and/or Revisions**

Contractor shall make and provide to the County all necessary corrections and/or revisions to the project design and document when it is determined by the Director of Public Works and Parks or his designated representative, that such changes are necessary for the project and are due to oversights, omissions or errors of Contractor.

**3. General Obligations of County**

County shall be responsible for providing any available data required by the Contractor as stipulated in any approved Task Order.

County shall examine documents submitted by Contractor and shall render comments and direction pertaining thereto promptly (up to two weeks or otherwise upon written agreement by County and Contractor), as stipulated in approved Task Orders.

**4. Payment Upon Suspension, Abandonment of Project, or Termination of Agreement**

If any Task Order is suspended for more than thirty (30) calendar days, or abandoned in all or part, Contractor shall be paid for services performed prior to receipt of thirty (30) days written notice from County of such suspension or abandonment, together with reimbursable expenses then due. In the event that the County abandons any Final Task Order, the County may specifically authorize additional work necessary to properly close out the project.

If this Agreement or any Task Order is suspended or terminated due to fault of Contractor, County shall be obligated to compensate Contractor only for that portion of Contractor's services that were satisfactorily performed.

**5. Performance of Services if Contractor is not Diligent in Performing Work**

In the event Contractor is not diligent in pursuing the designated services as specified in each Task Order, the Director of Public Works and Parks or the respective designated representative

may, at his option, seven (7) days after written notice to Contractor, perform any such required engineering services or retain a different Contractor to do the same, and the cost associated with having said work completed by means other than the Contractor will be retained from any sums not yet paid to the Contractor.

**6. Authorization to Proceed**

Contractor shall commence work upon receipt of the Task Order.

**6.1 Time of Completion of Each Task**

Contractor agrees to perform the professional services for the Task Order within the time limits set forth in the project schedule required by this Agreement. Any change in the scope of services as outlined in the Task Order will require a revised time table.

County agrees to exercise due diligence in performing its tasks to implement the Contractor's time schedule.

**7. County's Review and Approval**

Between each phase of work and at critical progress points there shall be a review and approval period by County and other agencies. County shall reject Contractor's submittal if changes and/or comments transmitted to Contractor by County during previous review were not addressed by Contractor in current submittal.

**8. Changes in Work**

The Director of Public Works and Parks or the respective designated representative may order changes in scope or character of work in writing which are mutually acceptable, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change. Increased compensation for changes shall be determined in accordance with Section 6.1 above. Compensation shall first have been agreed to in writing by County.

In the event that changes are ordered pursuant to this Section, the schedule for progress and completion and compensation as provided with respective Task Order shall be adjusted by negotiation between Contractor and County.

**9. Interest of Contractor/Contractor Independent of County**

In accepting this Agreement, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed throughout the term of this Agreement. Contractor certifies that no one who

has or will have any financial interest under this Agreement is an officer or employee of the County.

In the performance of the engineering services necessary for compliance with this Agreement, Contractor, and any of its sub Contractors or employees, shall be, and is at all times considered, an Independent Contractor, and is not an agent or employee of the County. Contractor has, and shall retain, the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him in the performance of his engineering services hereunder to include any and all sub Contractors employed for the project described herein. Contractor shall be solely responsible for all matters relating to payment of his employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his own acts and those of his subordinates and employees.

## **10. General Provisions**

- (a) The Contractor acknowledges that time is of the essence for all projects defined in approved Task Order(s) and agrees to complete all work within the time frame as stipulated within said Task Order(s). Time extensions shall only be approved with prior written approval of the County and failure to complete services according to a mutually agreed upon schedule may be grounds for contract termination.
- (b) The Contractor upon becoming aware of factors which would result in delays shall be responsible for alerting County to potential delays well in advance in order that possible mitigation measures may be evaluated. Contractor shall detail the nature and reasons for potential delays and shall provide the County with possible mitigation measures for consideration.
- (c) On matters pertaining to Task Orders to be performed and the time taken by Contractor to perform such services, the decision of the Director of Public Works and Parks or the respective designated representative will be final after discussions between County and Contractor.
- (d) The Contractor warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**11. Ownership of Documents**

Consistent with Attachment IP, all tracings, sketches, plans, specifications, estimates, maps, design calculations, quantity calculations, supporting documents, studies, survey notes, and other documents prepared by Contractor or sub Contractors under the terms of this Agreement shall be delivered to and become the property of the County without restriction or limitation on their use. However, should County re-use or utilize data or drawings not for their intended use then County shall be solely liable and indemnify Contractor against such use. Computer files used by Contractor to produce the final set of plans and specifications shall also be delivered in AutoCAD, Access, Excel and Word electronic form on compact disks or other media acceptable to the County at no additional cost and become the property of the County.

**12. Jobsite Safety and Environmental Protection**

Neither the professional activities of the Contractor nor the presence of the Contractor or his or her employees and sub Contractors at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety or environmental protection precautions required by any regulatory agencies. The Contractor and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor agrees that the General Contractor is solely responsible for jobsite safety, and environmental protection, and warrants that this intent shall be made evident in the County's Agreement with the General Contractor. The Contractor also agrees that the County, the Contractor and any other County Contractors that may be providing services at the construction site shall be indemnified and shall be made additional insured's under the General Contractor's general liability insurance policy.

Exhibit "D"

State Water Resources Control Board Grant Agreement No. 10-402-550

**PROPOSITION 84 AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE (ASBS) GRANT PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"  
AND**

**SAN MATEO COUNTY, hereinafter called "Grantee"**

**JAMES V. FITZGERALD ASBS POLLUTION REDUCTION PROGRAM, hereinafter called "Project"**

**AGREEMENT NO. 10-402-550**

The State and Grantee hereby agree as follows:

PROVISION(S). The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Public Resources Code § 75060 (Proposition 84 Clean Beaches Initiative)

PURPOSE. The State shall provide a grant to and for the benefit of Grantee for the purpose of implementing the James V. Fitzgerald ASBS Pollution Reduction Program, including implementation of targeted Best Management Practices (BMPs) and an education/outreach campaign.

GRANT AMOUNT. The maximum amount payable under this Agreement shall not exceed \$2,300,000. Global Positioning System (GPS) locations for any monitoring must be identified for this Project prior to any disbursements.

TERM OF AGREEMENT. The term of the Agreement shall begin on MAY 24, 2011, and continue through final payment plus thirty-five (35) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY MARCH 31, 2015. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER MAY 1, 2015.**

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

<b>State Water Board</b>	<b>Grantee: San Mateo County</b>
Name: Ruben Mora, Grant Manager	Name: James C. Porter, Project Director
Address: 1001 I Street, 16 <sup>th</sup> Floor	Address: 555 County Center, 5 <sup>th</sup> Floor
City, Zip: Sacramento 95814	City, Zip: Redwood City 94063
Phone: (916) 341-5387	Phone: (650) 599-1421
Fax: (916) 341-5707	Fax: (650) 361-8220
e-mail: rmora@waterboards.ca.gov	e-mail: jporter@co.sanmateo.ca.us

Direct all inquiries to:

<b>State Water Board</b>	<b>Grantee: San Mateo County</b>
Section: Division of Financial Assistance	Section: Department of Public Works
Attention: Melissa Miller, Program Analyst	Name: Julie Casagrande, Grant Contact
Address: 1001 I Street, 17 <sup>th</sup> Floor	Address: 555 County Center, 5 <sup>th</sup> Floor
City, Zip: Sacramento 95814	City, Zip: Redwood City 94063
Phone: (916) 993-3872	Phone: (650) 599-1457
Fax: (916) 341-5296	Fax: (650) 361-8220
e-mail: mmiller@waterboards.ca.gov	e-mail: jcasagrande@co.sanmateo.ca.us

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS & CONDITIONS
- Exhibit D SPECIAL CONDITIONS – PROPOSITION 84 ASBS GRANT PROGRAM

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

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

CAROLE GROOM  
Grantee Typed/Printed Name

May 24, 2011  
Date

[Signature]  
Attest

By: [Signature]  
Esteban Almanza, Deputy Director  
State Water Resources Control Board  
Division of Financial Assistance  
6/23/11  
Date

Reviewed by: [Signature]  
Office of Chief Counsel  
Date: 6/22/2011

Certificate of Delivery  
(Government Code Section 25103)  
I certify that a copy of the original document filed in  
the Office of the Clerk of the Board of Supervisors of  
San Mateo County has been delivered to the  
President of the Board of Supervisors.  
[Signature]  
Deputy Clerk of the Board of Supervisors

EXHIBIT A  
SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. In order for the State Water Board and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, GPS information for project site and monitoring locations must be identified for this Project prior to any disbursements. Submittal requirements for GPS data are available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).
2. The Grantee shall prepare and submit a Monitoring and Reporting Plan (MRP) that does all of the following: 1) identifies the nonpoint source(s) of pollution to be prevented or reduced by the Project; 2) describes the baseline water quality or quality of the environment to be addressed; 3) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results; and 4) describes the monitoring program, including, but not limited to, the methodology, frequency, and duration of monitoring.

The MRP shall be organized as follows, and may be submitted as separate documents or in one report.

2.1 Project Assessment and Evaluation

The Project Assessment and Evaluation Plan (PAEP) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results. The PAEP details the methods of measuring and reporting Project benefits. A PAEP will also identify the ASBS discharges and high threat discharges to be reduced or eliminated by the Project. The Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. Guidance for preparing the PAEP is available at:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).

2.2 Monitoring Plan

All projects must prepare a Monitoring Plan (MP). At a minimum, all MPs must: 1) describe the baseline water quality or quality of the environment to be addressed; 2) identify the non-point source(s) of pollution to be prevented or reduced by the Project; 3) be consistent with regional monitoring efforts and methods; and, 4) provide GPS information for all sampling locations.

The MP must include a description of the monitoring program and objectives, types of constituents to be monitored, methodology, the frequency and duration of monitoring, the sampling location for the monitoring activities, and a discussion of how monitoring is related to existing regional monitoring efforts. The MP must also include a map showing the proposed monitoring sites, along with existing regional monitoring and other critical monitoring efforts.

Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation. Guidance for preparing an MP is available at [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).

2.3 Quality Assurance Project Plan

If water quality monitoring is undertaken, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the State Water Board's Quality Assurance Officer for review and a decision regarding approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance

for preparing the QAPP is available at:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).

The Grantee shall upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

#### 2.4 Data Management

Upon the request of the Grant Manager, the Grantee shall submit all water quality data obtained through implementation of the Monitoring Plan to one of the four Regional Data Centers (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or University of California, Davis), in an electronic format that can readily be uploaded to the California Environmental Data Exchange Network (CEDEN), such as SWAMP data format templates.

3. All projects are required to comply with the California Environmental Quality Act (CEQA). No work that is subject to the CEQA or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the State Water Board's Division of Financial Assistance (Division). Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
4. If landowner agreements are required, signed copies must be submitted to the Grant Manager before works begins.
5. If permits are required, the permits must be obtained and signed copies submitted to the Grant Manager before work begins.
6. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Signage shall be posted in a prominent location at Project site (if applicable) or at the Grantee's headquarters and shall include the State Water Board color logo (available from the Program Analyst):



**Water Boards**

and the following disclosure statement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

7. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this exhibit. (Gov. Code, § 7550)

## B. PROJECT-SPECIFIC REQUIREMENTS

### 1. Project Management

- 1.1 Finalize and submit the Project Work Plan to the Grant Manager.
- 1.2 Establish and convene a Technical Advisory Committee (TAC), which shall meet and submit meeting notes to the Grant Manager bi-annually.

### 2. Pilot BMPs

#### 2.1 Design and Construction

- 2.1.1 Prepare and submit an implementation schedule to the Grant Manager.
- 2.1.2 Conduct necessary geotechnical, utility, and hydrologic investigations, and report findings to the Grant Manager.
- 2.1.3 Develop design criteria, standards, and plans for installation, construction, and maintenance of selected pollutant reduction devices/practices, and submit approved plans and specifications to the Grant Manager.
- 2.1.4 Submit Notice to Proceed to the Grant Manager.
- 2.1.5 Implement pilot BMPs in accordance with approved plans and specifications at a minimum of ten (10) locations, including high threat storm drain discharges and Green Parking Lot at the James V. Fitzgerald Marine Reserve.

#### 2.2 Monitoring

- 2.2.1 Document BMP efficacy by conducting water quality monitoring at the pilot BMP sites (pre- and post-implementation and/or upstream and downstream) in accordance with the QAPP, MP, and SWAMP guidelines.
- 2.2.2 Conduct pre- and post-construction photo documentation at the pilot BMP sites, and submit to the Grant Manager.

#### 2.3 Analysis

- 2.3.1 Analyze water quality data, including summary statistics, calculation of pollutant loading and removal, and graphs of the water data.
- 2.3.2 Assess BMP effectiveness as a function of pollutant removal efficiency, flow/capacity, installation costs, maintenance costs, and environmental conditions and restraints.
- 2.3.3 Submit a summary report to the Grant Manager showing water quality data, photo documentation, and results of the analysis, including recommendations for upland storm drain BMP selection.

### 3. Storm Drain Inventory and Assessment

- 3.1 Inventory storm water drainage features along county-maintained roads in the unincorporated communities of the mid coast (approximately seventy-five [75] linear miles) using GPS.
- 3.2 Develop geographic information systems (GIS) data.

- 3.3 Conduct an assessment of the storm drain system including the identification of problem areas for erosion, sediment accumulation, litter, and drainage deficiencies for multiple flood recurrence intervals and a feasibility investigation for removing direct ASBS discharges.
  - 3.4 Develop a prioritized list for system structure upgrades and storm water BMP implementation sites based on feasibility and pollution reduction potential.
  - 3.5 Submit a summary report to the Grant Manager showing recommendations, project descriptions, and cost estimates for structure upgrades and BMP implementation.
4. Pathogen Source Tracking Study
    - 4.1 Conduct pathogen source tracking, including genetic analysis and indicator bacteria monitoring, in five (5) drainages during dry and wet weather, according to QAPP, MP, and SWAMP guidelines.
    - 4.2 Analyze the data to determine the primary sources of pathogen contamination, prepare a summary report, and submit to the Grant Manager.
5. Education and Outreach
    - 5.1 Design and distribute three (3) ASBS newsletters, one each in May of 2012, 2013, and 2014, to mid coast residents and landowners, and submit a copy to the Grant Manager.
    - 5.2 Develop an ASBS website with packaged web content for posting at partner agency web sites, and forward the web link to the Grant Manager.
    - 5.3 Conduct a community survey on nonpoint source (NPS) knowledge, perceived mid coast water quality problems, willingness to participate, and ideas for water quality improvements. Submit survey results to the Grant Manager.
    - 5.4 Host a low impact development (LID) and retrofit workshop for developers, contractors, landowners, residents, and local government staff to provide resources and tools for reducing runoff and harvesting storm water. Proceedings from the workshop will be available on the ASBS website. Submit workshop agenda and materials to the Grant Manager.
    - 5.5 Install interpretive signs at the James V. Fitzgerald Marine Reserve Green Parking Lot and submit photo documentation to the Grant Manager.
6. Targeted Upland BMPs
    - 6.1 Design and Construction of Upland Storm Drain BMPs
      - 6.1.1 Prepare a list of upland storm drain BMPs based on results of the pilot BMPs, storm drain inventory and assessment, and pathogen source tracking study.
      - 6.1.2 Prepare and submit an implementation schedule to the Grant Manager.
      - 6.1.3 Conduct necessary geotechnical, utility, and hydrologic investigations and report findings to the Grant Manager.
      - 6.1.4 Develop design criteria, standards, and plans for installation, construction, and maintenance of selected pollutant reduction devices/practices, and submit approved plans and specifications to the Grant Manager.
      - 6.1.5 Submit Notice to Proceed to the Grant Manager.
      - 6.1.6 Implement upland storm drain BMPs at between ten (10) to twenty (20) sites in accordance with approved plans and specifications.

## 6.2 Design and Construction of Upland Private BMPs

- 6.2.1 Prepare a written plan identifying priorities for BMP implementation, and submit an implementation schedule to the Grant Manager.
- 6.2.2 Recruit and select upland private BMP projects through targeted outreach to residential landowners and agricultural operators. Outreach will include letters, flyers, press releases, e-mail ListServes, and an invitation at the LID workshop.
- 6.2.3 Develop and distribute an application packet to solicit proposals from landowners who wish to implement BMPs on their property.
- 6.2.4 Create and convene a selection committee to review and prioritize projects that will receive funding and technical assistance, and make recommendations to the Resource Conservation District (RCD) staff for project selection.
- 6.2.5 Obtain signed agreements from landowners acknowledging their willingness to participate in monitoring and reporting as well as their responsibility to maintain installed practices.
- 6.2.6 Develop designs, project plans, and cost estimates for the specific BMPs recommended for funding, and submit final designs and plans to the Grant Manager.
- 6.2.7 Submit the Notice to Proceed to the Grant Manager.
- 6.2.8 Implement between ten (10) to twenty (20) upland private BMPs in accordance with approved plans and specifications.

## 6.3 Monitoring of Upland BMPs

- 6.3.1 Conduct water quality monitoring at the upland BMP sites (pre- and post-implementation and/or upstream and downstream) and document BMP efficacy in accordance with the QAPP, MP, and SWAMP guidelines.
- 6.3.2 Conduct pre- and post-construction photo documentation at the upland BMP sites in accordance with State Water Board guidelines, and submit to the Grant Manager.

## 6.4 Analysis of Upland BMPs

- 6.4.1 Analyze water quality data, including summary statistics, calculation of pollutant loading and removal, and graphical displays.
- 6.4.2 Assess BMP effectiveness as a function of pollutant removal efficiency, flow/capacity, installation costs, maintenance costs, and environmental conditions and restraints.
- 6.4.3 Prepare a summary report, to include water quality data, photo documentation, and results of the analysis, and submit to the Grant Manager.

## 7. Project Assessment and Future Planning

- 7.1 Assess the Project according to criteria and metrics developed in the PAEP.
- 7.2 Conduct future planning, including development of a BMP Operation and Maintenance Plan; a plan for continuation of the Pollution Reduction Program, including future BMP implementation, based on pollution load reduction forecasts generated from models developed by San Francisco Estuary Institute (SFEI) as part of the Critical Coastal Area Pilot Project – Phase 2 State Water Board grant agreement, and calibrated with data from the current study; and assessment of county policies based on information gained from this Project.
- 7.3 Prepare a Project assessment and future planning report and submit to the Grant Manager.

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
A.	<b>PLANS AND GENERAL COMPLIANCE REQUIREMENTS</b>		
1.	GPS information for Project site and monitoring locations	Day 90	
2.1	Project Assessment and Evaluation Plan (PAEP)	Day 90	
2.2	Monitoring Plan (MP)	Day 90	
2.3	Quality Assurance Project Plan (QAPP)	Day 90	
3.	Copy of final CEQA/NEPA Documentation	9/15/11	
4.	Land Owner Agreement(s)		September 2013
5.	Applicable Permits		As required
B.	<b>PROJECT-SPECIFIC REQUIREMENTS</b>		
1.	Project Management		
1.1	Project Work Plan		July 2011
1.2	TAC Meeting Notes		Bi-annually September and March
2.	Pilot BMPs		
2.1.1	Implementation Schedule		September 2011
2.1.2	Report Findings		September 2011
2.1.3	Design Plans and Specifications		February 2012
2.1.4	Notice to Proceed		June 2012
2.2.2	Pre- and Post-Construction Photo Documentation		November 2012
2.3.3	Analysis Summary Report		March 2012
3.	Storm Drain Inventory and Assessment		
3.5	Storm Drain Inventory and Assessment Summary Report		December 2012
4.	Pathogen Source Tracking Study		
4.2	Pathogen Source Tracking Study Summary Report		December 2012
5.	Education and Outreach		
5.1	ASBS Newsletters		May 2012, 2013, 2014
5.2	Web Link to ASBS Website		September 2012
5.3	Survey Results		September 2012
5.4	Agenda and Workshop Materials		September 2012
5.5	Photo Documentation of Interpretive Signs and Exhibits		October 2014
6.	Targeted Upland BMPs		
6.1.2	Implementation Schedule		March 2013

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
6.1.3	Report Findings		March 2013
6.1.4	Design Plans and Specifications		April 2013
6.1.5	Notice to Proceed		June 2013
6.2.1	Implementation Schedule		March 2013
6.2.6	Design Plans and Specifications		April 2013
6.2.7	Notice to Proceed		June 2013
6.3.2	Pre- and Post-Construction Photo Documentation		November 2014
6.4.3	Analysis Summary Report		December 2014
7.	Project Assessment and Future Planning		
7.3	Project Assessment and Future Planning report		December 2014
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	INVOICING		Quarterly
F.	REPORTS		
1.	Progress Reports by the twentieth (20 <sup>th</sup> ) of the month following the end of the calendar quarter (March, June, September, and December)		Quarterly
2.	Annual Progress Summaries		9/30/2012 9/30/2013 9/30/2014
3.	Natural Resource Projects Inventory (NRPI) Project Survey Form	Before final invoice	
4.	Draft Project Report	1/31/2015	
5.	Final Project Report	3/1/2015	
6.	Final Project Summary	3/1/2015	
7.	Final Project Inspection and Certification	Before Final Invoice	

EXHIBIT B  
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section G.1 of this exhibit. The address for submittal is:

Ruben Mora, Grant Manager  
State Water Resources Control Board  
Division of Financial Assistance  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

2. Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The State Water Board Grant Manager has the responsibility for approving invoices.
3. Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support matching funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
4. The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
5. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
6. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
7. The invoice shall contain the following information:
  - a. The date of the invoice;
  - b. The time period covered by the invoice, i.e., the term "from" and "to";
  - c. The total amount due; and

- d. Original signature and date (in ink) of Grantee or its authorized representative.
- e. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN MAY 1, 2015.

**B. PROHIBITION OF INDIRECT COSTS**

The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining facilities; tuition and conference fees; and, generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or subagreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement.

**C. BUDGET CONTINGENCY CLAUSE**

The maximum amount to be encumbered under this Agreement for the 2010-11 fiscal year ending June 30, 2011, shall not exceed TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

**D. LINE ITEM BUDGET**

	PROP 84	MATCH	TOTAL
Personnel Services	\$ 393,700	\$ 24,875	\$ 418,575
Operating Expenses	\$ 17,300	\$ 0	\$ 17,300
Permit Fees, Mailing Education Materials, Field and Sampling Equipment			
Professional and Consultant Services	\$1,234,000	\$ 85,000	\$1,319,000
Pathogen Source Tracking (Genetic Analysis); Storm Drain Inventory and Assessment; Historical Record Review; San Mateo County RCD (Private/Public Upland BMPs); SFEI (Project Plans, Graphics/Education, Monitoring, Reporting); Green Parking Lot Survey; Plans; Interpretive Signs			
Construction (Contracted Services)	\$ 655,000	\$ 225,125	\$ 880,125
<b>TOTAL</b>	<b>\$2,300,000</b>	<b>\$ 335,000</b>	<b>\$2,635,000</b>

#### E. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

#### F. MATCH FUNDS

The Grantee agrees to provide match funds in the amount of THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000.00) for this Project. This amount of match funds is based on the classifications (i.e., Line Item Budget categories), funding sources, and amounts submitted by the Grantee in its application. Any changes in amount or adjustments in classifications or sources must be approved, in advance and in writing, by the Grant Manager.

#### G. REPORTS

1. PROGRESS REPORT. Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager by the twentieth (20<sup>th</sup>) of the month following the end of the calendar quarter (March, June, September, and December).
  - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
  - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. ANNUAL PROGRESS SUMMARIES. Prepare and provide an annual progress summary by September 30, 2012, September 30, 2013, and September 30, 2014. The summary must be no more than two (2) pages, and shall include pictures as appropriate. Upload an electronic copy of the Annual Progress Summary in pdf format to the FFAST system. The summary shall include the following:
  - a. A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
  - b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.

- c. An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.

A template for the Annual Progress Summary is available online at:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml)

3. **NRPI SURVEY FORM.** At the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Project Inventory (NRPI) Project Survey Form found at <http://www.ice.ucdavis.edu/nrpi>. Prior to final payment, the Grantee shall notify the Program Analyst they have uploaded an electronic copy of the form to the NRPI system.
4. **DRAFT PROJECT REPORT.** Prepare and submit to the Grant Manager, for review and comment, a draft Project Report that includes information collected by the recipient in accordance with the Project monitoring and reporting plan, a determination of the effectiveness of the Project in preventing or reducing pollution, and the results of the monitoring program. The draft report shall address the following narrative sections and items.
- a. A summary of the Project, describing Project purpose, scope and goals, activities completed, techniques used and partners involved.
- b. A report of all monitoring and management practices or management measures implemented, together with their corresponding locations. The report shall be in a format that enables the Grant Manager to find the physical location of each implemented practice or measure and/or monitoring event in a quick and efficient manner. Acceptable formats include, but are not limited to:
- Map of locations – The map of practices or measures implemented shall consist of dots placed on a USGS 7.5-minute quadrangle map at the implementation location. Lead lines shall be connected to a text box description of the practice or measure. The dots shall have a small enough diameter to enable the Grant Manager to locate the measure or practice within a 50-foot radius.
  - Project coding system – The project coding system shall explain the coding used to describe each implemented practice or measure and include a reference to the corresponding GPS location(s).
- c. Describe Project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the Project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) cost of implementing each BMP or management measure, 3) estimates or measurements of the amount of pollutants prevented from reaching surface or ground water, 4) documented changes in water quality based on monitoring, and 5) improved or protected beneficial uses.
- In addition, if the Grantee is responsible for the discharge(s) into the ASBS, the PAEP shall include:
- A description of how the Project addresses high threat discharges, and
  - Estimated dates and schedules for addressing future high threat discharges, if known.
- d. Identify lessons learned in carrying out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.
- e. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation.
- f. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into the Project from other sources. Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
- g. Identify planned or potential follow-up activities, such as any additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL) or local watershed plans.

- h. Include appropriate photos and graphics.
  - i. A list of items submitted as outlined in the Table of Items for Review.
  - j. Any additional information that is deemed appropriate by the Project Director or Grant Manager.
5. **FINAL PROJECT REPORT.** Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
  6. **FINAL PROJECT SUMMARY.** Prepare a brief summary of the information contained in the Final Project Report, including before and after pictures, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
  7. **FINAL PROJECT INSPECTION AND CERTIFICATION.** Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Manager.
  8. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

#### H. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

#### I. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

#### J. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C  
GENERAL TERMS & CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
4. **AUDIT:** The Grantee agrees the State Water Board, the Bureau of State Audits, the Governor of the State, or the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.  
(Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.)
5. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 3247 et seq.; Pub. Contract Code, § 7103.)
6. **CEQA/NEPA:**
  - a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
  - b. If this Project includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
7. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.

8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
10. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of any component the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
11. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the state in an amount equal to any damages paid by or loss incurred by the State due to such breach.
12. **DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
13. **DISPUTES:** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
14. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
15. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
16. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

17. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
18. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
19. **INSPECTION:** The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times during Project implementation and thereafter for the life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
20. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
21. **NONDISCRIMINATION:**
  - a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
  - b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
  - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
  - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.
22. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

23. NOTICE:

- a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
- b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
- c. Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division.
- d. Discovery of any unexpected endangered or threatened species, as defined in the federal or California Endangered Species Acts. Should a federal or state protected species be unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the Division. This notification is in addition to the Grantee's obligations under the federal or state Endangered Species Acts.
- e. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board's representatives.
- f. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
- g. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

24. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

25. PERMITS, CONTRACTING, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Grantee shall not contract with any individual or organization on USEPA's List of Violating

Facilities. (40 CFR, Part 31.35; Gov. Code, § 4477) [www.epls.gov](http://www.epls.gov). The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
  - b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
  - d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
26. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP pursuant to Labor Code, section 1771.5 and section 16423 of title 8 of the California Code of Regulations. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
27. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
28. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
  - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
  - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
  - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and,
  - f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.

29. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
30. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
31. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
32. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Water Boards.
33. **STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
34. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all

amounts due at the highest legal rate of interest from the date that notice of termination is mailed to/from the Grantee to the date of full repayment by the Grantee.

35. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
36. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel shall be at rates not to exceed those set by the Department of Personnel Administration. These rates may be found at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
37. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
38. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.
39. **VENUE:** The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
40. **WAIVER AND RIGHTS OF THE STATE WATER BOARD:** Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.
41. **WATERSHED MANAGEMENT PLAN CONSISTENCY:** Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan) adopted by a Regional Water Board, where such plans exist.
42. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT D  
SPECIAL CONDITIONS  
PROPOSITION 84 ASBS GRANT PROGRAM

1. The Grantee certifies that it is one of the following: a city, county, city and county, district.
2. This Grantee hereby warrants and represents that this Project is capable of contributing to sustained, long-term water quality or environmental restoration or protection benefits for a period of twenty (20) years.
3. The Grantee certifies that this Project is intended to address the causes of degradation, rather than symptoms.
4. This Project is consistent with water quality and resource protection plans prepared, implemented, or adopted by the State Water Board, the applicable Regional Water Board, and the State Coastal Conservancy.
5. Notwithstanding Exhibit A, the Grantee shall submit a monitoring and reporting plan that will do all of the following:
  - a. Identify the nonpoint source or sources of pollution to be prevented or reduced by Project;
  - b. Describe the baseline water quality or quality of the environment to be addressed;
  - c. Describe the manner that Project will prevent or reduce pollution and demonstrate desired environmental results;
  - d. Describe the monitoring program, including, but not limited to, the methodology, and the frequency and duration of monitoring; and,
6. Notwithstanding Exhibit A, upon completion of the Project, the Grantee shall submit a report to the State Water Board that summarizes the completed activities and indicates whether the purposes of the Project have been met. The report shall include information collected by the recipient in accordance with the Project monitoring and reporting plan, including a determination of the effectiveness of the Project in preventing or reducing pollution, and the results of the monitoring program.
7. The Grantee certifies that if a recovery plan for coho salmon, steelhead trout, or other threatened or endangered aquatic species exists, this Project is consistent with such a plan and, if feasible, implements actions in such a plan.
8. The Grantee certifies that any real property or interests in real property acquired for this Project shall be acquired from a willing seller.
9. As part of this Project, the Grantee shall include a monitoring component. The results of this monitoring component shall be submitted as set forth in Exhibit A, paragraphs A.2.2 & A.2.3 of this Agreement.
10. The Grantee certifies that it is providing a match amount of at least 5%. Eligible expenses incurred after November 7, 2006, and prior to the Project completion date, may be applied to the cost match.
11. The Grantee certifies that it has obtained or will obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.

**Attachment I – §504 Compliance**

**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

*President*  
\_\_\_\_\_  
Title of Authorized Official

*3/25/13*  
\_\_\_\_\_  
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."

## **Attachment IP – Intellectual Property Rights**

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Public Works and Parks



**Date:** March 2, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** James C. Porter, Director of Public Works and Parks

**Subject:** County-Wide Mitigation Fees for County Public Road Reconstruction and Adjustment of Fees for Fiscal Year 2013-14

**RECOMMENDATION:**

Adopt Resolutions:

- A) Accepting the report on county-wide mitigation fees for the period of January 1, 2012 to December 31, 2012; and
- B) Determining that for Calendar Year 2013, the rates for the fees for new development authorized by Chapter 2.53 of the San Mateo County Ordinance Code shall be computed on the base rates specified in Section 2.53.030, as adjusted in 2012.

**BACKGROUND:**

Your Board instituted mitigation fees in 1991 as a means of having developers of property contribute funds to construct and reconstruct County roads that are impacted by their developments. The enabling legislation - Government Code Sections 66484, et seq. - requires that funds be used in the same areas (zones) where the funds are collected. The Ordinance adopted by your Board which established mitigation fees, also established the various zones in the County, and:

1. requires that a report on the status of the mitigation fees by zone be prepared each year; and
2. allows for adjustments in the mitigation fees based on the change on the Construction Cost Index as published by the *Engineering News Record*.

**DISCUSSION:**

The fees as established use the residential fee as the base. Commercial and industrial fees are calculated as multiples of the residential fee, based on the type of use of the property with the exception of the Commercial – Self-Storage fee, which was established in 1999. The Ordinance provides for adjusting the mitigation fee based on changes in the *Engineering News Record* Construction Cost Index, which has increased over seventy percent (70%) since inception of the fees. In 2012 the Construction Cost Index increased by 1.5%, and therefore we are recommending that the base residential fee be adjusted to \$1.70 per square foot of assessable space, and that the Commercial – Self-Storage fee also increase to \$1.35 per square foot of assessable space. The following is a summary of the recommended fees:

	<b>Initial Fee</b>	<b>Total Change 1991-2011</b>	<b>2012 Fee</b>	<b>Proposed 2013 Fee</b>	<b>Percent Increase</b>
Residential	\$1.00	+70.0%	\$1.70	\$1.73	1.5%
Industrial	\$1.00	+70.0%	\$1.70	\$1.73	1.5%
Commercial – Self Storage*	\$0.80	+70.0%	\$1.35	\$1.37	1.5%
Commercial – Lodging	\$1.00	+70.0%	\$1.70	\$1.73	1.5%
Commercial – Retail	\$2.00	+70.0%	\$3.39	\$3.44	1.5%
Commercial – Office	\$2.00	+70.0%	\$3.39	\$3.44	1.5%

\*fee established – February 1999

The amount of funds that have been collected together with interest from inception of the fees in January 1991 through December 31, 2012, and the seven areas of benefit are included in Attachments A and B respectively.

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

Approval of this action contributes to the Shared Vision 2025 outcome of a Livable Community by collecting mitigation fees to aid in funding the reconstruction of roads and drainage facilities that are a benefit to residents and the general public.

**FISCAL IMPACT:**

Specific projects to be financed with Mitigation Fees will be recommended for budgeting through the normal budget process.

There is no impact to the General Fund.

Attachments:

Exhibit "A" - Countywide Mitigation Fee Account Activity 1991-2012

Exhibit "B" - Description of Areas of Benefit

**EXHIBIT "A"**  
**SAN MATEO COUNTY - DEPARTMENT OF PUBLIC WORKS**  
**MITIGATION FEES - LTD (ROADWAY IMPROVEMENT FUND 00114)**  
**AS OF DECEMBER 31, 2012**

PERIOD ENDING	TRANS TYPE	NORTH COUNTY	MID- PENINSULA	SOUTH BAYSIDE	EMERALD LAKE	SOUTH COUNTY	MID-COAST URBAN	RURAL	TOTALS
<b>Jun-91</b>	Collections	3,850.00	11,371.00	6,641.00	3,578.00	17,610.00	36,202.00	16,786.00	96,038.00
	Interest	34.18	130.83	185.41	233.08	260.86	394.87	224.93	1,464.16
	Expenditures Fund								0.00
	Balance	3,884.18	11,501.83	6,826.41	3,811.08	17,870.86	36,596.87	17,010.93	97,502.16
<b>Jun-92</b>	Collections	8,071.00	37,713.00	41,450.00	49,564.00	60,029.00	78,328.50	37,600.50	312,756.00
	Interest	414.84	1,587.98	2,250.41	2,829.02	3,166.21	4,792.64	2,730.08	17,771.18
	Expenditures Fund								0.00
	Balance	12,370.02	50,802.81	50,526.82	56,204.10	81,066.07	119,718.01	57,341.51	428,029.34
<b>Jun-93</b>	Collections	9,769.00	22,449.00	49,624.00	60,625.00	66,511.00	78,688.00	68,853.00	356,519.00
	Interest	1,025.79	3,926.64	5,564.63	6,995.38	7,829.15	11,850.84	6,750.71	43,943.14
	Expenditures Fund								0.00
	Balance	23,164.81	77,178.45	105,715.45	123,824.48	155,406.22	210,256.85	132,945.22	828,491.48
<b>Jun-94</b>	Collections	3,822.00	26,125.00	40,681.00	60,212.58	50,566.00	101,519.00	44,655.00	327,580.58
	Interest	1,058.52	4,051.94	5,742.20	7,218.61	8,078.98	12,229.00	6,966.13	45,345.38
	Expenditures Fund				(185,460.83)	(46,949.00)	(95,712.95)	(171,877.22)	(500,000.00)
	Balance	28,045.33	107,355.39	152,138.65	5,794.84	167,102.20	228,291.90	12,689.13	701,417.44
<b>Jun-95</b>	Collections	6,939.57	8,844.74	13,894.92	115,338.99	61,277.95	104,661.76	39,928.65	350,886.58
	Interest	1,255.96	4,171.59	730.48	7,072.84	5,534.90	11,767.98	5,218.61	35,752.36
	Expenditures Fund			(145,686.00)	75,880.83	(74,205.00)	(5,155.05)	93,747.22	(55,418.00)
	Balance	36,240.86	120,371.72	21,078.05	204,087.50	159,710.05	339,566.59	151,583.61	1,032,638.38

<b>Jun-96</b>	Collections	5,743.04	19,694.07	94,861.95	83,975.73	73,233.66	147,044.84	51,998.16	476,551.45
	Interest	1,988.57	6,634.23	5,491.51	13,644.15	11,033.41	23,048.42	9,642.68	71,482.97
	Expenditures								0.00
	Fund								
	Balance	43,972.47	146,700.02	121,431.51	301,707.38	243,977.12	509,659.85	213,224.45	1,580,672.80
<b>Jun-97</b>	Collections	15,393.60	14,770.71	110,008.25	111,550.45	89,246.50	136,921.41	48,201.26	526,092.18
	Interest	3,168.68	8,950.06	10,282.57	21,058.27	11,899.22	33,967.60	13,350.35	102,676.75
	Expenditures	(491.81)	(1,340.31)	(1,901.09)	(3,415.78)	(180,636.59)	(5,352.34)	(7,491.24)	(200,629.16)
	Fund								
	Balance	62,042.94	169,080.48	239,821.24	430,900.32	164,486.25	675,196.52	267,284.82	2,008,812.57
<b>Jun-98</b>	Collections	4,958.41	57,653.61	214,687.85	123,917.50	59,026.48	207,540.76	87,238.62	755,023.23
	Interest	3,747.97	11,779.71	19,358.33	30,086.22	11,865.16	47,092.98	18,108.12	142,038.49
	Expenditures	(2,254.48)	(1,350.78)	(2,683.66)	(4,966.73)	(1,333.02)	(5,265.92)	(2,110.33)	(19,964.92)
	Fund								
	Balance	68,494.84	237,163.02	471,183.76	579,937.31	234,044.87	924,564.34	370,521.23	2,885,909.37
<b>Jun-99</b>	Collections	6,227.40	83,432.66	104,390.76	110,343.75	88,678.63	225,715.66	76,874.99	695,663.85
	Interest	3,095.10	16,590.89	29,198.96	37,097.88	16,528.41	60,393.24	19,506.07	182,410.55
	Expenditures	(21,026.29)	(2,392.52)	(5,978.86)	(5,986.97)	(2,407.17)	(8,667.56)	(88,670.71)	(135,130.08)
	Fund								
	Balance	56,791.05	334,794.05	598,794.62	721,391.97	336,844.74	1,202,005.68	378,231.58	3,628,853.69
<b>Jun-00</b>	Collections	12,122.65	70,905.04	54,025.43	107,486.79	94,011.22	226,281.26	63,596.74	628,429.13
	Interest	4,571.89	26,238.66	30,425.56	42,483.39	19,918.53	72,157.34	27,790.72	223,586.09
	Expenditures	(1,384.39)	(1,246.03)	(12,171.31)	(2,513.66)	(322,630.96)	(576,352.30)	93,878.38	(822,420.27)
	Fund								
	Balance	72,101.20	430,691.72	671,074.30	868,848.49	128,143.53	924,091.98	563,497.42	3,658,448.64
<b>Jun-01</b>	Collections	17,815.78	37,687.73	50,659.09	122,602.76	223,877.52	262,495.37	47,176.42	762,314.67
	Interest	2,550.53	24,900.25	39,277.64	51,334.50	14,351.84	63,753.92	31,543.57	227,712.25
	Expenditures	(58,733.52)	(121,361.78)	(113,989.12)	(212,589.76)	(1,336.58)	(35,007.58)	(201,613.28)	(744,631.62)
	Fund								
	Balance	33,733.99	371,917.92	647,021.91	830,195.99	365,036.31	1,215,333.69	440,604.13	3,903,843.94

<b>Dec-01</b>	Collections	13,677.65	7,075.05	45,109.25	62,898.60	52,245.20	83,713.89	29,349.55	294,069.19
	Interest	537.62	4,304.05	7,695.37	10,017.82	4,552.69	14,370.36	5,228.82	46,706.73
	Expenditures	(20,370.49)	0.00	1,798.13	0.00	0.00	(1,535.14)	0.00	(20,107.50)
	Fund Balance	27,578.77	383,297.02	701,624.66	903,112.41	421,834.20	1,311,882.80	475,182.50	4,224,512.36
<b>Dec-02</b>	Collections	41,350.40	32,152.40	49,113.35	83,901.90	86,462.44	204,249.15	27,005.65	524,235.29
	Interest	1,223.28	14,588.49	27,247.52	32,253.44	16,755.90	51,387.06	18,269.67	161,725.36
	Expenditures	(364.26)	(29,291.92)	(17,340.24)	(295,985.99)	(32,603.24)	(48,950.77)	(3,526.87)	(428,063.29)
	Fund Balance	69,788.19	400,745.99	760,645.29	723,281.76	492,449.30	1,518,568.24	516,930.95	4,482,409.72
<b>Dec-03</b>	Collections	177,101.19	38,274.10	77,043.55	67,389.95	100,475.07	171,201.65	38,520.17	670,005.68
	Interest	6,609.97	11,396.66	23,801.28	24,676.33	18,813.13	48,915.21	14,958.91	149,171.49
	Expenditures	(1,011.44)	(181,099.11)	(202,612.04)	(91,471.56)	(2,518.19)	(407,055.83)	(201,482.34)	(1,087,250.51)
	Fund Balance	252,487.91	269,317.64	658,878.08	723,876.48	609,219.31	1,331,629.27	368,927.69	4,214,336.38
<b>Dec-04</b>	Collections	17,213.18	38,074.91	60,769.57	51,971.84	100,355.75	292,721.76	122,140.33	683,247.34
	Interest	6,870.71	7,126.47	16,274.45	18,599.44	16,710.26	39,069.50	11,189.52	115,840.35
	Expenditures	(26,261.19)	(51,214.82)	(202,604.15)	(153,158.97)	(102,932.47)	(57,576.42)	(1,994.62)	(595,742.64)
	Fund Balance	250,310.61	263,304.20	533,317.95	641,288.79	623,352.85	1,605,844.11	500,262.92	4,417,681.43
<b>Dec-05</b>	Collections	20,772.75	37,113.53	69,619.50	106,723.51	149,287.35	301,627.00	32,995.20	718,138.84
	Interest	7,547.19	6,996.76	15,966.51	16,333.38	18,638.64	49,791.69	14,074.51	129,348.68
	Expenditures	(17,274.99)	(150,499.62)	(60,496.86)	(459,810.42)	(152,165.29)	(52,968.44)	(150,910.42)	(1,044,126.04)
	Fund Balance	261,355.56	156,914.87	558,407.10	304,535.26	639,113.55	1,904,294.36	396,422.21	4,221,042.91
<b>Dec-06</b>	Collections	14,256.35	40,272.51	192,333.03	122,027.05	72,663.06	129,078.21	43,613.00	614,243.21
	Interest	9,555.61	6,250.17	20,891.92	11,974.96	23,837.63	69,155.49	13,782.57	155,448.35
	Expenditures	(46,089.92)	(30,744.84)	(229,551.80)	(121,464.92)	(102,751.10)	(349,134.09)	(151,622.12)	(1,031,358.79)
	Fund Balance	239,077.60	172,692.71	542,080.25	317,072.35	632,863.14	1,753,393.97	302,195.66	3,959,375.68
<b>Dec-07</b>	Collections	4,900.05	35,025.83	77,626.55	73,029.66	111,476.73	143,980.30	57,226.65	503,265.77
	Interest	11,373.07	8,492.09	12,299.55	16,101.53	32,075.97	82,878.30	14,926.18	178,146.69

	Expenditures	(273.58)	(201.48)	(535,844.20)	(389.42)	(781.01)	(126,549.50)	(366.96)	(664,406.15)
	Fund								
	Balance	255,077.14	216,009.15	96,162.15	405,814.12	775,634.83	1,853,703.07	373,981.53	3,976,381.99
<b>Dec-08</b>	Collections	6,322.68	19,681.65	17,756.76	62,614.45	140,032.81	88,460.36	18,403.03	353,271.74
	Interest	(4,488.65)	(4,318.72)	(312.81)	(8,687.01)	(14,257.91)	(4,383.64)	(6,858.64)	(43,307.38)
	Expenditures	(892.68)	(790.24)	(50,193.68)	(1,562.69)	(103,961.55)	(835,422.05)	(1,319.23)	(994,142.12)
	Net Actual	941.35	14,572.69	(32,749.73)	52,364.75	21,813.35	(751,345.33)	10,225.16	(684,177.76)
	Fund								
	Balance	256,018.49	230,581.84	63,412.42	458,178.87	797,448.18	1,102,357.74	384,206.69	3,292,204.23
<b>Dec-09</b>	Collections	13,852.71	24,039.40	37,107.35	53,998.00	56,933.80	59,023.02	14,780.92	259,735.20
	Interest	4,873.69	4,467.01	1,407.58	8,966.91	14,721.68	15,076.27	7,279.77	56,792.91
	Expenditures	(622.90)	(575.15)	(208.23)	(1,176.58)	(73,043.76)	(1,021,128.82)	(4,314.51)	(1,101,069.95)
	Net Actual	18,103.50	27,931.26	38,306.70	61,788.33	(1,388.28)	(947,029.53)	17,746.18	(784,541.84)
	Fund								
	Balance	274,121.99	258,513.10	101,719.12	519,967.20	796,059.90	155,328.21	401,952.87	2,507,662.39
<b>Dec-10</b>	Collections	13,888.07	33,556.71	32,200.32	42,966.42	110,074.54	44,257.85	26,553.01	303,496.92
	Interest	2,969.33	2,908.70	1,226.36	5,807.71	8,784.68	1,176.35	4,398.39	27,271.52
	Expenditures	(290.53)	(288.61)	(116.45)	(569.50)	(37,793.65)	(145,678.10)	(429.02)	(185,165.86)
	Net Actual	16,566.87	36,176.80	33,310.23	48,204.63	81,065.57	(100,243.90)	30,522.38	145,602.58
	Fund								
	Balance	290,688.86	294,689.90	135,029.35	568,171.83	877,125.47	55,084.31	432,475.25	2,653,264.97
<b>Dec-11</b>	Collections	2,504.17	17,922.14	71,681.40	24,030.93	97,495.54	32,978.68	21,199.28	267,812.14
	Interest	3,219.03	3,345.67	1,690.48	6,367.91	10,001.76	637.36	4,814.76	30,076.97
	Expenditures	(2,129.23)	(828.84)	(497.50)	(1,562.10)	(2,552.16)	(9,306.66)	(1,198.22)	(18,074.71)
	Net Actual	3,593.97	20,438.97	72,874.38	28,836.74	104,945.14	24,309.38	24,815.82	279,814.40
	Fund								
	Balance	294,282.83	315,128.87	207,903.73	597,008.57	982,070.61	79,393.69	457,291.07	2,933,079.37
<b>Dec-12</b>	Collections	10,100.68	11,755.36	36,093.43	60,110.45	94,116.51	22,695.18	8,888.38	243,759.99
	Interest	4,461.91	4,766.90	3,405.01	9,230.43	15,164.55	1,250.31	6,861.31	45,140.42
	Expenditures	(1,542.38)	(1,641.17)	(1,791.36)	(3,133.38)	(5,181.29)	(418.01)	(2,957.89)	(16,665.49)
	Net Actual	13,020.20	14,881.09	37,707.07	66,207.50	104,099.77	23,527.48	12,791.80	272,234.92
	Fund								
	Balance	307,303.03	330,009.96	245,610.80	663,216.07	1,086,170.38	102,921.17	470,082.87	3,205,314.29

**EXHIBIT "B"**

**Countywide Mitigation Fees  
AREAS OF BENEFIT**

<b>Name</b>	<b>Served by Arterials/Highways/Freeways</b>	<b>Major Unincorporated Areas</b>	<b>Minor Unincorporated Areas</b>
North County	I-280	Broadmoor Village Colma Country Club Park	Olympic Club California Golf & Country Club San Francisco Airport Area Guadalupe Canyon Parkway
Mid-Peninsula	I-280/Highway 92	Burlingame Hills San Mateo Highlands Devonshire	
South Bayside	Highway 101/Middlefield Road	Harbor Industrial North Fair Oaks Menlo Oaks	Mobile Home Parks (Haven Road) Ideal Cement
Emerald Lake	Edgewood Road/Alameda de las Pulgas	Palomar Park Emerald Lake Hills Oak Knoll	Kensington Square Whipple Terrace Edgewood Road
South County	I-280/Alameda de las Pulgas	Sequoia Tract West Menlo Park Ladera Los Trancos	Stanford Lands Weekend Acres
Mid-Coast Urban	Highway 1	Montara Moss Beach El Granada Princeton	
Rural	Skyline Boulevard/Highway 1	Skyline Area La Honda San Gregorio Pescadero All other rural areas	

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

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

\* \* \* \* \*

**RESOLUTION ACCEPTING THE REPORT ON COUNTY-WIDE MITIGATION FEES  
FOR THE PERIOD OF JANUARY 1, 2012 TO DECEMBER 31, 2012**

---

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

**WHEREAS**, County-Wide Mitigation Fees were established by Ordinance No. 3277 in December 1990, and amended by Ordinance No. 3458 in December 1992, Ordinance No. 3697 in January 1996, Ordinance No. 3819 in February 1998, and Ordinance No. 3988 in August 2000; and

**WHEREAS**, the fees have been collected and used to finance roadway reconstruction projects in the seven areas of benefit provided for by the Ordinance; and

**WHEREAS**, this Board will consider future roadway and drainage facility reconstruction projects to be wholly or partially financed by mitigation fees; and

**WHEREAS**, the Director of Public Works and Parks has presented this Board with a report on the status of fee collections and uses which has been included as Exhibit "A" - Countywide Mitigation Fee Account Activity 1991-2012.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Report on the Status of the County-Wide Impact Mitigation Fees for Public Road and Drainage Facility Reconstruction for the period of January 1, 2012 to December 31, 2012, as detailed in Exhibit "A" is accepted by this Board.

\* \* \* \* \*

**EXHIBIT "A"**

**SAN MATEO COUNTY - DEPARTMENT OF PUBLIC WORKS AND PARKS  
MITIGATION FEES - LTD (ROADWAY IMPROVEMENT FUND 00114) AS OF DECEMBER 31, 2012**

PERIOD ENDING	TRANS TYPE	NORTH COUNTY	MID-PENINSULA	SOUTH BAYSIDE	EMERALD LAKE	SOUTH COUNTY	MID-COAST URBAN	RURAL	TOTALS
<b>Jun-91</b>	Collections	3,850.00	11,371.00	6,641.00	3,578.00	17,610.00	36,202.00	16,786.00	96,038.00
	Interest	34.18	130.83	185.41	233.08	260.86	394.87	224.93	1,464.16
	Expenditures Fund								0.00
	Balance	3,884.18	11,501.83	6,826.41	3,811.08	17,870.86	36,596.87	17,010.93	97,502.16
<b>Jun-92</b>	Collections	8,071.00	37,713.00	41,450.00	49,564.00	60,029.00	78,328.50	37,600.50	312,756.00
	Interest	414.84	1,587.98	2,250.41	2,829.02	3,166.21	4,792.64	2,730.08	17,771.18
	Expenditures Fund								0.00
	Balance	12,370.02	50,802.81	50,526.82	56,204.10	81,066.07	119,718.01	57,341.51	428,029.34
<b>Jun-93</b>	Collections	9,769.00	22,449.00	49,624.00	60,625.00	66,511.00	78,688.00	68,853.00	356,519.00
	Interest	1,025.79	3,926.64	5,564.63	6,995.38	7,829.15	11,850.84	6,750.71	43,943.14
	Expenditures Fund								0.00
	Balance	23,164.81	77,178.45	105,715.45	123,824.48	155,406.22	210,256.85	132,945.22	828,491.48
<b>Jun-94</b>	Collections	3,822.00	26,125.00	40,681.00	60,212.58	50,566.00	101,519.00	44,655.00	327,580.58
	Interest	1,058.52	4,051.94	5,742.20	7,218.61	8,078.98	12,229.00	6,966.13	45,345.38
	Expenditures Fund				(185,460.83)	(46,949.00)	(95,712.95)	(171,877.22)	(500,000.00)
	Balance	28,045.33	107,355.39	152,138.65	5,794.84	167,102.20	228,291.90	12,689.13	701,417.44
<b>Jun-95</b>	Collections	6,939.57	8,844.74	13,894.92	115,338.99	61,277.95	104,661.76	39,928.65	350,886.58
	Interest	1,255.96	4,171.59	730.48	7,072.84	5,534.90	11,767.98	5,218.61	35,752.36
	Expenditures Fund			(145,686.00)	75,880.83	(74,205.00)	(5,155.05)	93,747.22	(55,418.00)
	Balance	36,240.86	120,371.72	21,078.05	204,087.50	159,710.05	339,566.59	151,583.61	1,032,638.38

<b>Jun-96</b>	Collections	5,743.04	19,694.07	94,861.95	83,975.73	73,233.66	147,044.84	51,998.16	476,551.45
	Interest	1,988.57	6,634.23	5,491.51	13,644.15	11,033.41	23,048.42	9,642.68	71,482.97
	Expenditures								0.00
	Fund								
	Balance	43,972.47	146,700.02	121,431.51	301,707.38	243,977.12	509,659.85	213,224.45	1,580,672.80
<b>Jun-97</b>	Collections	15,393.60	14,770.71	110,008.25	111,550.45	89,246.50	136,921.41	48,201.26	526,092.18
	Interest	3,168.68	8,950.06	10,282.57	21,058.27	11,899.22	33,967.60	13,350.35	102,676.75
	Expenditures	(491.81)	(1,340.31)	(1,901.09)	(3,415.78)	(180,636.59)	(5,352.34)	(7,491.24)	(200,629.16)
	Fund								
	Balance	62,042.94	169,080.48	239,821.24	430,900.32	164,486.25	675,196.52	267,284.82	2,008,812.57
<b>Jun-98</b>	Collections	4,958.41	57,653.61	214,687.85	123,917.50	59,026.48	207,540.76	87,238.62	755,023.23
	Interest	3,747.97	11,779.71	19,358.33	30,086.22	11,865.16	47,092.98	18,108.12	142,038.49
	Expenditures	(2,254.48)	(1,350.78)	(2,683.66)	(4,966.73)	(1,333.02)	(5,265.92)	(2,110.33)	(19,964.92)
	Fund								
	Balance	68,494.84	237,163.02	471,183.76	579,937.31	234,044.87	924,564.34	370,521.23	2,885,909.37
<b>Jun-99</b>	Collections	6,227.40	83,432.66	104,390.76	110,343.75	88,678.63	225,715.66	76,874.99	695,663.85
	Interest	3,095.10	16,590.89	29,198.96	37,097.88	16,528.41	60,393.24	19,506.07	182,410.55
	Expenditures	(21,026.29)	(2,392.52)	(5,978.86)	(5,986.97)	(2,407.17)	(8,667.56)	(88,670.71)	(135,130.08)
	Fund								
	Balance	56,791.05	334,794.05	598,794.62	721,391.97	336,844.74	1,202,005.68	378,231.58	3,628,853.69
<b>Jun-00</b>	Collections	12,122.65	70,905.04	54,025.43	107,486.79	94,011.22	226,281.26	63,596.74	628,429.13
	Interest	4,571.89	26,238.66	30,425.56	42,483.39	19,918.53	72,157.34	27,790.72	223,586.09
	Expenditures	(1,384.39)	(1,246.03)	(12,171.31)	(2,513.66)	(322,630.96)	(576,352.30)	93,878.38	(822,420.27)
	Fund								
	Balance	72,101.20	430,691.72	671,074.30	868,848.49	128,143.53	924,091.98	563,497.42	3,658,448.64
<b>Jun-01</b>	Collections	17,815.78	37,687.73	50,659.09	122,602.76	223,877.52	262,495.37	47,176.42	762,314.67
	Interest	2,550.53	24,900.25	39,277.64	51,334.50	14,351.84	63,753.92	31,543.57	227,712.25
	Expenditures	(58,733.52)	(121,361.78)	(113,989.12)	(212,589.76)	(1,336.58)	(35,007.58)	(201,613.28)	(744,631.62)
	Fund								
	Balance	33,733.99	371,917.92	647,021.91	830,195.99	365,036.31	1,215,333.69	440,604.13	3,903,843.94

<b>Dec-01</b>	Collections	13,677.65	7,075.05	45,109.25	62,898.60	52,245.20	83,713.89	29,349.55	294,069.19
	Interest	537.62	4,304.05	7,695.37	10,017.82	4,552.69	14,370.36	5,228.82	46,706.73
	Expenditures	(20,370.49)	0.00	1,798.13	0.00	0.00	(1,535.14)	0.00	(20,107.50)
	Fund Balance	27,578.77	383,297.02	701,624.66	903,112.41	421,834.20	1,311,882.80	475,182.50	4,224,512.36
<b>Dec-02</b>	Collections	41,350.40	32,152.40	49,113.35	83,901.90	86,462.44	204,249.15	27,005.65	524,235.29
	Interest	1,223.28	14,588.49	27,247.52	32,253.44	16,755.90	51,387.06	18,269.67	161,725.36
	Expenditures	(364.26)	(29,291.92)	(17,340.24)	(295,985.99)	(32,603.24)	(48,950.77)	(3,526.87)	(428,063.29)
	Fund Balance	69,788.19	400,745.99	760,645.29	723,281.76	492,449.30	1,518,568.24	516,930.95	4,482,409.72
<b>Dec-03</b>	Collections	177,101.19	38,274.10	77,043.55	67,389.95	100,475.07	171,201.65	38,520.17	670,005.68
	Interest	6,609.97	11,396.66	23,801.28	24,676.33	18,813.13	48,915.21	14,958.91	149,171.49
	Expenditures	(1,011.44)	(181,099.11)	(202,612.04)	(91,471.56)	(2,518.19)	(407,055.83)	(201,482.34)	(1,087,250.51)
	Fund Balance	252,487.91	269,317.64	658,878.08	723,876.48	609,219.31	1,331,629.27	368,927.69	4,214,336.38
<b>Dec-04</b>	Collections	17,213.18	38,074.91	60,769.57	51,971.84	100,355.75	292,721.76	122,140.33	683,247.34
	Interest	6,870.71	7,126.47	16,274.45	18,599.44	16,710.26	39,069.50	11,189.52	115,840.35
	Expenditures	(26,261.19)	(51,214.82)	(202,604.15)	(153,158.97)	(102,932.47)	(57,576.42)	(1,994.62)	(595,742.64)
	Fund Balance	250,310.61	263,304.20	533,317.95	641,288.79	623,352.85	1,605,844.11	500,262.92	4,417,681.43
<b>Dec-05</b>	Collections	20,772.75	37,113.53	69,619.50	106,723.51	149,287.35	301,627.00	32,995.20	718,138.84
	Interest	7,547.19	6,996.76	15,966.51	16,333.38	18,638.64	49,791.69	14,074.51	129,348.68
	Expenditures	(17,274.99)	(150,499.62)	(60,496.86)	(459,810.42)	(152,165.29)	(52,968.44)	(150,910.42)	(1,044,126.04)
	Fund Balance	261,355.56	156,914.87	558,407.10	304,535.26	639,113.55	1,904,294.36	396,422.21	4,221,042.91
<b>Dec-06</b>	Collections	14,256.35	40,272.51	192,333.03	122,027.05	72,663.06	129,078.21	43,613.00	614,243.21
	Interest	9,555.61	6,250.17	20,891.92	11,974.96	23,837.63	69,155.49	13,782.57	155,448.35
	Expenditures	(46,089.92)	(30,744.84)	(229,551.80)	(121,464.92)	(102,751.10)	(349,134.09)	(151,622.12)	(1,031,358.79)
	Fund Balance	239,077.60	172,692.71	542,080.25	317,072.35	632,863.14	1,753,393.97	302,195.66	3,959,375.68

<b>Dec-07</b>	Collections	4,900.05	35,025.83	77,626.55	73,029.66	111,476.73	143,980.30	57,226.65	503,265.77
	Interest	11,373.07	8,492.09	12,299.55	16,101.53	32,075.97	82,878.30	14,926.18	178,146.69
	Expenditures	(273.58)	(201.48)	(535,844.20)	(389.42)	(781.01)	(126,549.50)	(366.96)	(664,406.15)
	Fund Balance	255,077.14	216,009.15	96,162.15	405,814.12	775,634.83	1,853,703.07	373,981.53	3,976,381.99
<b>Dec-08</b>	Collections	6,322.68	19,681.65	17,756.76	62,614.45	140,032.81	88,460.36	18,403.03	353,271.74
	Interest	(4,488.65)	(4,318.72)	(312.81)	(8,687.01)	(14,257.91)	(4,383.64)	(6,858.64)	(43,307.38)
	Expenditures	(892.68)	(790.24)	(50,193.68)	(1,562.69)	(103,961.55)	(835,422.05)	(1,319.23)	(994,142.12)
	Net Actual Fund Balance	941.35	14,572.69	(32,749.73)	52,364.75	21,813.35	(751,345.33)	10,225.16	(684,177.76)
		256,018.49	230,581.84	63,412.42	458,178.87	797,448.18	1,102,357.74	384,206.69	3,292,204.23
<b>Dec-09</b>	Collections	13,852.71	24,039.40	37,107.35	53,998.00	56,933.80	59,023.02	14,780.92	259,735.20
	Interest	4,873.69	4,467.01	1,407.58	8,966.91	14,721.68	15,076.27	7,279.77	56,792.91
	Expenditures	(622.90)	(575.15)	(208.23)	(1,176.58)	(73,043.76)	(1,021,128.82)	(4,314.51)	(1,101,069.95)
	Net Actual Fund Balance	18,103.50	27,931.26	38,306.70	61,788.33	(1,388.28)	(947,029.53)	17,746.18	(784,541.84)
		274,121.99	258,513.10	101,719.12	519,967.20	796,059.90	155,328.21	401,952.87	2,507,662.39
<b>Dec-10</b>	Collections	13,888.07	33,556.71	32,200.32	42,966.42	110,074.54	44,257.85	26,553.01	303,496.92
	Interest	2,969.33	2,908.70	1,226.36	5,807.71	8,784.68	1,176.35	4,398.39	27,271.52
	Expenditures	(290.53)	(288.61)	(116.45)	(569.50)	(37,793.65)	(145,678.10)	(429.02)	(185,165.86)
	Net Actual Fund Balance	16,566.87	36,176.80	33,310.23	48,204.63	81,065.57	(100,243.90)	30,522.38	145,602.58
		290,688.86	294,689.90	135,029.35	568,171.83	877,125.47	55,084.31	432,475.25	2,653,264.97
<b>Dec-11</b>	Collections	2,504.17	17,922.14	71,681.40	24,030.93	97,495.54	32,978.68	21,199.28	267,812.14
	Interest	3,219.03	3,345.67	1,690.48	6,367.91	10,001.76	637.36	4,814.76	30,076.97
	Expenditures	(2,129.23)	(828.84)	(497.50)	(1,562.10)	(2,552.16)	(9,306.66)	(1,198.22)	(18,074.71)
	Net Actual Fund Balance	3,593.97	20,438.97	72,874.38	28,836.74	104,945.14	24,309.38	24,815.82	279,814.40
		294,282.83	315,128.87	207,903.73	597,008.57	982,070.61	79,393.69	457,291.07	2,933,079.37

<b>Dec-12</b>	Collections	10,100.68	11,755.36	36,093.43	60,110.45	94,116.51	22,695.18	8,888.38	243,759.99
	Interest	4,461.91	4,766.90	3,405.01	9,230.43	15,164.55	1,250.31	6,861.31	45,140.42
	Expenditures	(1,542.38)	(1,641.17)	(1,791.36)	(3,133.38)	(5,181.29)	(418.01)	(2,957.89)	(16,665.49)
	Net Actual	13,020.20	14,881.09	37,707.07	66,207.50	104,099.77	23,527.48	12,791.80	272,234.92
	Fund								
	Balance	307,303.03	330,009.96	245,610.80	663,216.07	1,086,170.38	102,921.17	470,082.87	3,205,314.29



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

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

\* \* \* \* \*

**RESOLUTION DETERMINING THAT FOR CALENDAR YEAR 2013, THE RATES FOR THE FEES FOR NEW DEVELOPMENT AUTHORIZED BY CHAPTER 2.53 OF THE SAN MATEO COUNTY ORDINANCE CODE SHALL BE COMPUTED ON THE BASE RATES SPECIFIED IN SECTION 2.53.030, AS ADJUSTED IN 2012**

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

**WHEREAS**, in 1991 this Board adopted an Ordinance, which is now codified at Ordinance Code Chapter 2.53, that provides for Mitigation Fees to be collected from applicants for building permits in the unincorporated area of the County; and

**WHEREAS**, the fees collected are used for the reconstruction of public roads and drainage facilities lying within the same area; and

**WHEREAS**, Ordinance Code section 2.53.080 (a) provides that on January 1st of each year beginning in 2001, the development fees imposed by this chapter shall be adjusted by a percentage amount equivalent to the percentage change in the Engineering News Record Construction Cost Index for the preceding twelve (12) month period; and

**WHEREAS**, the Construction Cost Index as published by the *Engineering News Record* has shown an increase in the cost of public improvement construction equivalent to seventy percent (70%) between January 1991 and January 2013; and





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



**Date:** March 7, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Sheriff Greg Munks  
**Subject:** Agreement for Inmate Telephone Services

**RECOMMENDATION:**

Adopt a Resolution authorizing an agreement with Securus Technologies for the provision of inmate telephone services for a term beginning April 9, 2013 and ending three years from the date of cutover, in exchange for a minimum annual guaranteed commission revenue of \$820,000 to fund inmate welfare services.

**BACKGROUND:**

In 2007, the County awarded the Inmate Telephone Service contract to Global Tel\*Link (GTL) for an initial period of 3 years. In 2010, the County exercised its option to renew the contract with GTL for an additional 2 years, 4 months. This contract is scheduled to expire on March 31, 2013, but will be extended until cutover to the new provider is completed.

In November, 2012 the Sheriff's Office issued a Request For Proposals (RFP) for the provision of inmate telephone systems. Eleven inmate telephone service providers were contacted by e-mail or telephone. They were provided with web links to the RFP. In addition to posting the RFP on the Sheriff's Office website and County Purchasing website, notices were posted in local print media. A facility tour and pre-proposal conference were held in November and December of 2012 respectively. Representatives from six prospective vendors attended both the tour and conference. Proposals were due on January 3, 2013.

**DISCUSSION:**

Six proposals were received in response to the RFP. These were from Securus Technologies; Global Tel-Link; ICSolutions; Paytel Communications; Legacy Communications, Inc.; and Telmate. A proposal review panel consisting of representatives from County Purchasing; Information Services Department; senior managers of the Sheriff's Corrections Division; and Assistant Sheriff, Trisha Sanchez

evaluated all six proposals closely. The panel reviewed each of the written proposals that were submitted and also listened to in-person presentations made by the three finalists. The committee determined Securus Technologies, Inc. to be the recommended provider of this service. A period of contract negotiations ensued, which was recently completed in March 2013.

Securus Technologies offered the best overall services and financial terms, and will provide the facility with state of the art inmate telecommunications equipment and technology.

Pursuant to Penal Code section 4025, the Inmate Welfare Trust Fund is designated as the recipient of the commission to be paid over the term of the contract. Among the programs that will benefit from these funds are the Choices program, the general education program provided by the County Office of Education, and Mental Health Services.

The Agreement and Resolution have been reviewed and approved by County Counsel as to form. Contractor meets insurance certification requirements. 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.

Approving this agreement contributes to the 2025 Vision Outcome of a Healthy Community by ensuring that communication between inmates and their families, attorneys, and/or others continue without interruption and by ensuring that inmate programming provided by the Inmate Welfare Trust Fund continues.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Number of Inmates that participated in the Choices program	1,078	1,000
Number of Inmates that participated in the general education program provided by the Office of Education	364	350
Number of inmates that received mental health services.	336	300

**FISCAL IMPACT:**

In exchange for the exclusive license to operate inmate telephones within Sheriff's existing Correctional facilities, Securus Technologies, Inc. will provide commission at the rate of 82.3% of all local, long distance and prepaid calls into the Inmate Welfare Fund. A minimum annual commission of \$820,000 is guaranteed and is payable in advance of each year. Annually there will be a true-up, with revenues in excess of the minimum annual commission sent to the County. There is no Net County Cost associated with this agreement.

## REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	To seek proposals from vendors interested in providing Inmate Telephone service in the County's correctional facilities
2.	List key evaluation criteria	Key evaluation factors included:- Technical & Operational Specifications; Commission revenue to Inmate Welfare Trust Fund; Experience in similar size jail clients; On-going service and support requirements; and Cost of service and proposed rate structure
3.	Where advertised	San Mateo County Times, Sheriff's Website, County Purchasing Dept Website
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	Eleven inmate telephone service providers throughout the Country were contacted either through their e-mail address or telephone.
5.	Total number of RFP's sent to prospective proposers	Actual RFP's were not sent out to prospective proposers. They were referred to either the Sheriff's web-site or the County Purchasing Dept Web-site to access and download the RFP.
6.	Number of proposals received	Six
7.	Who evaluated the proposals	<p><u>Sheriff's Office Representation</u></p> <ul style="list-style-type: none"> <li>• Assistant Sheriff</li> <li>• Acting Captain of Corrections Division</li> <li>• Lieutenant – Alternative Sentencing Bureau</li> </ul> <p><u>County Representation</u></p> <ul style="list-style-type: none"> <li>• Buyer from the County's Purchasing Dept</li> <li>• Finance Manager from the County's Information Services Dept (ISD)</li> </ul>

8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Global Tel*Link, Mobile, Alabama ICSolutions, San Antonio, Texas Legacy Communications, Inc. Cypress, California Pay Tel Communications, Greensboro, NC Securus Technologies, Inc., Dallas, Texas Telmate, San Francisco, California
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**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH SECURUS TECHNOLOGIES FOR THE PROVISION OF INMATE TELEPHONE SERVICES FOR A TERM BEGINNING APRIL 9, 2013 AND ENDING THREE YEARS FROM THE DATE OF CUTOVER, IN EXCHANGE FOR A MINIMUM ANNUAL GUARANTEED COMMISSION REVENUE OF \$820,000 TO FUND INMATE WELFARE SERVICES**

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

**WHEREAS**, inmates in the Sheriff's correctional facilities have the need and entitlement to the use of pay telephones for the placing of collect calls to family, attorneys and/or others; and

**WHEREAS**, commission revenues generated from the operation of an inmate telephone system are exclusively deposited into the Sheriff's Inmate Welfare Trust Fund, to be used for the benefit of inmates and their families, pursuant to Penal Code Section 4025; and

**WHEREAS**, the Sheriff's Office has issued and administered said RFP, and through that process has selected and recommended to this Board an Agreement with Securus Technologies, for provision of inmate telephone services for a three-year period, with two optional one-year extensions thereafter; and

**WHEREAS**, this Board has been presented with a form of such Agreement and has examined and approved it as to both form and content and desires to enter into the

same; and

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

- A. 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; and
  
- B. The Sheriff shall be authorized to execute either or both of the optional one year renewals for and on behalf of the County of San Mateo, and to negotiate additional revenue enhancements if the Sheriff determines that it is appropriate and in the best interests of the County and Inmate Welfare Trust Fund to do so.

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# AGREEMENT

## BETWEEN THE COUNTY OF SAN MATEO AND SECURUS TECHNOLOGIES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SECURUS TECHNOLOGIES, hereinafter called "Contractor";

### WITNESSETH:

*WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of providing inmate telephone service at the County Correctional Facility; and*

*WHEREAS, pursuant to Penal Code Section 4025, the Sheriff shall deposit all funds or commissions received from pay telephones used by inmates in county correctional facilities into the Inmate Welfare Fund, for the benefit, education and welfare of inmates; and*

*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*

**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 – Services  
Attachment 1 - §504 Compliance  
Attachment 2 - Contractor's Declaration Form

### **2. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the County granting Contractor the exclusive right and license to install, maintain, and operate an Inmate Telecommunications System and related hardware and software within the county's jail and/or detention facilities, Contractor will design, procure, configure, install and operate an inmate telephone system and will pay county as set forth herein. The system shall comply in all respects with Exhibit A to this agreement.

### **3. UTILIZATION OF FACILITY**

In consideration of Contractor's payment of Commission to the county and the provision of inmate phone services as set forth herein, County grants Contractor the exclusive right and license to install and maintain an Inmate Telecommunications System governing all inmate calls, including local and long distance traffic for collect and debit calling and related hardware and software, (collectively "Contractor Equipment") within existing county jail and/or detention facilities (collectively the "Facilities"), and hereby gives contractor permission to use County's Facilities for that sole purpose,

upon the terms and conditions set forth in this Agreement. On dates and at times that are mutually agreeable to the Sheriff or his designee and the Contractor, the County will make the Facility available to Contractor for complete installation and operation of the equipment, and Contractor will limit its use of county facilities to the phone services set forth herein.

#### 4. PAYMENTS

- A. **Amount of Payment:** In full consideration of County granting Contractor the exclusive right and license to install and maintain an Inmate Telecommunications System described in this agreement and the Exhibit hereto, Contractor shall pay County as set forth herein, in accordance with the Commission rate for all interlata and Intralata (local carrier and long distance) phone calls, plus additional payments, as specified:

**Commission:** Contractor will pay the County a Commission of EIGHTY TWO POINT THREE percent (82.3%) of the **GROSS REVENUE BILLED** from use of the Equipment through all collect calls placed by inmates within the Facility. No deductions will be made from **GROSS REVENUE BILLED** for costs associated with fraud, bad debt, line charges, equipment charges, billing and collection charges, or other fees. The Commission shall be paid to the County on an annual basis, as set forth in Section C, below.

**Minimum Commission:** Contractor further guarantees the County of San Mateo a minimum commission of \$820,000 per year (minimum annual guarantee "MAG"), payable in advance annually for the duration of this agreement. If earned commission from prior 12 months exceeds \$820,000, Contractor will increase the advance payment to an amount equivalent to the prior year's earned commission. All commission payments shall be final and binding upon the County unless written objection thereto is received by Contractor within sixty (60) days of mailing of the Commission payment to County by Contractor.

**Sale of Pre-paid phone cards to County at discounted rate:** In addition, the contractor will sell prepaid calling cards to the Sheriff's Office at a discounted rate of SEVENTEEN POINT SEVEN percent (17.7%), with the understanding that the cards will be resold to the inmates for use on the contractors platform while the inmates are in custody, and on other providers platforms when the inmate leaves the County Correctional Facility. No commission is payable on the value of pre-paid card usage.

**Tariff Rate:** Initially, the rates charged to inmates or to the persons whom they call collect, which are associated with this Agreement, will be the rates proposed in the Contractor's proposal submitted on 1/3/2013, which shall be equivalent to the rates offered by the prior service provider during 2013. Any rate or tariff increase for inmate telephone calls is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established be increased to the extent that the maximum tariffs charged by the common carrier are exceeded.

- B. **Inmate Welfare Fund.** All proceeds to County under this agreement shall be deposited to the Inmate Welfare Fund, pursuant to Section 4025(d) PC, and shall be used for such inmate services as described therein and pursuant to Title 15, Article 6, California Code of Regulations (CCR).
- C. **Schedule of Payments.** Contractor will pay the County the yearly Commission on an annual basis tied to the anniversary of its First Minimum Annual Guarantee Payment ("Anniversary Date"). The commissions shall be due in advance for each Anniversary Date, but in any event must be paid not later than fifteen (15) days following the Anniversary Date. A late penalty fee at the rate of 5% will be applicable on the amount for each day late (e.g. If payment is made on the 19th day following the end of the preceding year, the 5% penalty will be for nineteen (19) days even though there was a fifteen (15) day grace period). A reconciliation of the Minimum Annual Guaranteed payment paid for the year

against actual commission due will be made each year. If actual commission exceeds the Minimum Annual Guarantee, Contractor shall provide a true up payment not later than fifteen (15) days following the last day of the year. No refund will be given by County to Contractor if actual commission falls below the guaranteed minimum. Contractor understands that failure to pay County accurate commissions based on gross billables shall be grounds for termination. Payments shall be sent to:

San Mateo County Sheriff's Office  
Attn: Financial Services Manager  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA 94063

**Initial Annual Payment Date:** Contractor will make its first Minimum Annual Guaranteed Payment of \$820,000 no later than 15 days after the completion of Contractor's equipment installation and cutover of services from the prior inmate telephone service provider.

#### **5. TERM AND TERMINATION**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect beginning the date of execution and three (3) years from date of cutover, as defined in section 2(A)6 of Exhibit A, ("Initial Term"). At its sole discretion, the County may exercise the option to extend this Agreement by up to an additional two one (1) year renewals thereafter, by written notification to Contractor by County, or no later than thirty (30) days prior to the termination of the original three year term or first one-year renewal term. This agreement may be terminated by Contractor, Sheriff or his designee at any time upon one hundred eighty (180) days written notice to the other party. If either party terminates for convenience with one hundred eighty (180) days written notice to the other party, any prepaid commissions shall be reimbursed to the payee on a pro-rated basis.

#### **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 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**

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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 Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. 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.
- B. 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:

1) Comprehensive General Liability .....	\$1,000,000
2) Motor Vehicle Liability Insurance .....	\$1,000,000
3) 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.

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 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:
  - 1) termination of this Agreement;
  - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - 3) liquidated damages of \$2,500 per violation;
  - 4) 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 shall 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.

## **13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT**

- A. County shall have the right to audit, when it so determines, the activities of Contractor to insure contract compliance. County may elect to use a qualified independent auditor for this purpose. If county elects to have an independent audit completed, Contractor agrees to pay 50% of the cost of the mutually selected independent auditor. The audit shall include, but is not limited to: equipment and system operations, call processing, maintenance, management support, revenue and commission information and reporting, including the rating and billing of calls, and the preparation of commission reports. Contractor shall cooperate by providing any and all requested information, including that from a Clearinghouse, in a timely fashion. Non-cooperation will be grounds for dismissal of the agreement between the parties.
- B. Contractor shall maintain all required records for five (5) years after the expiration of this agreement 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.
- C. 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.
- D. 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. FAILURE TO PERFORM**

If Contractor fails to perform according to the terms and conditions of this Agreement, County may, in addition to any other remedy it may have, issue a declaration of default. This agreement may be terminated as a result of such default. The following are examples of causes for default, but this enumeration is not intended to be a limitation on such defaults in performance under the contract:

- A. Failure to provide equipment, software features or service as stated in the contract for services.
- B. Persistent system failure or malfunction of equipment
- C. Failure to make commission payments on time, including failure to make correct commission computation, or failure to provide supporting documentation.
- D. Unauthorized alteration of equipment, software features or services
- E. Unauthorized alteration of inmate call rates, including failure to correctly rate and bill calls according to the specifications listed herein.
  
- F. Failure to resolve billing disputes with billed parties promptly

In the event of a declaration of default, both parties hereby agree to meet and attempt to resolve the issues in contention. Once these issues are identified in writing by County, Contractor shall have thirty (30) days to correct or remedy the identified problems, or demonstrate substantial good faith efforts are underway to remedy said problems to County's satisfaction. If Contractor does not agree to meet, or does not demonstrate a substantial effort to remedy identified problems County may invoke liquidated damages equivalent to two times the corresponding loss of revenue, as determined by the average daily billed revenues over the proceeding six months, times two, for each day of the period of non-performance, commencing after the 30 day-correction period.

#### **15. MERGER CLAUSE**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, as well as those specific portions of Contractor's Proposal submitted on January 3, 2013 specifically referenced herein 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.

#### **16. CONTROLLING LAW**

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 in the United States District Court for the Northern District of California.

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**17. NOTICES**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

San Mateo County Sheriff's Office  
Attn: Director of Administration and  
Finance  
400 County Center, Third Floor  
Redwood City, CA 94063

**In the case of Contractor, to:**

Securus Technologies  
ATTN: Legal Department  
14651 Dallas Parkway, Ste 600  
Dallas, TX 75254

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

**SECURUS TECHNOLOGIES**

BY: Robert Pickens  
(SIGNATURE)

Robert Pickens  
(PRINTED NAME)

DATE: 4-1-13



# EXHIBIT A SERVICES

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SECURUS TECHNOLOGIES

Contractor shall provide the services and County shall have the responsibilities set forth herein:

**1. DOCUMENT AUTHORITY.**

This Exhibit A is intended to provide an outline of key tasks and services to be provided by Contractor to County under the Agreement.

**2. IMPLEMENTATION PROJECT SCOPE.**

A. The process of design, procurement, configuration and installation of the inmate telephone system is divided into eight (8) tasks.

- 1) Project initiation, and planning.
- 2) Acquisition of dial tone by Contractor from Global Tel\*Link.
- 3) Installation of dedicated T-1 and required improvements or modification to existing "house" wiring at Maguire Correctional Facility and the Maple Street Complex (Women's Correctional Center, Men's and Women's Transitional Facilities).

Any improvements or modification to existing wiring made by Contractor within any County-owned facility shall become the sole property of the County.

- 4) Provision, installation and testing of Inmate Telephone system, including external instruments and internal installed hardware, at three hub locations: Maguire Correctional Facility and the Maple Street Complex (Women's Correctional Center and the Men's and Women's Transitional Facilities). Contractor shall determine what degree of redundancy, if any, is required for optimum stability and maintenance of the systems to Agreement specifications. External telephone handsets and internal installed hardware is the property of Contractor and will be removed promptly upon termination of the contract. Contractor will promptly replace any broken handsets or other equipment.
- 5) Training. Contractor shall provide initial and ongoing product training covering all features, including equipment and related software at no cost to County. Training shall include all training course elements as provided by Contractor. Contractor shall provide staff training prior to "cut over" on the use of all equipment, its functionality and the options available to the facility.
- 6) "Cut-over" of the inmate telephone system from Global Tel\*Link to Securus Technologies (Contractor). Cutover is defined as the transfer of responsibility for the physical and administrative functions of the inmate telephone services from the present provider to the Contractor. Contractor shall communicate with Global Tel\*Link to coordinate removal of the current inmate telephone system. The date for cut-over shall be determined by mutual agreement of County and Contractor, based on readiness of both parties, system infrastructure, jail operations and other consideration as determined by the parties but shall be not later than May 31, 2013.

- 7) Daily management, reporting out and operation of the inmate telephone system by Contractor, including provision of a full-time on-site systems administrator. Contractor will, at its sole expense, designate and assign one of its full-time employees to act as County's Site Administrator for the term of the Contract, with the understanding that said Administrator will facilitate the completion of all tasks related to the system installation, operation, and maintenance.
- 8) Upon direction of Sheriff or Sheriff's designee, implementation and support by Contractor of call recording and monitoring systems.

### **3. PROJECT OBJECTIVES.**

The objective of the project is the installation of a state-of-the-art, fully operational, flexible, secure and reliable inmate telephone system and to provide County the means to ensure the lawful and legitimate use of the system by the inmate population. Contractor will insure that Sheriff staff time required to administer the system is kept to a minimum, that management and control of inmate telephone usage is enhanced, that performance and accountability is increased and commission revenues to the County are maximized and promptly paid.

### **4. PROJECT ASSURANCES.**

It is understood by both parties that a close working partnership is required in order to ensure that this Agreement is successful and satisfactory to both parties. County assures that qualified Sheriff personnel will be available as needed and detailed information regarding the existing inmate telephone system will be available. Contractor assures that Contractor shall, initially and on a periodic basis, determine the optimum number of telephones at each County facility, and shall make adjustments to the existing number of connections as may be required, and shall maintain same in good working order throughout the term of the Agreement. Both parties assure to maintain clear, regular and honest communications between them.

### **5. BACKGROUND CHECK OF CONTRACTOR'S ON-SITE PERSONNEL.**

Contractor will provide the County with the following information pertinent to Contractor personnel who will be involved in the installation of the inmate telephone system.

- A. Contractor will provide County a list of all technicians who will be performing work under this agreement not less than fourteen (14) days prior to the start date of the installation. The technicians will be listed by name, and will contain their personal data designated by County. Each technician will be required to pass a background check conducted by the San Mateo County Sheriff's Office prior to commencement of his or her work on the project.
- B. Contractor will designate one full-time technician to act as County's Site Administrator for the Initial Term and any renewal term. Contractor will provide County a completed background packet for the Site Administrator no later than thirty days (30) prior to the anticipated cut-over date for the inmate telephone system. The selected individual will be required to pass a detailed background check conducted by the San Mateo County Sheriff's Office prior to assuming the duties of the systems administrator.

### **6. SYSTEM AND OPERATIONAL REQUIREMENTS**

All inmate telephones and related equipment shall be heavy duty, institutional-type telephones suitable for use in a correctional facility. They shall be tamperproof, with steel

encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard, and shall be no longer than 6 inches on phones in the Intake Holding areas, and 12 inches on all other Inmate phones. All phone instruments shall be waterproof, fireproof and feature DTMF dialing. They shall have key-locked mountings to the wall.

The phone controller shall be flexible and capable of transferring data and timing to and from a hard drive. The architecture shall be expandable to accommodate future growth and change outs. Call records stored and sent to Billing and Collection shall match commission summary reports to County.

All equipment provided shall be new and completely operational at cutover. All equipment shall comply with Part 68 FCC rules and meet or exceed all applicable codes and standards for installation and service. All systems shall meet ADA standards. At minimum, Contractor shall provide a total of four (4) telephones with TDD capability; two (2) for MCF and one (1) for each other location. Additional actions or remedies as may be required to bring Contractor's system into current or future compliance with ADA standards shall be the responsibility of Contractor, who shall bear any system-related costs associated with said ADA compliance.

All additional wiring, cabling, conduit, cross-connects, jacks, plates and related hardware, necessary for the operation of the system shall be provided at no cost to County.

All telephone instruments shall be line powered and have UPS back-up power capability. No separate power supply shall be required.

The system shall provide audio quality which meets or exceeds industry standards enacted by standards organizations for transmitted and received levels, noise, cross-talk and frequency range.

Contractor shall provide sufficient equipment and outgoing lines to ensure that inmates will be able to obtain dial tone during peak calling times at every location.

Contractor will complete an investigation of any complaints of or by contracted employees and have resolution within thirty (30) days with notification of such to County.

If County agrees to be a BETA site for changes in technology, equipment, software, or hardware and provides information/review of same, County will be compensated. The compensation will be based on a side letter, which shall be an amendment to the agreement between Contractor and County. For purposes of this agreement, a BETA site is any substantive changes that have not been tested/installed. This should not be interpreted to mean that County plans, agrees or is agreeable to becoming a BETA site, which shall be at the County's sole discretion.

## **7. TECHNICAL REQUIREMENTS AND SPECIFICATIONS**

Contractor will install and maintain a minimum of 171 inmate phones on its Secure Call Platform, in addition to 2 workstations with the necessary computers and printers. The phones will be Wintel brand 7090. These phones are designed and manufactured for the correctional environment, in the County Correctional Facilities.

The system will:

- Only allow outgoing, station to station, collect and prepaid calling cards calls
- Not allow for any incoming calls
- Process all inmate calls by an automated operation and shall not allow access to a live operator
- Allow for a call duration time limit of fifteen (15) minutes and a voice message shall notify both parties one (1) minute prior to call termination that the call will terminate in sixty (60) seconds. The system shall be adjustable to accommodate for changes.
- Have automatically-timed turn on/turn off features adjustable for different days of the week and programmable by facility. In addition, each cellblock shall have manual overrides or "kill switches" to turn the telephones on/off.
- Provide up to three (3) free local calls per inmate at the Intake/Booking Unit at the Maguire Correctional Facility in compliance with California Penal Code.
- Be capable of allowing free local calls to Public Defenders.
- Allow calls for rotary-dial telephone, positive call acceptance
- Limit one call per connection and prevent pulse dialing or "hacking".
- Brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating call with multi-language capabilities.
- Put the inmate "on hold" after the dialing sequence. The inmate shall be permitted to monitor call progress but shall not be allowed to communicate with the called party, until the call is positively accepted by the called party
- Ensure the line of communication is fully muted until the system detects positive acceptance key-press by the called party.
- Not take longer than one (1) minute for Call process, from off-hook to call acceptance.
- In compliance with FCC regulations, be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
- Have the capability of inserting a voice overlay announcement, notifying the called party that the call is originating from the San Mateo County Correctional Facility, and is being recorded. The voice prompt shall be brief, audible enough to be heard by the called party, but not so loud as to disrupt phone conversation. Timing of the voice prompt and volume should be site adjustable.
- Allow for multilingual automated (synthesized) operator assistance without cost to County. Languages to be determined by County.
- Automatically block numbers which include, but are not limited to, operator and directory service numbers, such as 0, 411, 911; specific NPA's such as 700, 976,900; equal access numbers such as 10XXX, 800
- Have the ability to block incoming calls and outgoing calls on a per phone, per pod, per facility, per system basis, while still permitting legal calls. Specific telephone numbers such as those belonging to victims, witnesses, staff, judges and numbers requested by the facility shall be blocked.
- Allow the called party to auto-block future calls to his/her phone.
- Be capable of automatically blocking numbers that are dialed repeatedly within a specific period of time. These include call attempts, calls answered/not accepted and may include calls answered/accepted. Parameters should be adjustable according to the needs of the facility.
- Have the capability of providing Personal Identifiers, at the request of the facility, to identify the inmate placing the call.
- Have the ability to record and monitor inmate calls based on parameters developed by the facility including record and monitor on a Real Time basis. This should

include selective recording and monitoring or system-wide recording and monitoring. The system shall feature, at a minimum, voice recognition technology or investigative tools to flag and search recorded conversations for keywords, allows searches by dialed number, personal identifier, date/time called, destination number, location and channel. The equipment shall be synchronized with the Call Processing Equipment to ensure that call recording time mimics call record time. The system should have the ability to provide immediate retrieval, allow search and playback within 30 seconds, have the capability of downloading selective recordings to disk, have a "hot number" alert feature, offer live monitoring via telephone or secured internet of a conversation to a "hot number" while the conversation is being recorded, or access to recorded conversations via telephone or computer playback via controlled modem access. In addition, the system shall have the ability to store up to 5 years of recorded calls. Contractor will also maintain all recorded calls for up to 5 years upon expiration of the contract, and make these recordings available within 48 hours upon request.

- Have the following playback capabilities:
  - The playback of calls must be easily accessed chronologically.
  - The disk must contain a chronologically viewable and printable list of calls to include, Date, Time, Location of Call, and Number Called. Software to be capable of printing a list of calls sorted by number, and or date range of calls.
  - Specific calls identified by the user must be easily accessed/sorted from the call detail list contained on the disk or print out. Sorting options for playback are to include by individual number called, group of numbers called, or a specific date range of calls.
  - There must be the option to playback all calls, chronologically starting with the first call made, and continue playback through the last call on the disk without any further operator intervention. Systems that require the operator to Queue playback of each and every call are not acceptable. Playback software to include a pause, restart from pause, search and stop functions.
- Minimize or prevent "dropped" calls when collect calls are made to cell phone numbers.
- Prevent all three way calls and call forwarding.
- Contain a chronologically viewable and printable list of calls to include date, time, location of call, and number called. Software to be capable of printing a list of calls sorted by number and or date range of calls.

Contractor must provide prepaid calling cards.

Contractor will inform County via e-mail or letter, within thirty (30) days of installation of any new technology (hardware/software) at any correctional facility served by contractor under separate agreement and offer County the new technology at no cost. If County decides that it needs this upgrade, Contractor will make this available to County within 90 days of request.

## **8. INSTALLATION REQUIREMENTS.**

Contractor will execute the events below on or, if required in certain instances by the nature of the task, prior to the execution date.

Contractor agrees to provide County with an inmate telephone system that functions as outlined in this agreement, the exhibits and attachments hereto.

A specific list of equipment to be installed and equipment performance standards, along with a comprehensive installation & cut-over schedule, shall be provided to County by Contractor no later than two weeks following the execution date of this Agreement. Modifications and adjustments to the timeline of events will be agreed upon by both Contractor and County prior to adjustment of the timeline of events.

Contractor shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance and day-to-day operation. County shall have no responsibility for any costs associated with the system.

Testing of all equipment shall be conducted prior to cutover at each facility. All software programming, major standards, functions and service requirements shall be included.

Contractor shall conduct a thorough inspection of all inmate phones to ensure that all phones are 100% operational prior to cutover. Contractor shall meet with a representative of County on a weekly basis until such time that the County representative determines an alternative inspection schedule is appropriate.

Contractor is responsible for determining all wiring and software requirements, costs associated with the conversion of service from the Local Exchange Carrier (LEC), negotiations with the LEC and notifying County of any delays in implementation.

Contractor is responsible for coordinating removal of the current inmate telephone system with the current provider, Global Tel\*Link.

Contractor shall provide staff training prior to cutover on the use of all equipment, its functionality and the options available to the facility.

## **9. COUNTY RESPONSIBILITIES.**

The County will:

Provide a minimum area of eight (8) feet wide by seven (7) feet deep by six (6) feet high for contractor's equipment, in a temperature and humidity controlled environment within the Maguire Correctional Facility for the Contractors system.

Provide adequate secure office space within the Maguire Correctional Facility for the use by Contractor's Site Administrator.

Provide for blocking of the office and home telephone numbers of all San Mateo County judicial officers, the District Attorney and his staff, the Sheriff and the Sheriff's Office personnel, and other individuals designated by the Sheriff or his designee. This shall be done at no cost to County. Provide regular updates to the list of office and home telephone numbers to be blocked to insure accuracy. Call blocking shall be the responsibility of Contractor.

To the best of County's knowledge and ability, provide a list of office telephone numbers of defense attorneys practicing in San Mateo County to Contractor. Provide regular updates to the list of office telephone numbers of attorneys practicing in San Mateo County as new

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information becomes available to County.

To the best of County's knowledge and ability, provide a list of office telephone numbers of bail bond firms transacting business in San Mateo County. Provide regular updates to the list of office telephone numbers of bail bond firms transacting business in San Mateo County as new information becomes available to County.

Provide a secure location in each facility for the toggle switches that control whether the inmate telephone system is operational or disabled.

Sheriff personnel shall monitor the number and duration of calls placed by individuals from the Booking/Intake Area, to ensure consistency with County policy as to limits of free calls.

#### **10 PRIMARY CONTACT.**

The primary contact for operational matters for the County is the Sheriff's Corrections Division Captain. The primary contact for fiscal matters for the County is the Sheriff's Fiscal Services Bureau Manager. The primary contact for Contractor is the Account Manager assigned to San Mateo County. Said contacts may from time to time designate a representative to act on their behalf. Contractor and/or County shall advise the other party promptly in writing of any change in these primary contacts.

#### **11 ON-GOING SERVICE AND SUPPORT REQUIREMENTS**

Contractor will make available individuals that have the requisite technical expertise to successfully provide the services specified. During the installation of the inmate telephone system and prior to the "cut-over", all Contractor employees will be managed by Contractor's Primary Contact or his designee, who will provide daily status report to County's Primary Contact. Upon "cut-over" to Contractor's inmate telephone system, the Site Administrator will be managed by Contractor's Primary Contact. If for reason of training, vacation, or illness, employees of Contractor who would normally complete assigned tasks are unavailable; Contractor will notify County and provide suitable replacement personnel.

Once system has been installed, performance benchmarks will be established jointly by both parties that reflect the operational requirements set forth in this agreement. A quarterly review of the contractor's performance against the established benchmarks will be conducted jointly by Contractor's and County's Primary Contacts.

Any act of vandalism discovered by Contractor shall be reported to the County representative. Contractor will be totally responsible for any losses due to acts of vandalism or other loss.

Each of the Contractor's employees must display a San Mateo County Sheriff's Office (SMSO) courtesy ID when working in the SMSO facilities. Issuance of this courtesy ID includes a background check by the SMSO Professional Standards Bureau staff. Before an employee commences work at a facility, they must meet the requirements specified. It will be the responsibility of the Contractor to notify potential employees of these requirements and provide the information to the contracting officer for County to secure the ID's for the employees. It will also be the Contractor's responsibility to notify the contracting officer immediately upon termination of any employee who has a SMSO courtesy ID. The Contractor must return these ID's to the SMSO when an employee leaves employment, or contractor will be liable for any damages resulting from the misuse of said ID. Any employee

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entering a SMSO facility is subject to routine searches of their persons, vehicles, property or packages.

Contractor shall be responsible for properly coordinating all activities on the job site to the extent that good "housekeeping" practices are followed at all times. Work shall be kept in a neat and orderly fashion. Contractor and its employees are responsible for their equipment, materials and tools at all times when inside a detention facility. Lost or misplaced equipment, materials and tools are a major breach of security and will be reported to the SMSO immediately. No contraband will be permitted and if found on an employee, it is punishable as a crime.

Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any SMSO or County Employee identifiable to any specific inmate or confidentially protected private party for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information. The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

Contractor shall maintain a current, complete inventory of all instruments and telephone numbers by facility. A copy of this inventory will be provided to County. Installation, removal or relocation of any telephone or change of telephone number must be approved in writing by the County.

Each telephone installed will be "tagged" with the telephone number at the demarcation point within two (2) days of installation.

All changes in present or future telephone services must be coordinated with the County to ensure that there will be no negative impact to the installation and that associated cable requirements will not adversely affect the facility.

Contractor shall maintain properly trained support staff on the Inmate Telephone System. This includes all equipment comprising the system and on site administrators to ensure all moves, adds, changes, deletions and requests are completed in a timely manner.

## **12. SERVICE RESPONSE TIMES AND ESCALATIONS**

Contractor will respond to every trouble ticket reported within 24 hours of notification by San Mateo County or the next full business day. A response includes investigation of the reported trouble on site. Resolution of the reported trouble shall be completed expeditiously. Any prolonged service issues not resolved, in excess of 48 hours result in a fine of \$500 for each day the service issue remains unresolved after the 48 hours "grace" period.

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All operational maintenance will be coordinated with the County but be provided by Contractor. Each case of trouble reported to the Contractor for action will be researched as to the cause and documented in a Trouble Logbook along with the action that resolved the trouble. A notation stating only that the problem was resolved is not acceptable. A

Trouble Logbook shall be maintained at each facility in a mutually agreed upon location. A service disruption is classified as an emergency when more than 10% of a facility's Inmate Telephone System (telephones, recording devices, etc.) or an entire housing unit's equipment within a facility is not operational. In this service disruption situation, the Contractor will respond within eight (8) hours of notification and the emergency trouble will be resolved within forty-eight (48) hours or less, to the point where less than 10% of a facility is affected by the service outage, or at least partial service is restored to an entire housing unit. A fine, equivalent to the computed lost commission for any non-working telephones will be assessed to the Contractor for every day in which more than 10% of a facility's Inmate Telephone System (telephones, recording devices, etc.) or an entire housing unit's equipment within a facility is not operational after the forty-eight-(48) hour grace period has expired.

If service response is delayed; escalation procedures within Contractor's management team shall be activated to ensure appropriate resources are allocated to resolve the service request. Escalation shall occur in the following order:

- Technical Support Manager & Field Service Manager
- Technical Support Director & Field Service Director
- VP Service & Operations

### **13 COMMISSION AND CALL ACCOUNTABILITY**

County shall not be responsible for any unbillable, uncollectible or fraudulent telephone calls. Commissions to County shall be based on gross billables as sent to billing and collection.

Universal calling and billing of all calls shall be required and no calls shall be blocked because of the lack of a billing agreement with a local exchange carrier or C-LEC.

Contractor shall adhere to reasonable credit and collection practices. Contractor may block calls to inmate telephone contacts where the recipient is delinquent or refuses to pay the Contractor. Contractor shall not utilize any collection practices prohibited by law. County may require the Contractor to modify any credit or collection practice it finds to be arbitrary or without justification.

The total of the charges imposed on all inmate calls (including surcharge, Pay Phone Use Charge, Operator Handled station/station, person/person operator handled, if applicable, and message toll service) shall be approved by County for all call categories – local, intraLata, interLata/intrastate and Interstate calls. Any change in the tariff (increases or decreases) shall be approved by County in advance of the change. In no case shall the cost of an inmate call be greater than the maximum rate for each type call on file with the California PUC. Applicable rates shall take into account time of day, day of week and holiday discounts, if any.

Any change in tariff (increase or decrease) which is not approved by County in advance of the change may be grounds for termination of the contract

The Contractor shall provide an accessible "800" number where a billed party may call regarding any questions concerning billing. Inmates shall be provided with a mailing address and instructions in English and Spanish on filing a complaint. All inquiries shall be resolved promptly and fairly.

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#### **14 CALL DETAIL AND MANAGEMENT REPORTS**

At the request of County, Contractor shall provide correct and accurate Call Detail and Management Reports for all calls placed from the inmate phones. Reports shall include, at a minimum, origination number, destination number, type of call (local, intraLata, InterLata/intrastate or interstate), # minutes of call, reason for disconnect and total billed revenue.

The system shall have the ability to provide reports on a daily, weekly, monthly, yearly, or real time basis as per following examples. The following data should be retrievable within a twenty-four (24) hour period when requested. Contractor shall also maintain all records for up to 5 years from expiration of contract.

- Calls by day
- Calls in state
- Calls out of state
- Calls per hour per phone
- Calls per hour per pod
- Calls per hour per facility
- Calls per hour per system
- Calls by time of day
- Calls by duration
- Calls by type of call
- Calls by target number
- Frequently called numbers by phone
- Frequently called numbers by pod
- Frequently called numbers by facility
- Frequently called numbers by system
- Disallowed calls by phone
- Disallowed calls by pod
- Disallowed calls by facility
- Disallowed calls by system
- Target/Hot numbers by phone
- Target/Hot numbers by pod
- Target/Hot numbers by facility
- Target/Hot numbers by system
- Free legal calls by phone
- Free legal calls by pod
- Free legal calls by facility
- Free legal calls by system
- Collect call by phone
- Collect call by pod
- Collect call by facility
- Collect call by system

#### **15 MODIFICATIONS TO STATEMENT OF WORK.**

Either Contractor or County may request modifications to this Statement of Work by submitting to the other party a Project Change Request, to be approved in writing by signature of both parties. If changes, other than maintenance-related, are made to installed hardware, software or services which have not been approved through a Project Change Request, County may, at its discretion, require Contractor to remove or undo said changes at no cost to County. Said modifications may be approved for work with no additional cost to County, or within the Sheriff's amendment authority, as granted by the Board of Supervisors.

**16. CALL RATES**

CALL TYPE	COLLECT		PREPAID COLLECT		DEBIT/CARDS	
	<u>Connection</u>	<u>Per Minute</u>	<u>Connection</u>	<u>Per Minute</u>	<u>Connection</u>	<u>Per Minute</u>
Local	3.15	*	3.15	*	0.00	0.50
Intralata/Intrastate	3.15	**	3.15	**	0.00	0.50
Interlata/Intrastate	3.15	0.69	3.15	0.69	0.00	0.50
Interlata/Interstate	3.95	0.89	3.95	0.89	0.00	0.50
International	-	-	-	-	3.00	1.00

\*Based on current rates provided in Amendment #2 of the RFP, Securus will charge the following for Local calls:

INTRALATA TOLL USAGE						
MILES	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE
ALL	0.153	0.0759	0.1151	0.0569	0.0677	0.0569

\*\*Based on current rates provided in Amendment #2 of the RFP, Securus will charge the following for Intralata calls:

INTRALATA TOLL USAGE						
MILES	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE
0-20	0.153	0.0759	0.1151	0.0569	0.0677	0.0569
21-40	0.191	0.1327	0.1625	0.1138	0.1056	0.0853
41-70	0.2149	0.1517	0.172	0.1233	0.1341	0.0948
Over 70	0.2479	0.1991	0.1815	0.1422	0.1625	0.1422

**Attachment 2  
COUNTY OF SAN MATEO  
CONTRACTOR'S DECLARATION FORM**

<b>I. CONTRACTOR INFORMATION</b>			
CONTRACTOR NAME:	Securus Technologies, Inc.	PHONE:	925-753-5400
CONTACT PERSON:	Wayne Jackson	FAX:	
ADDRESS:	14651 Dallas Pkwy, 6th floor Dallas TX, 75254		

**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 less than \$5,000.
- 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 less than \$100,000
- 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.

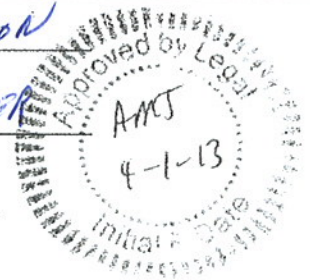
***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.***

Wayne Jackson  
SIGNATURE

4/1/2013  
DATE

WAYNE JACKSON  
NAME

ACCOUNT MANAGER  
TITLE



# ATTACHMENT 1

## 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.

Wayne Jackson

Name of 504 Person - Type or Print

Securus Technologies, Inc.

Name of Contractor(s) - Type or Print

14651 Dallas Pkwy., 6th floor

Street Address or P.O. Box

Dallas, TX 75254

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Wayne Jackson

Signature

ACCOUNT MANAGER

Title of Authorized Official

4/1/2013

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  
Sheriff's Office



**Date:** March 7, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Sheriff Greg Munks  
**Subject:** Month to Month Contract Extension with Global Tel\*Link (GTL)

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the agreement with Global Tel\*Link for inmate telephone services for the County's Correctional Facilities, extending the term on a month to month basis not to exceed two months ending May 31, 2013.

**BACKGROUND:**

On November 27, 2007, the County entered into a contract (Resolution No. 069121) with Global Tel\*Link (GTL), an inmate telephone service provider, to install and maintain telephones in the County's correctional facilities, allowing inmates to maintain contact with their families, attorneys and/or others as necessary. The contract provided for two one-year contract renewal options.

On November 30, 2010, the county adopted Amendment One to the Agreement, extending the contract term 28 months from November 30, 2010 to March 31, 2013.

In November 2012, the Sheriff's Office issued a request for proposal (RFP) for inmate telephone services. Six proposals were received and evaluated. GTL submitted a proposal but was not selected. The Sheriff's Office will present a separate memo to the Board with recommendations on the award of a new contract with Securus Technologies.

**DISCUSSION:**

The Sheriff's Office is recommending that the existing inmate telephone services contract be extended on a month-to-month basis, for a period not-to-exceed two months, in order to avoid an interruption in services to our inmates. This requested month-to-month contract extension should allow adequate time for the Office to complete the transition to the new service provider and avoid any potential interruptions

in service. The Office would like to allow approximately 45 days for the newly selected contractor to assume operations of inmate telephone services under a new contract.

The existing contractor for inmate telephone services has agreed to continue operating the services on a month-to-month basis for a period not to exceed two months. GTL has agreed to provide a guaranteed commission of \$51,667 per month which is consistent with the commission in the existing contract.

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

Approving this extension contributes to the 2025 Vision outcome of a Healthy Community by ensuring that communication between inmates and their families, attorneys and/or others continue without interruption.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2012-13 Projected</b>	<b>FY 2013-14 Projected</b>
Amount of commission from inmate telephone calls earned by the Inmate Welfare Fund	\$645,000	\$820,000

**FISCAL IMPACT:**

The commission received from the inmate telephone system goes to the Inmate Welfare Fund. There is no Net County Cost associated with approving this amendment.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH  
GLOBAL TEL\*LINK FOR INMATE TELEPHONE SERVICES FOR THE COUNTY'S  
CORRECTIONAL FACILITIES, EXTENDING THE TERM ON A MONTH TO MONTH  
BASIS NOT TO EXCEED TWO MONTHS ENDING MAY 31, 2013**

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

**WHEREAS**, on November 27, 2007, the County entered into a contract (Resolution No. 069121) with Global Tel\*Link (GTL), an inmate telephone service provider, to install and maintain telephones in the County's correctional facilities, allowing inmates to maintain contact with their attorney and/or others as necessary; and

**WHEREAS**, on November 30, 2010, the County adopted Amendment One to the Agreement extending the contract term 28 months from November 30, 2010 to March 31, 2013; and

**WHEREAS**, in November 2012, the Sheriff's Office issued a request for proposal (RFP) for inmate telephone services. GTL submitted a proposal but was not selected, thus the Sheriff's Office will present a separate memo to the Board with recommendations on the award of a contract to a new provider, Securus Technologies; and

**WHEREAS**, the Sheriff's Office is recommending that the existing inmate

telephone services contract be extended on a month-to-month basis, for a period not-to-exceed two months in order to avoid an interruption in services to our inmates; and

**WHEREAS**, this requested month-to-month contract extension should allow adequate time for the Office to complete the transition to the new service provider and avoid any potential interruptions in service; and

**WHEREAS**, Global Tel\*Link has agreed to continue operating the services on a month-to-month basis for a period not to exceed two months providing a guaranteed commission of \$51,667 per month which is consistent with the commission in the existing contract; and

**WHEREAS**, this Board has been presented with a form of such Amendment Two, 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 the Board is hereby authorized to execute Amendment Two to the Agreement with Global Tel\*Link, for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

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# AMENDMENT TWO

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GLOBAL TEL\*LINK

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**THIS SECOND AMENDMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and GLOBAL TEL\*LINK, hereinafter called "Contractor;"

**WITNESSETH:**

**WHEREAS**, on November 27, 2007, the County and Contractor entered into an Agreement (Resolution No. 069121) for the provision of inmate telephone services at the County's correctional facilities;

**WHEREAS**, on November 30, 2010 the agreement was amended extending the term 28 months to March 31, 2013, in exchange for a minimum annual guaranteed commission revenue of \$620,000 to the Inmate Welfare Fund for the benefit, education and welfare of inmates; and

**WHEREAS**, both parties now wish to amend the contract by extending the term on a month to month basis not to exceed two months ending May 31, 2013, in exchange for a minimum annual guaranteed commission revenue of \$51,667 per month to the Inmate Welfare Fund for the benefit, education and welfare of inmates:

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

1. Section 4. PAYMENTS, of the Agreement is hereby amended to read as follows:

**4. PAYMENTS**

A. **Amount of Payment:** In full consideration of County granting Contractor the exclusive right and license to install and maintain an Inmate Telecommunications System described in this agreement and the Exhibit hereto, Contractor shall pay County as set forth herein, in accordance with the Commission rate for all interlata and intralata (local carrier and long distance) phone calls, plus additional payments, as specified:

**Commission:** Contractor will pay the County a Commission of FIFTY percent (50%) of the GROSS REVENUE BILLED from use of the Equipment through all collect calls placed by inmates within the Facility. No deductions will be made from GROSS REVENUE BILLED for costs associated with fraud, bad debt, line charges, equipment charges, billing and collection charges. The Commission shall be paid to the County on a Quarterly basis, as set forth in Section C below.

**Minimum Commission:** Contractor further guarantees the County of San Mateo a minimum commission:

- November 28, 2007 through November 30, 2010 (1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> years): \$600,000 per year, payable at a minimum of \$150,000 for each quarter; and
- December 1, 2010 through March 31, 2013 (4<sup>th</sup> & 5<sup>th</sup> years): \$620,000 per year, payable at a minimum of \$155,000 for each quarter.
- **April 1, 2013 through May 31, 2013: \$51,667 per month to be prorated based on a 30 day month as needed.**

Contractor also agrees to protect the 50% commission level in the event of rate decreases that would reduce calling revenue by up to 5%. If rate decreases reduce the calling revenue beyond the 5%, Contractor and Sheriff agree negotiate a reduction of the commission level to a level acceptable to both parties, which shall be documented in writing by Contractor to Sheriff. All commission payments shall be final and binding upon the County unless written objection thereto is received by Contractor within sixty (60) days of mailing of the Commission payment to County by Contractor.

Sale of Pre-paid phone cards to County at discounted rate: In addition, the contractor will sell prepaid calling cards to the Sheriff's Office at a discounted rate of FIFTY percent (50%), with the understanding that the cards will be resold to the inmates for use on the contractors platform while the inmates are in custody, and on other providers platforms when the inmate leaves the County Correctional Facility. No commission is payable on the value of pre-paid card usage.

Additional Annual Payments: Contractor will also pay County the sum of \$400,000 as follows; \$150,000 at the time of executing this contract plus \$125,000 for each of the next two years of the contract. These payments are to be made within 15 days of the start of the 2<sup>nd</sup> and 3<sup>rd</sup> years.

Furthermore, Contractor will pay County \$125,000 a year for the extended term expiring March 31, 2013. These payments are to be made within 15 days of the start of the 4<sup>th</sup> and 5<sup>th</sup> years.

**No additional annual payment is required during the month-to-month extension covering April and May 2013.**

Tariff Rate: Initially, the rates charged to inmates or to the persons whom they call collect, which are associated with this Agreement, will be those rates presented and accepted pursuant to the Contractor's proposal, which shall be equivalent or no less than rates offered by the prior service provider during 2007 RFP process, which are equivalent to those offered by the previous provider. Initially the tariff will remain the same as offered by the previous provider. Beginning July 1, 2010, the rates charged to inmates or to the persons whom they call collect, which are associated with this agreement, will be those rates provided in the letter dated July 29, 2009, which is attached hereto and incorporated by reference. Any rate or tariff increase for inmate telephone calls is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing, except for rate changes mandated by law or statute. In that case, contractor shall notify County as soon as is practicable of the rate change. In no event may the rates established be increased to the extent that the maximum tariffs charged by the common carrier are exceeded.

- B. Inmate Welfare Fund. All proceeds to County under this agreement shall be deposited to the Inmate Welfare Fund, pursuant to Section 4025(d) PC, and shall be used for such inmate services as described therein and pursuant to Title 15, Article 6, California Code of Regulations (CCR).

- C. Schedule of Payments. Contractor will pay the County the Commission on a quarterly basis. The commissions shall be paid in advance for each quarter not later than fifteen (15) days following the last day of the preceding quarter. A late penalty fee at the rate of 5% will be applicable on the amount for each day late into the quarter (e.g. If payment is made on the 19<sup>th</sup> day following the end of the preceding quarter, the 5% penalty will be for 19 days even though there was a 15 day grace period). A reconciliation of commission paid for the quarter against actual commission due will be made each quarter. Any true-ups due to County shall be paid on an annual basis.

Initial Additional Annual Payment Date: County and Contractor agree that the effective date of commencement of Commission payments shall be the point of completion of Contractor's equipment installation and cutover of services from the prior inmate telephone service provider, provided that the first year additional payment of \$150,000 shall be paid no later than January 15, 2008, and the Commission payments shall commence no later than the month of January, 2008. It is understood that said first month of Commission payments may be a partial month to be pro-rated between Contractor and the prior service provider, based on date of service cut-over. This section is applicable solely to the initial system conversion period in the first year of this Agreement.

2. Section 5. TERM AND TERMINATION, of the Agreement is hereby amended to read as follows:

5. TERM AND TERMINATION

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect from the date of original execution **until May 31, 2013.**

This Agreement may be terminated by Contractor, Sheriff or his designee at any time upon ten (10) days written notice to the other party.

3. This Amendment Two is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

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

**GLOBAL TEL\*LINK**

BY:  \_\_\_\_\_  
(SIGNATURE)

Jeffrey B. Haidinger \_\_\_\_\_  
(PRINTED NAME)

DATE: 3/28/13 \_\_\_\_\_



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



**Date:** February 21, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Sheriff Greg Munks

**Subject:** Amendment Three to the Law Enforcement Services Agreement with the City of Half Moon Bay

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the Law Enforcement Services Agreement with the City of Half Moon Bay adding the provision of the Retirement - Unfunded Actuarial Accrued Liabilities.

**BACKGROUND:**

On June 7, 2011, the County and the City of Half Moon Bay entered into an Agreement for Law Enforcement Services provided by the Sheriff's Office, for the term commencing on June 12, 2011 through June 30, 2016. The retirement rates reflected in the Law Enforcement Services Agreement are calculated using the County's employer contribution rate which is comprised of a normal cost component and the amortization of the County's Unfunded Actuarial Accrued Liability (UAAL). In brief, the UAAL is the shortfall between pension promises and the value of assets.

Although our contract cities have disbanded their police departments, CalPERS still retains Pension Trust responsibilities. For this reason, the cities are required to continue to fund its existing CalPERS UAAL. Since the County's agreement calls for cities to compensate the Sheriff's Office for the fully-loaded retirement costs, the cities in effect are making double UAAL payments. In order to provide relief to the cities, on October 12, 2011, this Board approved a resolution authorizing the Sheriff to include credit provisions in agreements for law enforcement services where the contracting agency has an ongoing commitment for related accrued unfunded liabilities. This resolution included the requirement that related amendments be brought back to the Board for approval.

Within this provision, the City of Half Moon Bay would pay the County's full retirement contribution less the annual amount due from the City to CalPERS for the UAAL payment made on behalf of the prior law enforcement Safety members. Under no circumstances would this credit exceed the County's total UAAL attributed to the City's Agreement or result in city obligations for retirement costs to the County falling below the County's normal cost as reflected in the annual actuarial valuation provided by SamCERA. As the obligation to CalPERS decreases, the City's payments to the County would increase and once the CalPERS obligation expires, the City would assume paying the County's fully loaded rate.

**DISCUSSION:**

The UAAL provision included in this amendment includes the ability to roll over payment amounts that exceed the County's UAAL within a given fiscal year, allowing the City to receive the credits in subsequent years. The City is in the CalPERS inactive risk pool that has two liability components: the City's side fund liability and the City's share of the risk pool's unfunded actuarial liability. The City would like to accelerate payments toward its side fund liability. If accelerated payments are made, the combination of the required CalPERS payment and lump sum payment will result in the City's payment to CalPERS from FY 2011-12 through FY 2013-14 exceeding the annual amount of County UAAL, under the Agreement.

With this added provision allowing the City to rollover credits, the City will be able to maximize the credit offered to them. Assuming the contract is extended, it is projected that the city will pay only normal cost through FY 2017-18 due to the rollover of credits and will begin to contribute toward the County's full UAAL annually thereafter through the contract term.

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

Approval of Amendment Three contributes to the Shared Vision 2025 outcome of a Collaborative Community by working with the City of Half Moon Bay to efficiently use funds to maximize municipal services provided to its residents.

**FISCAL IMPACT:**

The total amount of County UAAL in the contract is approximately \$350,000 annually. The maximum credit to be applied in FY 12-13 is \$698,767, which is the combined County UAAL in the agreement for FY 11-12 and FY 12-13. The cost to the County General Fund will be the amount the city contributes to CalPERS for UAAL payments during the length of the agreement, but under no circumstances will this amount exceed the County's UAAL attributed to this agreement. The Sheriff's Office will receive an additional allocation of Proposition 172 to backfill the credit given to the City of Half Moon Bay. There is no negative fiscal impact to the County with the added roll over provision.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT WITH THE CITY OF HALF MOON BAY ADDING THE PROVISION OF THE RETIREMENT - UNFUNDED ACTUARIAL ACCRUED LIABILITIES (UAAL)**

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

**WHEREAS**, On June 7, 2011, the County and City of Half Moon Bay entered into an Agreement for Law Enforcement Services provided by the Sheriff's Office, for a term commencing on June 12, 2011 through June 30, 2015; and

**WHEREAS**, the retirement rates reflected in the Law Enforcement Services Agreement are calculated using the County's employer contribution rate which is comprised of a normal cost component and amortization of the Unfunded Actuarial Accrued Liability (UAAL) component; and

**WHEREAS**, CalPERS still retains all Pension Trust responsibilities and the administration of accrued liabilities for the City's safety members up to the time the County/City agreement took effect and for this reason, the City is required to continue funding its existing UAAL with CalPERS; and

**WHEREAS**, the Amendment Three provides the City with relief from the UAAL component of the County's retirement rates while ensuring that, at a minimum, the City

funds the normal cost component of the County's Employer Retirement Contribution rate for the term of the agreement; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the Board be and is hereby authorized and directed to execute said Amendment Three for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

\* \* \* \* \*

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# AMENDMENT THREE

## AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SAN MATEO AND CITY OF HALF MOON BAY

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This **THIRD AMENDMENT** to the Agreement for Law Enforcement Services, dated for reference purposes only as of April 9, 2013, is made between the County of San Mateo, hereinafter referred to as "County" and the City of Half Moon Bay, hereinafter referred to as "City."

### **WITNESSETH:**

**WHEREAS**, on June 7, 2011, County and City entered into an Agreement (County Resolution No. 071462) for the performance of the agreed upon law enforcement services within the City's boundaries by the County through the Sheriff; and

**WHEREAS**, in May 2012, Amendment One to the Law Enforcement Service Agreement was approved which revised the date in which the County would provide City with proposed rates for the following contract year; reconfigured the Community Service Officer (CSO) position from two part-time positions to one full-time position; and updated Exhibits B and B-1 with the rates for FY 2012-13; and ;

**WHEREAS**, in September 2012, Amendment Two to the Law Enforcement Service Agreement was approved which revised the Exhibit B-1 Calculated Rates to incorporate overtime rates for the positions specified in the contract; and ,

**WHEREAS**, both parties now wish to further amend the Law Enforcement Services Agreement by adding language related to the City's responsibility for the Unfunded Actuarial Accrued Liabilities component of retirement costs:

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

1. Section 3. Payments, of the Law Enforcement Services Agreement is hereby deleted in its entirety and replaced with the following:

#### **3. PAYMENTS.**

- 3.1 City shall pay County for the Services actually provided under the terms of this Agreement at the rates set forth in Exhibit B and Exhibit B-1 ("Rates").
- 3.2 The Rates will be readjusted by the County annually effective July 1 of each year, and attached hereto and incorporated herein as an Amendment to this Agreement, to reflect the cost of such services as provided in Government Code Section 51350 and in accordance with the policies and procedures for the determination of such rates as approved by the County Board of Supervisors. County shall provide City with the proposed rates for the following contract year on or before April 1 of each year. Until the parties agree to an updated/revised Exhibit B-1, the prior year's Exhibit B-1 shall remain in effect.
- 3.3 The City shall be billed based on the service level provided within the parameters of Exhibit A and Exhibit A-1.

3.4 The cost of additional services, requested by City, in the field of public safety, law or related fields within the legal power of the Sheriff to provide not set forth in Exhibit A and Exhibit A-1 shall be reflected in an amendment to Exhibits A, A-1, B, and B-1.

**3.5 Retirement– Unfunded Actuarial Accrued Liabilities.**

3.5.1 The County's annual retirement rates under this Agreement, reflected in Exhibit B-1, are calculated using the County's employer rate made up of a normal cost component and amortization of the Unfunded Actuarial Accrued Liability (UAAL) component.

3.5.2 Upon annual receipt of City's CALPERS Actuarial Valuation for Safety Plan, which documents the City's annual UAAL obligations to CalPERS, specifically the amortization of side fund<sup>1</sup> and amortization of risk pool payments for Police Only, County will credit the four quarterly invoices by one-quarter of the annual amount due from City to CalPERS for the UAAL obligations on behalf of the safety members for prior law enforcement service, subject to limitations set forth in Sections 3.5.3 and 3.5.8 . If the CALPERS Actuarial Valuation is not received by County at least 30 days prior to quarterly billing, Sections 3.5.4 and 3.5.5 shall apply.

3.5.3 Under no circumstances will this credit exceed County's Total UAAL attributed to the Half Moon Bay Agreement or result in City's obligation for retirement costs to County under this Agreement being below the County's normal cost as reflected in the annual actuarial valuation provided by SamCERA. Normal cost for the purposes of this credit will be calculated by taking the total pensionable earnings for safety members under the agreement (Exhibit B-1) and multiplying that figure by the normal cost percentage for safety members per the annual SamCERA actuarial valuation.

3.5.4 The timing of credits will generally be applied to quarterly invoices that fall within the fiscal year to which the annual CalPERS actuarial report relates. For example, the City's UAAL obligations to CalPERS for amortization of the side fund and the pool for FY 2012-13 would generally be applied to invoices in FY 2012-13. Should the CalPERS actuarial report for any fiscal year be received with less than 30 days remaining in that fiscal year, the credit may be applied in the subsequent fiscal year, unless it is the last fiscal year of the agreement, in which case the credit will be applied to the final invoice of the agreement or returned to the City by way of reimbursement from the County. Credits will never be applied in quarters that precede the fiscal year for which the CalPERS actuarial report relates.

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**DEFINITIONS:**

<sup>1</sup> Side Fund- At the time an agency joins the CalPERS' risk pool, aside fund is created to account for the difference between the funded status of the pool and the funded status of the agency's plan. A positive side fund will cause the required employer contribution rate to be reduced by the Amortization of Side Fund. A negative side fund will cause the required employer contribution rate to be increased by the Amortization of Side Fund. In the absence of funding changes, the side fund will disappear at the end of the amortization period.

- 3.5.5 If City does not provide a report at least 30 days prior to the fiscal year's first quarter invoice, the invoice for the first quarter will be at the gross contract rate as reflected in Exhibit B-1 with credit/s applied the quarter immediately following receipt of such report.
- 3.5.6 It is City's responsibility to provide County with an official CalPERS report detailing the amount of UAAL for Police only. The credit will not include any amounts paid for other Safety members including Fire or non-Safety members.
- 3.5.7 In determining the threshold for normal cost, if County does not receive its annual SamCERA actuarial report prior to the first quarter invoice, normal cost will be calculated using the prior year's SamCERA actuarial report until the new report is received. The invoice immediately following receipt of the SamCERA report will reflect an adjustment due to the change in normal cost, when such change results in a reduction or addition to City liability to County.
- 3.5.8 If payment made to CalPERS for purposes identified in 3.5.2 is higher than the credit received, the City will receive an adjustment subject to section 3.5.3 on the first invoice immediately following receipt of proof of such payment. If payment made to CalPERS for purposes identified in 3.5.2 exceeds County's UAAL in the agreement for the Fiscal Year in which payment is made, the balance will not be applied as a credit in a future fiscal year subject to section 3.5.3.; however, if City accelerates payment of its side fund liability and the total payment made to CalPERS including this accelerated payment exceeds County's UAAL in the agreement for the Fiscal Year, the balance of accelerated payments that exceeds the County's UAAL shall be carried forward to subsequent years of this contract as a credit until the accelerated payment credit is exhausted.
- 3.5.9 Proof of payment shall be a copy of canceled check or wire confirmation in addition to any documentation sent to CalPERS with the payment.

2. This Amendment Three is intended to serve as the sole Agreement of the parties with respect to the specific matters contained herein and any prior agreement, promises, negotiations or representations between the parties with respect to the subject matter of Amendment Three not expressly stated in this document are not binding. Otherwise, Amendment Three is hereby incorporated and made a part of the original Law Enforcement Services Agreement and subject to all provisions therein. This Amendment is intended to be retroactively effective as of July 1, 2011. All other terms of the Law Enforcement Services Agreement not in conflict with Amendment Three 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**

*A Political Sub-division of  
the State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**CITY OF HALF MOON BAY**

BY: \_\_\_\_\_  
LAURA SNIDEMAN, CITY MANAGER

DATE: \_\_\_\_\_  
APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

**ATTEST:**

BY: \_\_\_\_\_  
CITY CLERK





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



**Date:** March 12, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Sheriff Greg Munks  
**Subject:** Agreement with Ghilotti Construction Company

**RECOMMENDATION:**

Adopt a Resolution authorizing the Sheriff or his/her designee to:

- A) Execute an agreement with Ghilotti Construction Company to provide rough grading services for the San Mateo County Replacement Jail at 1300 Maple Street in Redwood City, for the term of April 9, 2013, through December 31, 2013, in an amount not to exceed \$895,000; and
- B) Execute an Owner Assigned and Novation Agreement, necessary to assign the Trade Contract from the County to the Construction Manager
- C) Authorize an additional \$116,350 contingency for unforeseen conditions or scope adjustments at this phase of the project.

**BACKGROUND:**

In December, 2010 the Board of Supervisors acquired 4.85 acres of land in Redwood City, east of Highway 101, on Maple Street at Blomquist Street for the express purpose of constructing a Replacement Jail. On October 4, 2011, the Board approved the scope and size of the jail project. On May 5, 2012, the Board approved contracts for jail design, engineering, and construction management services. A groundbreaking ceremony was held for the Replacement Jail on July 10, 2012. Demolition of the existing buildings was completed in September, 2012. In March 2013, site clean-up and remediation was completed. Design documents for the facility are planned and packaged to adapt to different construction phases.

**DISCUSSION:**

On November 19, 2012, the San Mateo County Sheriff's Office issued a Request for Statement of Qualifications (RFSOQ) to prequalify potential bidders as the first step of the County's selection process for firms to provide rough grading for the replacement jail facility. The RFSOQ outreach included advertising in local newspapers and posting of the RFSOQ on the Sheriff's Office Jail Planning Unit website. Four firms responded to the RFSOQ. After review of each firm's Statement of Qualifications, four firms were selected for prequalification: A&B Construction, Ghilotti Construction Company, Goodfellow Top Grade Construction, and O.C. Jones & Sons. On February 1, 2013, Requests for Bids were sent to each of the pre-qualified firms. Two firms returned timely bids, and a public bid opening was held on February 28, 2013. Ghilotti Construction Company was the lowest responsible bidder.

The scope of work for the rough grading includes but is not limited to furnishing and installing all rough grading. Jail Planning reviewed the bid documents and has determined that the Equal Employment program submitted by Ghilotti Construction Company is in accordance with the current Equal Employment guidelines and that the contractor complies with the equal benefits and jury duty pay provisions of the County ordinance code. If the Board approves the award to Ghilotti Construction Company, the County will enter into the Trade contract with Ghilotti Construction Company. Upon execution of the Trade Contract it will be assigned to Sundt/Layton who, in its role as Construction Manager, will oversee the performance of the Trade Contract. A form of the assignment agreement was approved by the Board as part of the approval of the Agreement for Construction Management Services with Sundt/Layton.

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

Approval of this resolution contributes to the Shared Vision 2025 Outcome of a Collaborative Community, by ensuring a safe and cost effective Replacement Jail Facility.

**FISCAL IMPACT:**

The amount of the agreement with Ghilotti Construction Company is \$895,000, with an additional authorization for a \$116,350 contingency for unforeseen conditions and/or scope adjustments at this phase of the project. The funding for this agreement is included in the County's 2012-13 Capital Improvement budget. There is no additional Net County Cost.

Exhibit A – Request for Proposals  
Exhibit B – RFP Process Matrix

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE SHERIFF OR HIS/HER DESIGNEE TO: 1) EXECUTE AN AGREEMENT WITH GHILOTTI CONSTRUCTION COMPANY TO PROVIDE ROUGH GRADING SERVICES FOR THE SAN MATEO COUNTY REPLACEMENT JAIL AT 1300 MAPLE STREET IN REDWOOD CITY, FOR THE TERM OF APRIL 9, 2013 THROUGH DECEMBER 31, 2013 IN AN AMOUNT NOT TO EXCEED \$895,000 AND; 2) EXECUTE AN OWNER ASSIGNED AND NOVATION AGREEMENT, NECESSARY TO ASSIGN THE TRADE CONTRACT FROM THE COUNTY TO THE CONSTRUCTION MANAGER AND; 3) AUTHORIZE AN ADDITIONAL \$116,350 CONTINGENCY FOR UNFORESEEN CONDITIONS OR SCOPE ADJUSTMENTS AT THIS PHASE OF THE PROJECT**

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

**WHEREAS**, in December, 2010, the Board of Supervisors acquired 4.85 acres of land in Redwood City east of Highway 101 for the purpose of constructing a replacement jail and the Board approved a mitigated negative declaration for the replacement jail on that site; and

**WHEREAS**, a Site Management Plan (SMP) and a CEQA Mitigated Negative Declaration has been approved by the Board of Supervisors for the replacement jail site; and

**WHEREAS**, the County desires a qualified trade contractor with the requisite experience and technical qualifications necessary to perform the rough grading, this includes but is not limited to furnishing and installing all rough grading associated with the replacement jail site; and

**WHEREAS**, the Sheriff issued a Request for Statement of Qualifications on November 19, 2012, seeking statements of qualifications from rough grading firms to assist with the preparation of the replacement jail site; and

**WHEREAS**, a selection committee comprised of members of the Construction Manager Sundt-Layton and Sheriff's Office Jail Planning Unit, reviewed and carefully evaluated the statements of qualifications submitted in response to the request; and

**WHEREAS**, the selection committee prequalified four firms: A & B Construction, Ghilotti Construction Company, Goodfellow Top Grade Construction, and O.C. Jones & Sons, Inc.; and

**WHEREAS**, on February 1, 2013, a Request for Bids was issued to these four firms; and

**WHEREAS**, a Public Bid Opening was conducted as required by the Public Contract Code on February 28, 2013; and

**WHEREAS**, said selection committee is recommending the retention of Ghilotti Construction company to furnish and install rough grading for the Replacement Jail Project for the amount of \$895,000 with an additional authorization for the County's Project Executive managing a \$116,350 contingency for unforeseen conditions or scope adjustments at this phase of the project; and

**WHEREAS**, this Board has been presented with a Trade Contract for rough grading and has examined and approved the same as to form and content and desires to enter into the same; and

**WHEREAS**, this Board has been presented with an Owner Assignment and Novation Agreement and 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 Board of Supervisors authorizes and directs:

1. The Sheriff or his/her designee to execute an agreement with Ghilotti Construction Company to furnish and install the rough grading for the San Mateo County Replacement Jail.
2. The Sheriff or his/her designee to execute an Owner Assignment and Novation Agreement, necessary to assign the Trade Contract from the County to the Construction Manager
3. An additional \$116,350 contingency for unforeseen conditions or scope adjustments at this phase of the project.



***Request for Proposals for  
Contractors for Piles and Grading  
San Mateo County  
Replacement Correctional Facility***



***San Mateo County Sheriff's Office***

**Issued: January 31, 2013**

**RFP Due: February 14, 2013**

Lieutenant Deborah Bazan, Project Executive,  
San Mateo County Sheriff's Office  
Correctional Facility Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA 94063  
Telephone: (650) 508-6728  
Email: [\*\*dbazan@smcgov.org\*\*](mailto:dbazan@smcgov.org)

**PART 1 – INTRODUCTION**

- 1.01** The County of San Mateo (“County”) invites proposals from prequalified **trade** contracting firms (“Prospective Bidders”) interested in contracting with the County to provide precast concrete **pile and rough grading** services (refer to section 2.01 ) with a lump sum price for the San Mateo County’s Replacement Correctional Facility (“Project”).
- 1.02** This is a Request for Proposals (“RFP”) is **for the construction of San Mateo County Replacement Correctional Facility**.
- 1.03** The RFP submission from the selected Prospective Bidder will be included in the contract for the Project following award.

**PART 2–SUBMISSION OF PROPOSALS**

- 2.01** Prospective Bidders are requested to submit an original, signed proposal, together with a bid bond, **no later than 2:00 PM on February 14, 2013 to:**

Lieutenant Deborah Bazan, Project Executive  
 San Mateo County Sheriff’s Office  
 Correctional Facility Planning Unit  
 400 County Center, 3<sup>rd</sup> floor  
 Redwood City, CA 94063  
 Telephone: (650) 508-6728  
 Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

**All Proposals must be delivered to the Correctional Facility Planning Unit as listed above. If a mail service or carrier is utilized it is the responsibility of the prospective bidder to ensure their response is delivered to correct location and not the mailroom or any other office within a County building.**

- 2.02** The Prospective Bidder’s submission must have sealed complete bid form and bid bond. Please refer to the Instructions to Bidders Manual for a bid form. Prospective Bidders may utilize their Surety’s bid bond form.
- 2.03** The signed, original bid form and bid bond should be signed by an owner, officer, or authorized agent of the Prospective Bidder, acknowledging and accepting the terms and conditions of this RFP.

**2.04 ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS**

Request for Proposals (RFP) sent to prequalified Prospective Bidders	<b>January 31, 2013</b>
Questions regarding RFP due: <b>2:00 PM</b>	<b>February 07, 2013</b>
Responses and Addendum posted	<b>February 12, 2013</b>
Bid Proposals due: <b>2:00 pm</b>	<b>February 14, 2013</b>
Bid Review	<b>February 15 – 18, 2013</b>
Finalist Notification	<b>February 19, 2013</b>
Board of Supervisors approves contract	<b>March 12, 2013</b>

*County reserves the right to modify this schedule at any time at its sole discretion.*

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### **PART 3 – SHERIFF’S OFFICE BACKGROUND**

- 3.01** The San Mateo County Sheriff’s Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, security in the courts, and various administrative functions.
- 3.02** The incumbent Sheriff is Greg Munks. Overseeing this RFP is the Correctional Facility Planning Unit Lieutenant Deborah Bazan, Project Executive.
- 3.03** Project demolition and Project preparations have commenced and will be completed by February 28, 2013.

### **PART 4 – PROPOSALS**

- 4.01** San Mateo County Sheriff Greg Munks is seeking lump sum proposals from prequalified contracting firms for the scope of work noted in bid packages listed in section 5.01.
- 4.02** Prospective Bidders should address every item listed in this RFP Bid Package Scope Directives. Please refer to document 0016 of the Instructions to Bidders Manual. Prospective Bidders may NOT include additional clarifications, inclusions or exclusions other than what is already noted in the Bid Package Scope Directives.

### **PART 5 – BASIC SCOPE AND CHARACTER OF PROJECT AND SERVICES REQUIRED**

- 5.01 SCOPE OF PROJECT:** Construction of a New San Mateo County Replacement Correctional Facility located in Redwood City on the corner of Blomquist and Maple Street on an existing 5.09 acre site. The project consists of 93,250 square feet (sf) of Administration & Support Space, 20,000 sf of Transitional Housing and 139,132 sf of Detention Center. The estimated value of the overall Project is \$125M and is estimated to start construction Spring 2013 and open for services Spring 2015.

<b>BID PACKAGE</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED VALUE RANGE</b>
BP 2.01 DESIGN BUILD PILES	Provide design build services for approximately 538 - 14” and 16” concrete piles ranging in 74-101 feet in depth	\$1.5M - \$2.9M
BP 32.01 GRADING	Furnish and install rough grading.	\$600-\$750

*County reserves the right to modify the bid packages at any time at its sole discretion.*

- 5.02** This Project has a Project Labor Agreement (PLA), which has been attached to this RFP, with a Letter of Assent that must be signed by all Prospective Bidders and their tiered-contractors.

### **PART 6 – ADMINISTRATIVE REQUIREMENTS AND POLICIES**

- 6.01** Prospective Bidders will be required to comply with all nondiscrimination employment regulations, including:
- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability,

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medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

- B. Prospective Bidders shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Prospective Bidders' personnel policies shall be made available to County upon request.
- C. Prospective Bidders shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Prospective Bidders shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Prospective Bidders must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Prospective Bidders are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

**6.02** The County, in its sole discretion, reserves the right to accept or reject any or all RFP's submitted, or to request clarification or additional information or an alternative presentation of data from any Prospective Bidder. Further, while every effort has been made to ensure the information presented in the RFP is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this documents. Should a Prospective Bidder realize during the review process that there has been a substantive error or omission in its proposal, which does not alter basic services and has not already resulted in disqualification for other reasons, said Prospective Bidder is invited to submit to the Project Executive a written request and explanation of Prospective Bidder's desire to correct its proposal. It shall be at the sole discretion of the County's selection committee to decide whether to grant the Prospective Bidder's request to correct its RFP proposal.

**6.03** All proposals become the property of the County and as such become public documents available to be reviewed by the public upon request. Government Code Sections 6250 et. seq., the Public Records Act, define a public record as any writing containing information relating to the conduct of public business. This applies to proposals submitted pursuant to this RFP. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential.

If the County receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the RFP. Rather, the County will notify the party whose RFP is being sought. In the event that a party who has submitted a RFP wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

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## **PART 7 – GENERAL CONDITIONS**

**7.01** Any explanation, question, or job visits from a Prospective Bidder regarding the meaning or interpretation of this RFP must be made in writing by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by **2:00 PM February 7, 2013**. Responses to submitted questions will be posted on the Sheriff's Office Correctional Facility Planning webpage by **February 12, 2013**. Do not contact staff or consultants with questions or clarifications. **It is the responsibility of the Prospective Bidder to check the Correctional Facility Planning website for questions and answers as well as any Addendums that have been made:**

**<http://www.smcsheriff.com/Correctional-Facility-planning/announcements>**

**7.02** The submission of a RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a proposal or to procure or contract for any services. Costs for preparing a proposal will be paid entirely by the Prospective Bidders.

**7.03** County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of RFPs, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from the stated requirements.

**7.04** County retains the right to reject any and all RFP's, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Prospective Bidder's qualifications as of Bid day. All decisions concerning Prospective Bidder selection shall be made in County's best interests.

**7.05** County has made a determination in accordance with Section 6255 of the Government Code that all proposals submitted in response to this RFP shall not be made public by County until after County issues a notice of intent to enter into a Contract with the successful Prospective Bidder.

## **PART 8 – PROPOSAL DOCUMENTS**

**8.01** The proposal documents to that apply to this RFP are as follows:

Instructions to Bidders Manual dated 01/31/13

Exhibit A – Project Manual dated 01/31/13

Exhibit B – Drawings dated 01/31/13

Exhibit C – Geo-Technical Report dated 11/30/12

Exhibit D – Professional Labor Agreement

**END SECTION**



Exhibit B

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	Provide design build service to furnish and install rough grading
2.	List key evaluation criteria	Proposals were evaluated based on the following: <ol style="list-style-type: none"> <li>1. Completeness of response submission</li> <li>2. Personnel experience and qualifications</li> <li>3. Depth and quality of respondent's performance</li> <li>4. Successful track record on similar projects</li> <li>5. Competitive bid</li> </ol>
3.	Where advertised	San Francisco Examiner Posted on the Sheriff's Office web page
4.	In addition to advertisement, list others to whom the RFP announcement was sent	Sent to those enrolled to receive automatic notifications and announcements on the Sheriff's web page, Facebook and Twitter.
5.	Total number of RFP's sent to prospective proposers	None directly
6.	Number of proposals received	Seven (7)
7.	Who evaluated the proposals	Lieutenant Deborah Bazan Project Manager Sam Lin Steve Blaylock, Sundt/Layton Ed Deffner, Sundt Layton
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	A & B Construction 712 Sansome Street San Francisco, CA 94111  Desilva Gates Construction 11555 Dublin Blvd. Dublin, CA 94568  Ghilotti Bros., Inc. 525 Jacoby Street San Rafael, CA 94901  Ghilotti Construction Company 246 Ghilotti Ave. Santa Rosa, CA 95407  Gonsalves & Santucci Inc. 5141 Commercial Circle Concord, CA 94520

		<p>Goodfellow Top Grade Construction, LLC 50 Contractors St. Livermore, CA 94551</p> <p>O.C. Jones &amp; Sons, Inc. 1520 Fourth Street Berkeley, CA 94710</p>
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**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Sheriff's Office



**Date:** March 19, 2013

**Board Meeting Date:** April 9, 2013

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Sheriff Greg Munks

**Subject:** Agreement with Foundation Constructors, Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing the Sheriff or his/her designee to:

- A) Execute an agreement with Foundation Constructors, Inc. to furnish and install driven concrete piles for the San Mateo County Replacement Jail at 1300 Maple Street in Redwood City, for the term of April 9, 2013, through December 31, 2013, in an amount not to exceed \$1,427,900;
- B) Execute an Owner Assignment and Novation Agreement, necessary to assign the Trade Contract from the County to the Construction Manager; and
- C) Authorize an additional \$185,627 contingency for unforeseen conditions or scope adjustments at this phase of the project.

**BACKGROUND:**

In December, 2010 the Board of Supervisors acquired 4.85 acres of land in Redwood City, east of Highway 101, on Maple Street at Blomquist Street for the express purpose of constructing a Replacement Jail. On October 4, 2011, the Board approved the scope and size of the jail project. On May 5, 2012, the Board approved contracts for jail design, engineering, and construction management services. A groundbreaking ceremony was held for the Replacement Jail on July 10, 2012. Demolition of the existing buildings was completed in September, 2012. In March 2013, site clean-up and remediation was completed. Design documents for the facility are planned and packaged to adapt to different construction phases. A portion of the first phase of construction components is the installation of 538 pre-stressed and precast concrete piles that are driven into the soil to provide support for the new jail structure on the "Bay Mud" soil in a region known for its seismic activity.

**DISCUSSION:**

On November 19, 2012, the San Mateo County Sheriff's Office issued a Request for Statement of Qualifications (RFSOQ) to prequalify potential bidders as the first step of the County's selection process for firms to provide driven concrete piles for the Replacement Jail Facility. The RFSOQ outreach included advertising in local newspapers and posting of the RFSOQ on the Sheriff's Office Jail Planning Unit website. Four firms responded to the RFSOQ. After review of each firm's Statement of Qualifications, three firms were selected for prequalification: Vortex Marine Construction, Stroer and Graff, and Foundation Constructors, Inc. On February 1, 2013, Requests for Bids were sent to each of the pre-qualified firms. All three firms returned timely bids, and a public bid opening was held on February 28, 2013. Foundation Constructors, Inc. was the lowest responsible bidder.

The scope of work for the driven concrete piles includes but is not limited to furnishing and installing piles, and engineering services associated with pile design.

The Jail Planning Unit reviewed the bid documents and has determined that the Equal Employment program submitted by Foundation Corporation is in accordance with the current Equal Employment guidelines and that the contractor complies with the equal benefits and jury duty pay provisions of the County ordinance code. If the Board approves the award to Foundation Constructors, Inc., the County will enter into the Trade contract with Foundation Constructors, Inc. Upon execution of the Trade Contract it will be assigned to Sundt/Layton who, in its role as Construction Manager, will oversee the performance of the Trade Contract. A form of the assignment agreement was approved by the Board as part of the approval of the Agreement for Construction Management Services with Sundt/Layton.

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

Approval of this resolution contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring a safe and cost effective Replacement Jail Facility

**FISCAL IMPACT:**

The amount of the agreement with Foundation Constructors, Inc. is \$1,427,900, with an additional authorization for an \$185,627 contingency for unforeseen conditions or scope adjustments at this phase of the project. The funding for this agreement is included in the County's 2012-13 Capital Improvement budget. There is no additional Net County Cost.

Exhibit A – Request for Proposals

Exhibit B – RFP Process Matrix

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE SHERIFF OR HIS/HER DESIGNEE TO: 1) EXECUTE AN AGREEMENT WITH FOUNDATION CONSTRUCTORS, INC. TO FURNISH AND INSTALL DRIVEN CONCRETE PILES FOR THE SAN MATEO COUNTY REPLACEMENT JAIL AT 1300 MAPLE STREET IN REDWOOD CITY, FOR THE TERM OF APRIL 9, 2013 THROUGH DECEMBER 31, 2013, IN AN AMOUNT NOT TO EXCEED \$1,427,900; 2) EXECUTE AN OWNER ASSIGNED AND NOVATION AGREEMENT, NECESSARY TO ASSIGN THE TRADE CONTRACT FROM THE COUNTY TO THE CONSTRUCTION MANAGER; AND 3) AN ADDITIONAL \$185,627 CONTINGENCY FOR UNFORESEEN CONDITIONS OR SCOPE ADJUSTMENTS AT THIS PHASE OF THE PROJECT**

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

**WHEREAS**, in December, 2010, the Board of Supervisors acquired 4.85 acres of land in Redwood City east of Highway 101 for the purpose of constructing a Replacement Jail and the Board approved a mitigated negative declaration for the Replacement Jail on that site; and

**WHEREAS**, a Site Management Plan (SMP) and a CEQA Mitigated Negative Declaration has been approved by the Board of Supervisors for the replacement jail site; and

**WHEREAS**, the County desires a qualified driven concrete piles trade contractor with the requisite experience and technical qualifications necessary to perform the driven concrete piles includes but is not limited to furnishing and installing piles, and engineering services associated with pile design for the replacement jail site; and

**WHEREAS**, the Sheriff issued a Request for Statement of Qualifications on

November 19, 2012, seeking statements of qualifications from driven concrete piles firms to assist with the preparation of the replacement jail site; and

**WHEREAS**, a selection committee comprised of members of the Construction Manager Sundt-Layton and Sheriff's Office Jail Planning Unit, reviewed and carefully evaluated the statements of qualifications submitted in response to the request; and

**WHEREAS**, the selection committee prequalified three firms,: Vortex Marine Construction, Stroer and Graff, and Foundation Constructors, Inc.; and

**WHEREAS**, on February 1, 2013, a Request for Bids was issued to these three firms; and

**WHEREAS**, a Public Bid Opening was conducted as required by the Public Contract Code on February 28, 2013; and

**WHEREAS**, said selection committee is recommending the retention of Foundation Constructors, Inc. to provide the driven concrete piles. This includes but is not limited to furnishing and installing piles, and engineering services associated with pile design for the Replacement Jail Project for the amount of \$1,427,900 with an additional authorization for County's Project Executive managing a \$185,627 contingency for unforeseen conditions or scope adjustments at this phase of the project; and

**WHEREAS**, this Board has been presented with a Trade Contract for design and installation of pre-stressed and precast concrete piles and has examined and approved the same as to form and content and desires to enter into the same; and

**WHEREAS**, this Board has been presented with an Owner Assignment and Novation

Agreement and 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 Board of Supervisors authorizes and directs:

1. The Sheriff or his/her designee to execute an agreement with Foundation Constructors, Inc. for the design and installation of pre-stressed and precast concrete piles necessary for the San Mateo County Replacement Jail.
2. The Sheriff or his/her designee to execute an Owner Assigned and Novation Agreement, necessary to assign the Trade Contract from the County to the Construction Manager
3. An additional \$185,627 contingency for unforeseen conditions or scope adjustments at this phase of the project.



***Request for Proposals for  
Contractors for Piles and Grading  
San Mateo County  
Replacement Correctional Facility***



***San Mateo County Sheriff's Office***

**Issued: January 31, 2013**

**RFP Due: February 14, 2013**

Lieutenant Deborah Bazan, Project Executive,  
San Mateo County Sheriff's Office  
Correctional Facility Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA 94063  
Telephone: (650) 508-6728  
Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

**PART 1 – INTRODUCTION**

- 1.01** The County of San Mateo (“County”) invites proposals from prequalified **trade** contracting firms (“Prospective Bidders”) interested in contracting with the County to provide precast concrete **pile and rough grading** services (refer to section 2.01 ) with a lump sum price for the San Mateo County’s Replacement Correctional Facility (“Project”).
- 1.02** This is a Request for Proposals (“RFP”) is **for the construction of San Mateo County Replacement Correctional Facility**.
- 1.03** The RFP submission from the selected Prospective Bidder will be included in the contract for the Project following award.

**PART 2–SUBMISSION OF PROPOSALS**

- 2.01** Prospective Bidders are requested to submit an original, signed proposal, together with a bid bond, **no later than 2:00 PM on February 14, 2013 to:**

Lieutenant Deborah Bazan, Project Executive  
 San Mateo County Sheriff’s Office  
 Correctional Facility Planning Unit  
 400 County Center, 3<sup>rd</sup> floor  
 Redwood City, CA 94063  
 Telephone: (650) 508-6728  
 Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

**All Proposals must be delivered to the Correctional Facility Planning Unit as listed above. If a mail service or carrier is utilized it is the responsibility of the prospective bidder to ensure their response is delivered to correct location and not the mailroom or any other office within a County building.**

- 2.02** The Prospective Bidder’s submission must have sealed complete bid form and bid bond. Please refer to the Instructions to Bidders Manual for a bid form. Prospective Bidders may utilize their Surety’s bid bond form.
- 2.03** The signed, original bid form and bid bond should be signed by an owner, officer, or authorized agent of the Prospective Bidder, acknowledging and accepting the terms and conditions of this RFP.

**2.04 ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS**

Request for Proposals (RFP) sent to prequalified Prospective Bidders	<b>January 31, 2013</b>
Questions regarding RFP due: <b>2:00 PM</b>	<b>February 07, 2013</b>
Responses and Addendum posted	<b>February 12, 2013</b>
Bid Proposals due: <b>2:00 pm</b>	<b>February 14, 2013</b>
Bid Review	<b>February 15 – 18, 2013</b>
Finalist Notification	<b>February 19, 2013</b>
Board of Supervisors approves contract	<b>March 12, 2013</b>

*County reserves the right to modify this schedule at any time at its sole discretion.*

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### **PART 3 – SHERIFF’S OFFICE BACKGROUND**

- 3.01** The San Mateo County Sheriff’s Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, security in the courts, and various administrative functions.
- 3.02** The incumbent Sheriff is Greg Munks. Overseeing this RFP is the Correctional Facility Planning Unit Lieutenant Deborah Bazan, Project Executive.
- 3.03** Project demolition and Project preparations have commenced and will be completed by February 28, 2013.

### **PART 4 – PROPOSALS**

- 4.01** San Mateo County Sheriff Greg Munks is seeking lump sum proposals from prequalified contracting firms for the scope of work noted in bid packages listed in section 5.01.
- 4.02** Prospective Bidders should address every item listed in this RFP Bid Package Scope Directives. Please refer to document 0016 of the Instructions to Bidders Manual. Prospective Bidders may NOT include additional clarifications, inclusions or exclusions other than what is already noted in the Bid Package Scope Directives.

### **PART 5 – BASIC SCOPE AND CHARACTER OF PROJECT AND SERVICES REQUIRED**

- 5.01 SCOPE OF PROJECT:** Construction of a New San Mateo County Replacement Correctional Facility located in Redwood City on the corner of Blomquist and Maple Street on an existing 5.09 acre site. The project consists of 93,250 square feet (sf) of Administration & Support Space, 20,000 sf of Transitional Housing and 139,132 sf of Detention Center. The estimated value of the overall Project is \$125M and is estimated to start construction Spring 2013 and open for services Spring 2015.

<b>BID PACKAGE</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED VALUE RANGE</b>
BP 2.01 DESIGN BUILD PILES	Provide design build services for approximately 538 - 14” and 16” concrete piles ranging in 74-101 feet in depth	\$1.5M - \$2.9M
BP 32.01 GRADING	Furnish and install rough grading.	\$600-\$750

*County reserves the right to modify the bid packages at any time at its sole discretion.*

- 5.02** This Project has a Project Labor Agreement (PLA), which has been attached to this RFP, with a Letter of Assent that must be signed by all Prospective Bidders and their tiered-contractors.

### **PART 6 – ADMINISTRATIVE REQUIREMENTS AND POLICIES**

- 6.01** Prospective Bidders will be required to comply with all nondiscrimination employment regulations, including:
- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability,

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medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

- B. Prospective Bidders shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Prospective Bidders' personnel policies shall be made available to County upon request.
- C. Prospective Bidders shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Prospective Bidders shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Prospective Bidders must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Prospective Bidders are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

**6.02** The County, in its sole discretion, reserves the right to accept or reject any or all RFP's submitted, or to request clarification or additional information or an alternative presentation of data from any Prospective Bidder. Further, while every effort has been made to ensure the information presented in the RFP is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this documents. Should a Prospective Bidder realize during the review process that there has been a substantive error or omission in its proposal, which does not alter basic services and has not already resulted in disqualification for other reasons, said Prospective Bidder is invited to submit to the Project Executive a written request and explanation of Prospective Bidder's desire to correct its proposal. It shall be at the sole discretion of the County's selection committee to decide whether to grant the Prospective Bidder's request to correct its RFP proposal.

**6.03** All proposals become the property of the County and as such become public documents available to be reviewed by the public upon request. Government Code Sections 6250 et. seq., the Public Records Act, define a public record as any writing containing information relating to the conduct of public business. This applies to proposals submitted pursuant to this RFP. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential.

If the County receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the RFP. Rather, the County will notify the party whose RFP is being sought. In the event that a party who has submitted a RFP wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

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## **PART7 – GENERAL CONDITIONS**

**7.01** Any explanation, question, or job visits from a Prospective Bidder regarding the meaning or interpretation of this RFP must be made in writing by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by **2:00 PM February 7, 2013**. Responses to submitted questions will be posted on the Sheriff's Office Correctional Facility Planning webpage by **February 12, 2013**. Do not contact staff or consultants with questions or clarifications. **It is the responsibility of the Prospective Bidder to check the Correctional Facility Planning website for questions and answers as well as any Addendums that have been made:**

**<http://www.smcsheriff.com/Correctional-Facility-planning/announcements>**

- 7.02** The submission of a RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a proposal or to procure or contract for any services. Costs for preparing a proposal will be paid entirely by the Prospective Bidders.
- 7.03** County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of RFPs, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from the stated requirements.
- 7.04** County retains the right to reject any and all RFP's, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Prospective Bidder's qualifications as of Bid day. All decisions concerning Prospective Bidder selection shall be made in County's best interests.
- 7.05** County has made a determination in accordance with Section 6255 of the Government Code that all proposals submitted in response to this RFP shall not be made public by County until after County issues a notice of intent to enter into a Contract with the successful Prospective Bidder.

## **PART 8 – PROPOSAL DOCUMENTS**

**8.01** The proposal documents to that apply to this RFP are as follows:

Instructions to Bidders Manual dated 01/31/13

Exhibit A – Project Manual dated 01/31/13

Exhibit B – Drawings dated 01/31/13

Exhibit C – Geo-Technical Report dated 11/30/12

Exhibit D – Professional Labor Agreement

**END SECTION**



Exhibit B

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	Provide design build services for approximately 538 14" and 16" concrete driven piles ranging in 74' – 101' in depth
2.	List key evaluation criteria	Proposals were evaluated based on the following: <ol style="list-style-type: none"> <li>1. Completeness of response submission</li> <li>2. Personnel experience and qualifications</li> <li>3. Depth and quality of respondent's performance</li> <li>4. Successful track record on similar projects</li> <li>5. Competitive bid</li> </ol>
3.	Where advertised	San Francisco Examiner Posted on the Sheriff's Office web page
4.	In addition to advertisement, list others to whom the RFP announcement was sent	Sent to those enrolled to receive automatic notifications and announcements on the Sheriff's web page, Facebook and Twitter.
5.	Total number of RFP's sent to prospective proposers	None directly
6.	Number of proposals received	Four (4)
7.	Who evaluated the proposals	Lieutenant Deborah Bazan Project Manager Sam Lin Steve Blaylock, Sundt/Layton Ed Deffner, Sundt Layton
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Berkel & Company Constructors, Inc 81 Langton Street, Suite 15 San Francisco, CA 94103  Foundation Constructors, Inc. P.O. Box 97 Oakley, CA 94561  Stroer & Graff, Inc. 1830 Phillips Lane Antioch, CA 94509  Vortex Marine Construction, Inc. Livingston Street Peir Oakland, CA 94606





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



**Date:** March 19, 2013  
**Board Meeting Date:** April 9, 2013  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Sheriff Greg Munks

**Subject:** Amendment to the Agreement with Engeo Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing the Sheriff or his/her designee to execute an amendment to the agreement with Engeo, Inc. to provide additional geotechnical engineering services for the Replacement Jail, increasing the not to exceed amount by \$180,000 to \$340,000.

**BACKGROUND:**

On May 25, 2012, the Sheriff's Office entered into an agreement with Engeo, Inc., to perform geotechnical engineering services for the Replacement Jail through a Request for Proposal (RFP) selection process; and subsequently on October 23, 2012 the Board amended the contract to \$160,000 for added scope of service to perform additional laboratory testing of soil samples for Naturally Occurring Asbestos and to consult with the Bay Area Air Quality Management Bureau, furthering compliance with the Site Management Plan.

**DISCUSSION:**

Due to the evolving Design Development necessary to achieve a cost effective structural system, the number of boring and driven pile locations has increased more than two fold from Conceptual Design. This change requires more geotechnical review and testing services in the field as well as additional special inspections during pile fabrication in the mill. The off-site sanitary sewage route approved by Redwood City and South Bayside System Authority (SBSA) also requires additional geotechnical design recommendations and review services. This \$180,000 is needed to provide these additional geotechnical recommendations, consultation, geotechnical testing and observation services, and special inspection services; increasing the not to exceed amount to \$340,000.

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

Approval of this Resolution contributes to the Shared Vision 2025 outcome of a Collaborative Community, by providing geotechnical engineering services for the Replacement Jail construction project.

**Performance Measure(s):**

<b>Measure</b>	<b>FY 2011-12 Actual</b>	<b>FY 2012-13 Projected</b>
Percent of geotechnical services performed and/or completed within industry standard time guidelines.	N/A	100%

**FISCAL IMPACT:**

The agreement maximum is increased by \$180,000 to \$340,000. Funds for these services for this fiscal year have been included in the FY 2012-13 Capital Projects budget. There is no additional Net County Cost.

Exhibit A – Request for Proposals

Exhibit B – RFP Matrix

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE SHERIFF OR HIS/HER DESIGNEE TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH ENGEO, INC. TO PROVIDE ADDITIONAL GEOTECHNICAL ENGINEERING SERVICES FOR THE REPLACEMENT JAIL, INCREASING THE NOT TO EXCEED AMOUNT BY \$180,000 TO \$340,000**

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

**WHEREAS**, on May 25, 2012, the Sheriff's Office entered into an agreement with Engeo, Inc., in the amount of \$90,000 to perform geotechnical engineering services for the Replacement Jail; and subsequently on October 23, 2012, the Board amended the contract to \$160,000 for added services to perform additional laboratory testing of soil samples for Naturally Occurring Asbestos and to consult with the Bay Area Air Quality Management Bureau, furthering compliance with the Site Management Plan.

**WHEREAS**, due to the evolving Design Development to achieve a cost effective structural system, the number of boring and driven pile locations has increased more than two fold from Conceptual Design. This change requires more geotechnical review and testing services in the field as well as additional special inspections during pile fabrication in the mill. The off-site sanitary sewage route approved by Redwood City and SBSA (South Bayside System Authority) also requires additional geotechnical design recommendations and review services; and

**WHEREAS**, \$180,000 is needed to provide these added geotechnical

recommendations, consultation, geotechnical testing and observation services, and special inspection services; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors authorizes and directs the Sheriff or his/her designee to execute said Amendment with Engeo, Inc. for the provision of additional geotechnical engineering services for the Replacement Jail Project increasing the not to exceed amount by \$180,000 to \$340,000.

\* \* \* \* \*

***Request for Proposals  
Geotechnical Engineering Services  
San Mateo County Replacement  
Correctional Facility***



***San Mateo County Sheriff's Office***

**Issued: March 30, 2012**

**Responses due: April 17, 2012, 2:30 pm**

Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA94063

Telephone: (650) 508-6721  
Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

## DISCLAIMER

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any, or none of the ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to select the proposal that is in the County's best interest, to reject any and all proposals, to terminate the RFP process, and/or to waive any requirements of this RFP when it determines that doing so is in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document.

### NOTE REGARDING THE PUBLIC RECORDS ACT:

**(a) General Provisions Regarding Public Nature of Proposals.**

Government Code Section 6250 *et. seq.*, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements.

**(b) Proposer's Rights Regarding Confidentiality of Proposals.**

The County of San Mateo does not represent or guarantee that any information submitted in response to the RFP will be kept confidential. If the County of San Mateo receives a request under the Public Records Act for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced and to obtain a court order prohibiting disclosure. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

Section 10 of this document sets forth the procedures for designating a document as confidential. Failure to comply with the procedures in Section 10 constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. If you submit information you claim is protected as a trade secret or on any other basis, you **must** follow all procedures in Section 10.

## PART 1 – INTRODUCTION

- 1.01 The County of San Mateo (“County”) invites responses to this Request for Proposals (“RFP”). The successful respondent will contract with the County to provide the geotech contract services for the County’s Replacement Correctional Facility (the “Project”).
- 1.02 This RFP and the proposals submitted in response to it is the County’s RFP process that will culminate in award of the geotech contract. The County will conduct an in-depth evaluation of the proposals submitted and conduct interviews with each of the respondents. The County will then begin sequential contract negotiations beginning with the most qualified firm.
- 1.03 This RFP and the responses of the selected geotech firm will be included in their geotech contract for the Project following award.

## PART 2 –SUBMISSION OF PROPOSALS

- 2.01 Please read the entire RFP and all enclosures before preparing your proposal. Proposers should seek clarification of any requirements that they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason to fail to supply all features indicated to exist by the Proposer. Respondents should address any issue or question via email to Lieutenant Deborah Bazan, Project Executive. Email: dbazan@smcgov.org
- 2.02 Respondents should address every item listed in this RFP. Brevity and clarity are of utmost importance. Responses that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, respondents may include ten (10) bound copies of their marketing materials, as long as they are not permanently attached to the RFP. Responses that do not comply with all applicable requirements will not be considered.
- 2.03 All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.
- 2.04 The responses to this RFP should be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” paper. The responses should not exceed **15 pages; single sided** but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. The top of page one of the response should state the respondent’s name, address, phone number, fax number, e-mail address, and contact name. No cover letter is necessary.
- 2.05 Respondents must submit an original, signed response to the RFP, together with fifteen (15) copies, and one (1) electronic copy, **no later than 2:30 PM on April 17, 2012** to:

Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff’s Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org

The signed, original RFP response should include a statement signed by an owner, officer, or authorized agent of the respondent, acknowledging and accepting the terms and conditions of this RFP.

**Proposals received late will not be opened or given any consideration for the proposed services.**

### **PART 3 – SHERIFF’S OFFICE BACKGROUND**

- 3.01 The San Mateo County Sheriff’s Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, and security in the courts, and various administrative functions.
- 3.02 The incumbent Sheriff is Greg Munks. Directly under his command are Undersheriff Carlos Bolanos and Assistant Sheriff Trisha Sanchez. Overseeing this architectural RFP is Lieutenant Deborah Bazan, the Project Executive.

### **PART 4 – PROJECT DESCRIPTION**

- A. The Project will be located on an approximately 4.85-acre site within Redwood City, CA. The Project will initially house 576 beds (including 88 non-secure transitional beds) with future expansion to 832 beds. The site is not located within a State of California Earthquake Fault Hazard Zone (1982) for active faulting; however, the site is in an area of active seismic shaking, and according to the State of California Seismic Hazard Zones Map (CGS, Palo Alto Quadrangle, 2006), is located within an area susceptible to liquefaction. Geologic mapping by Brabb (2000) indicates the site is underlain by artificial fill (af) and Bay Mud deposits (Qhb).
- B. The County is using a “Construction Manager/General Contractor at Risk” (CM/GC at Risk) delivery method.
- C. The firm selected will be asked to provide geotech services appropriate to the Project.
- D.. The facility shall be designed in accordance with all local and state laws, building codes and applicable zoning issues and ordinances. Additionally, the facility shall adhere to all of the requirements defined by California Administrative Code Title 24, Minimum Standards for Local Adult Detention Facilities
- E. The proposed development plan includes demolition of the existing structures and construction of a new correctional facility that includes a detention structure and an administration building. The building heights are yet to be determined, but may range from 3 to 7 stories high. It is possible that a below grade parking garage may also be under consideration by the design team. The new facility will also utilize “green” design and construction concepts to achieve a minimum LEED Silver certification.

### **PART 5 – OUTLINE OF SCOPE OF WORK**

This Part 5 sets forth an outline/overview of the scope of services required for the Project. Schedule for the Phase 1 to Phase 4 work should be developed and coordinated with the Design Team upon award of contract. The detailed services required is contained in Appendix A of the draft Professional Services Agreement attached hereto as Attachment C1. Your proposal should take into consideration and address the full scope of services as set forth in Appendix

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A. To the extent there are conflicts between this Part 5 and Exhibit A, such conflicts will be resolved during the negotiation of the Professional Services Agreement with the selected firm.

**Phase 1 Scope— Geotechnical Feasibility Assessment**

The geotechnical feasibility assessment will include a desk study, preliminary geotechnical exploration and report preparation. Limited exploration will be performed using Cone Penetration Test (CPT) equipment, but no soil samples will be collected for laboratory testing from this Phase 1 geotechnical study. The intent of the geotechnical feasibility assessment is to identify site hazards, such as liquefaction and soft soil settlement potentials, and provide preliminary soil information for project planning and budgeting purposes.

Based on the information gathered in this Phase 1 study, the design team will develop conceptual/preliminary building layout, building heights and finished site grades. A more detailed breakdown of the Phase 1 services follows:

A. Desk Study

- Review existing geotechnical data and any public documentation for the project site
- Review published geologic maps, geologic hazard maps and aerial photographs
- Review regional historic groundwater level and FEMA flood maps

B. Preliminary Geotechnical Exploration

- Advance 5 to 6 Cone Penetration Test (CPT) holes, 80 to 120 feet deep within the project site. Locations of the exploratory locations to be verified with the design team. Soil shear wave velocities will be measured from one of the CPT locations, at 5 to 10 feet intervals
- Obtaining permit for drilling
- Drumming and disposal of soil cuttings
- Private utility locator to clear all exploratory holes

C. Report Preparation

- Summarize findings from desk study and preliminary geotechnical exploration
- Discuss regional and site-specific geologic maps and site seismicity, including 2010 California Building Code Seismic parameters and Site Class. If the site is classified as Soil Profile Type F, code based deterministic lower limit MCE will be provided.
- Preliminary assessment of geological hazards affect the site, such as: faulting, liquefaction and lateral spreading, soft soils, shallow groundwater, expansive soils, as appropriate.
- Comment on the suitability of the site for the proposed detention center
- Discuss potential load-induced settlements based on assumed load ranges and general soil characteristics
- Preliminary discussion on mitigation and treatment of geotechnical constraints, such as: soft/compressible soils, existing fills, liquefiable soils, as necessary
- Preliminary earthwork recommendations including site drainage and fill placement
- Preliminary foundation options with discussions of the following:
  - Deep Foundation – preliminary pile depth to obtain 100-ton capacity for up to 3 types of piles, as specified by the structural engineer
  - Shallow Foundation – preliminary soil bearing capacities for structural mat foundation and ground improvement options to enhance soil bearing capacities
  - Preliminary earth pressures for shoring and retaining wall design
- Discussion on stormwater infiltration opportunities within the site and provide a general range of permeability for the various soil types using CPT logs and published maps

## D. Consultation

After publishing the Geotechnical Feasibility Assessment report, Consultant will continue to provide recommendations and consultation to the county and project team during project planning. Supplemental documents and analysis will be performed or prepared as necessary.

### **Phase 2 Scope- Design Level Geotechnical Report**

Once the preliminary development plans are available and outline the locations of the proposed building(s), site finished grades, and finished floor grades, Phase 2 geotechnical study can commence. The Phase 2 study is a design-level study to accommodate a submittal.

The following scope assumes an at-grade structure with up to 5 stories will be constructed. The scope of exploration, including the type of borings (hollow stem auger, mud rotary or CPTs) should be revisited after the development plan is available.

#### A. Work Plan and Consultation

Prepare a work plan for the design-level geotechnical exploration. The work plan will outline locations of borings, planned depth, schedule, and equipment.

#### B. Detailed Geotechnical Exploration

- Drill 4 to 5 boreholes, 50 to 100 feet deep within the project site
- Obtaining permit for drilling
- Drumming and disposal of soil cuttings
- Private utility locator to clear all exploratory holes
- Laboratory testing of select soil samples including moisture-density, Atterberg Limits, gradation, strength, corrosivity, consolidation tests, and R-value testing, as necessary

#### C. Report Preparation

- Discuss physical properties of the soil materials encountered in the borings
- Detailed discussion on earthquake-induced liquefaction settlements (total and differential) and impacts on utilities and structural design
- Detailed discussion on load-induced ground settlements (total and differential) and impacts on utilities and structural design
- Provide mitigation measures techniques and recommendations for geotechnical constraints, such as surcharge program and ground improvements, if applicable.
- Recommendations for site grading, drainage, utilities, and pavements.
- Recommendations for foundation design including:
  - Deep Foundation – Tip elevations, vertical pile capacity, pile spacing, L-pile design parameters (fixed and free head), pile group effects, and corrosion effects
  - Shallow Foundation – soil modulus of subgrade reaction, effective plasticity index, unsupported center and edge lift parameters, bearing capacities, pad treatment, and subgrade soil preparations
  - Site specific seismic response spectra, if deemed applicable
  - Retaining wall design parameters – active, at-rest and passive pressures; pressure distribution diagrams; and base friction value(s)
- Recommendations for exterior pavement design based on actual R-value

### **Phase 3 Scope: Plan Review, Document Preparation and Consultation**

After completion of the design-level geotechnical report, Consultant will continue to provide geotechnical services including:

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- Coordination and consultation with the Civil Engineer to reduce the impacts of proposed grading on site utilities.
- Coordination and consultation with the Structural Engineer to design an indicator pile program prior to construction, if the proposed structures are to be supported on pile foundations to address soft soil and liquefaction.
- Coordination and consultation with the project team to design a surcharge program prior to construction, if the proposed structures are to be supported on shallow foundations requiring soft soil or liquefaction ground improvement.
- Coordination with the local jurisdiction and governmental agencies to facilitate advancement of the project. Service will include preparation of plan review letters (e.g. foundation plans, grading plans, improvement plans and/or shoring plans); supplemental documents to clarify geotechnically related concerns and/or response to peer review comments.
- Design-phase consultation with the project team. Consultation will be focused on a value engineering approach such as developing advantages and disadvantages of each foundation and ground improvement alternative, as well as providing preliminary quantities to assist with project construction cost estimates.

**Phase 4 Scope:** Geotechnical Construction Observation and Testing (Correspondent to submit price for budgetary purpose only, not in contract scope)

- Geotechnical testing and observation (T&O) during mass grading, utility trench backfill, retaining wall construction, pavement subgrade preparation, and paving activities.
- Attend meetings and provide consultation, as requested during construction. This may include attending pre-construction meetings, weekly or bi-weekly construction meetings, and meetings with city representative to resolve site geotechnical issues. Additionally, plan to prepare geotechnical response letters or memoranda upon the request of the contractor, the design team or the County on unexpected subsurface conditions or clarification on geotechnical recommendations.
- If an indicator pile program will be implemented, perform observation services during pile loading tests and perform additional analyses on test results. Provide revised foundation recommendation if deemed necessary.
- Site visits by the project geotechnical engineer to observe foundation excavations, pile driving, and/or shoring installation.

Prepare final reports at the completion of the earthwork, utility trench backfill, shoring, foundation excavations and paving activities. Final reports will include all the laboratory test reports and field testing summaries to support the geotechnical services completed at the site

## **PART 6 PROPOSAL REQUIREMENTS**

Each proposal shall consist of the following sections:

### **6.01 Company Information and Qualifications**

Respondents should submit the following information in 15 pages or less addressing their qualifications and experience:

- A. Fifteen (15) years of experience providing geotechnical exploration, testing and design recommendations for large projects.
- B. Experience providing geotechnical services for at least one (1) complex infrastructure program with the value of at least \$50 million or more, within the last ten (10) years.
- C. Experience preparing geotechnical design recommendations, engineering and construction documents for projects within the County of San Mateo, Santa Clara and San Francisco.

- D. Knowledge of the current sea level rise design criteria within SF Bay Area.
- E. Experience preparing geotechnical recommendations for developments constructed on reclaimed land, hydraulically placed fill, and Bay Mud deposits.
- F. Laboratory testing experience and experience interpreting test results for the physical properties of soils and rock.

### **License Requirements**

The qualifications listed below are required for key positions on the project team. In addition to the specific qualification requirements applicable to each individual position ALL key/lead team members must have been employed by their firm for at least six (6) months prior to the date that proposals are received. It is the responsibility of the Respondent to put forth a highly qualified team with the experience and capabilities needed to support the designs and to propose individuals who meet specific qualifications highlighted in this section.

### **6.02 Proposed Project Team Qualifications and Availability**

The specific minimum experience requirements for the key/lead team member positions are defined below:

#### **Principal in Charge**

The Principal in Charge should be a licensed professional Geotechnical Engineer (GE) in the State of California with a minimum of Fifteen (15) years of experience with the geotechnical aspects of infrastructure design and construction. The Principal in Charge should have experience working within the County of San Mateo, Santa Clara and San Francisco.

#### **Project Manager**

The Project Manager should be a licensed professional Geotechnical Engineer (GE) in the State of California with a minimum of ten (10) years of experience with the geotechnical aspects of infrastructure design and construction.

#### **Lead Geotechnical Engineer**

The Lead Geotechnical Engineer should be a licensed professional Geotechnical Engineer (GE) in the State of California with a minimum of twenty (20) years of experience preparing geotechnical documents.

### **6.04 Compensation**

- A. Your fee should be broken out by the phases described in the Scope of Work. Propose your fee on a Lump Sum basis, broken out by project phase.
- B. Identify reimbursable expenses that will be charged to the Project. Provide an estimate in the line items provided in Attachment of what you believe these expenses should be for the Project.
- C. Provide lump sum fees, by phases described in the Scope of Work, for any sub-consultants you would propose to include with your team. Also include mark-ups on sub-consultants, if applicable.
- D. Include hourly rates for all personnel

**FEE ESTIMATE AND SCHEDULE**

<b>Phase 1 – Geotechnical Feasibility Assessment</b>	<b>Fee</b>
<b>Tasks 1A, 1B and 1C (30% DD)</b> - Desk study, preliminary geotechnical exploration & geotechnical assessment report	
<b>Task 1D</b> - Consultation (up to 30 hours)	
<b>Phase 1 Subtotal</b>	
Schedule: 3 to 4 weeks to complete after authorization	
<b>Phase 2 – Design Level Geotechnical Exploration</b>	<b>Fee</b>
<b>Tasks 2A, 2B and 2C (90% DD)</b> – Work plan and consultation, design-level geotechnical exploration, laboratory testing, analysis, and report preparation	
<b>Phase 2 Subtotal</b>	
Schedule: 7 to 8 weeks to complete after authorization	
<b>Phase 3 – Plan Reviews, Document Preparation and Consultation</b>	<b>Fee</b>
Consultation (up to 40 hours)	
Plan Reviews, Response to Peer Review Letters (up to 3 letters)	
Develop Indicator Pile Program/Documents, or Surcharge Program	
<b>Task 3 Subtotal</b>	
<b>Pre-Bid Geotechnical Services (Phases 1, 2 and 3)</b>	
<b>GRAND TOTAL FOR PRE-BID SERVICES</b>	

<b>Phase 4 – Geotechnical Construction Observation and Testing Services (submit price for budgetary purpose only, not in contract scope)</b>			
<b>Scope of Service</b>	<b>Hourly or Unit Rate</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
<b>Services to be performed by Geotechnical Engineer of Record (GOR)</b>			
Pile Load Test and Supplemental Foundation Recommendations			
Engineering Observations, such as: Surcharge Program, Pier Drilling/Pile Driving, Foundation Excavation, and Shoring Installation			
Consultation and Meetings			
Document Preparation for Final Reports, RFIs, and Miscellaneous Letters			

**6.05 Acceptance of the County’s Professional Services Agreement**

A draft of the County's Professional Services Agreement is attached to this RFP as Attachment C1. Bidders are instructed to include exceptions (if any) to the County's Draft Professional Services Agreement with specific alternate language in the form of redlines to Attachment 1. If no exceptions are stated the County will assume the respondent is prepared to sign the County contract as-is. The County reserves the right to modify the draft agreement during the negotiations with the selected firm and is not bound to the terms set forth in the draft agreement.

Each proposal must include a statement of the respondent's commitment and ability to comply with each of the terms of the following:

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to County upon request.
- C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The County jury duty ordinance.

In addition, the respondent should include a statement that it will agree to have any disputes regarding any Agreement venued in San Mateo County. Also include a statement indicating your ability to obtain liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional and worker's compensation.

## **PART 7 – KEY SELECTION CRITERIA**

**7.01** The evaluation by the Selection Committee will be based on the criteria listed below.

- A. **Completeness of Response Submission**
- B. **Personnel Experience and Qualification**
- C. **Depth and Quality of Respondent's Performance**
- D. **Successful Track Record of Similar Projects.**
- E. **Competitive Consulting Fees**

The County may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of the County.

## **PART 8 – REVIEW AND SELECTION PROCESS**

### **8.01 Review of Proposals**

- A. The County will evaluate the information based on materials submitted in response to this RFP
- B. Respondents should prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. The County reserves the right to reject any response to this RFP not submitted within the required timeframe; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any respondent. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the respondent and will not be assumed in full or in part by the County.
- C. Proposals shall be used to determine the applicant's capability of rendering the services to be provided and the cost for the services. By submitting a proposal, each respondent certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful respondent, or none at all.
- D. The County reserves the right to waive any requirements of this RFP when it is determined that waiving a requirement is in the best interest of the County.
- E. The County will evaluate proposals based on each respondent's written submission only. Evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated by the County in this RFP. The Evaluation Committee will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not be considered during the proposal evaluation process.
- F. If errors are found in a proposal, the County may reject the proposal. However, the County may, in its sole discretion, correct arithmetic and/or transposition errors or contact a respondent for clarification. The respondent will be informed of the errors and corrections.
- G. The County reserves the right to accept other than the lowest costs submitted and to negotiate with a respondent on a fair and equal basis when the best interests of the County are served by doing so.

## **PART 9 –Appeal of Decision**

Unsuccessful respondents/firms shall have five business days from the delivery of County's letter of rejection to submit a written appeal, addressed directly to Sheriff Greg Munks at 400 County Center, Redwood City, CA 94063. Appeals received after the deadline will not be accepted. The written appeal should specifically address any perceived irregularities in the process and/or the RFP review committee's recommendation. The committee will review the written appeal, and to present to the Sheriff the reason for the committee's recommendations. An appeal that merely addresses a single aspect of the selected proposal, e.g., comparing the cost of the selected

proposal in relation to the non-selected proposal, is not sufficient to support an appeal. A successful appeal will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Sheriff will respond to an appeal within ten (10) business days of receiving it, and the Sheriff may, at its election, set up a meeting with the respondent to discuss the concerns raised by the protest. The decision of the Sheriff will be final.

## **PART 10 – CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 *et seq.* (the "Public Records Act") defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The County is subject to the California Public Records Act.

Any contract that eventually arises from this RFP is a public record in its entirety, as is all information submitted in response to this RFP except as outlined in this Section. Failure to comply with the procedures in this Section constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

If you submit information you claim is protected from disclosure as a trade secret or on any other basis, you must do **all** of the following:

- (i) Identify each page of such material as "CONFIDENTIAL";
- (ii) Place all such pages in a separate tab in the appropriate section of your submission as listed in Section V.C, below; and
- (iii) **Submit with your proposal a proposed non-disclosure agreement for review.**

For example, if your response contains confidential materials in Tabs 5 and 6, you should include separate tabs labeled "Tab 5-CONFIDENTIAL" and "Tab 6-CONFIDENTIAL" in the appropriate sections of your submission, and each page within those tabs must have the label "CONFIDENTIAL" on it. In this way you must segregate such materials in relation to each tab. You must also submit a proposed non-disclosure agreement.

Over-designation of materials as confidential, such as designating every page of a submission, may result in rejection of the entire proposal at the County's sole discretion. Failure to designate a portion of your submission as confidential means that you consent to that portion's release by the County if requested under the Public Records Act without further notice to you and that you will indemnify and hold harmless the County for release of such information.

The County of San Mateo does not represent or guarantee that any information submitted in response to this RFP will be kept confidential. If the County receives a request for any portion of a document submitted in response to this RFP that complies with the procedures in this Section, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal but will notify the party that marked the pages/information "CONFIDENTIAL." It is the responsibility of the person or entity submitting the proposal to assert any applicable privileges or reasons why the portion of the document so marked should not be produced. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retain the discretion to release or withhold disclosure of any information submitted in response to this RFP.

**Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a respondent's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.**

## **PART 11 – GENERAL CONDITIONS**

- 11.01** The RFP responses should be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the RFP response meets the County's requirements. To this end, each RFP response should be as specific, detailed, and complete as to clearly and fully demonstrate that the respondent has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The respondent and each of its members must verify the RFP response under oath.
- 11.02** The submission of a response to this RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of responses to this RFP or to procure or contract for any services. Costs for preparing responses to this RFP will be paid entirely by the respondents.
- 11.03** County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of responses to this RFP, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.
- 11.04** County retains the right to reject any and all responses to this RFP, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a respondent's qualifications as of proposal day. All decisions concerning respondent selection shall be made in County's best interests.
- 11.05** This RFP constitutes part of each proposal and includes the explanation of the County's needs, which must be met.
- 11.06** This RFP and all materials submitted in response to this RFP will become the property of the County.
- 11.07** Alteration of Terms and Clarifications. It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and respondent selected, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between said parties hereto, shall be binding.
- 11.08** If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the respondent shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications to the RFP will be made by addenda as outlined above.

- 11.09** Clarifications will be sent by email to all parties. Each respondent must provide the County with electronic contact information in response to this RFP.
- 11.10** If a respondent fails to notify the County of an error in the RFP prior to the date fixed for submission, the respondent shall submit a response at his/her own risk, and if the respondent enters into a contract, the respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 11.11** Should respondent realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFP process for other reasons, said respondent is invited to submit to the Project Executive a written request and explanation of respondent's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant respondent's request to correct its RFP submittal.
- 11.12** Contact with County/Jail Planning Unit Employees. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all respondents are specifically directed not to hold meetings, conferences, or technical discussions with any County or Jail Planning Unit employee (or their agents or representatives), for purposes of responding to this RFP except as otherwise permitted by this RFP. Any respondent found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

## **PART 12 – Negotiation of Contract**

Once a respondent is selected, the agreement with that firm must still be negotiated and submitted to the Sheriff and/or San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected firm unless and until the Board of Supervisors or its designee, as applicable, accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County management by way of an agreement does not constitute an offer, and respondents acknowledge by submission of a proposal that no agreement is final unless and until approved by the County Manager or the Board of Supervisors, as applicable. Should the selected firm not, in the County's determination, be prepared to negotiate in good faith; or should the selected firm not be able to meet the County's contractual terms and conditions which the County believes to be essential to a successful contract, the County reserves the right to terminate contract negotiations and begin contract negotiations with one or more than one of the remaining respondents.

## **PART 13 – PROJECT EXECUTIVE**

All written inquiries and requests for additional information pertaining to this RFP, any addendum, or any matter relating to the architect selection process, must, unless otherwise identified in an addendum, be directed to the following designated Project Executive:

Lieutenant Deborah Bazan  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center 3<sup>rd</sup> floor

Redwood City, CA 94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org

**SAN MATEO COUNTY SHERIFF'S OFFICE**

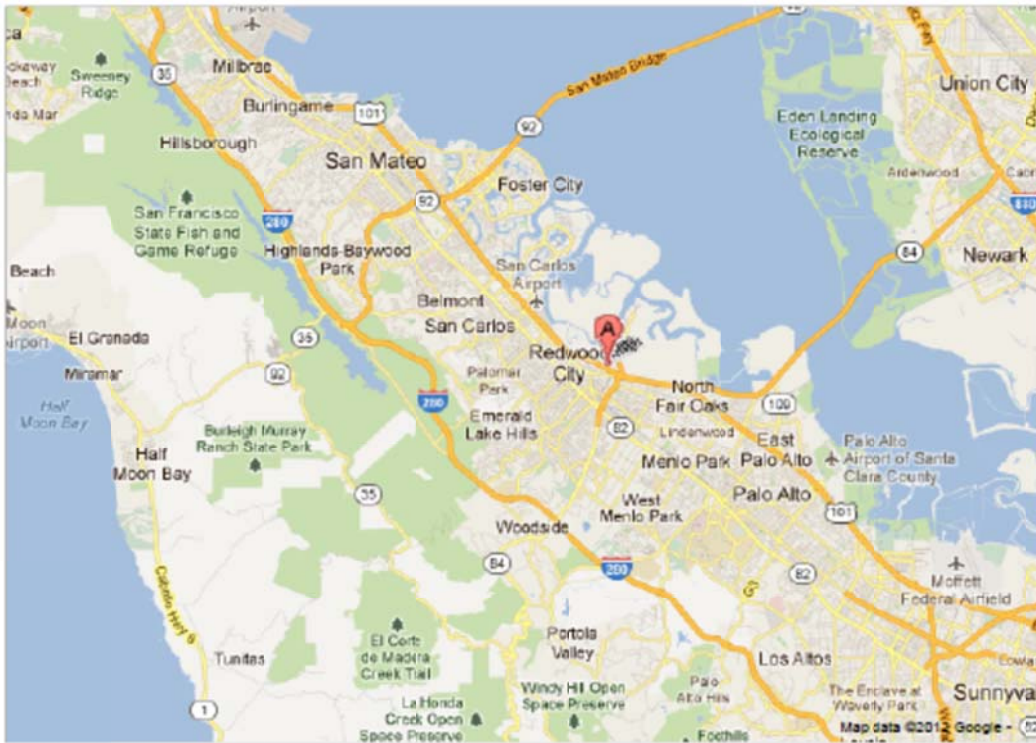
**Greg Munks, Sheriff**

**ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS**

Sheriff Issues Request for Proposals	March 30, 2012
Questions via email due Lieutenant Deborah Bazan @dbazan@smcgov.org by 5 P.M.	April 5, 2012
Responses to Questions posted on JPU webpage	April 12, 2012
RFP Responses Due: 2:30 P.M.	April 17, 2012

County reserves the right to modify this schedule at any time at its sole discretion.

Attachment A1



Attachment B1



**Exhibit B**  
**REQUEST FOR PROPOSAL PROCESS MATRIX**

1.	General description of RFP	The Sheriff's Office is seeking a firm or individual for Geotechnical Engineering Services related to the construction of the County's Replacement Correctional Facility
2.	List key evaluation criteria	Proposals were evaluated based on the following: <ol style="list-style-type: none"> <li>1. Completeness of response submission</li> <li>2. Personnel experience and qualifications</li> <li>3. Depth and quality of respondent's performance</li> <li>4. Successful track record of similar projects</li> <li>5. Competitive consulting fees.</li> </ol>
3.	Where advertised	San Francisco Examiner Posted on the Sheriff's Office web page
4.	In addition to advertisement, list others to whom the RFP announcement was sent.	Sent to all those enrolled to receive automatic notifications and announcements on the Sheriff's web page, Facebook, and Twitter
5.	Total number of RFP's sent to prospective proposers	None directly
6.	Number of proposals received	Seven
7.	Who evaluated the proposal	Lieutenant Deborah Bazan Project Manager Sam Lin Eugene Whitlock, County Counsel's Office Sgt. Dave Titus
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Cornerstone Earth Group, Inc. 1259 Oakmead Parkway Sunnyvale, CA 94085  Engeo, Incorporated 6399 San Ignacio Ave, Suite 150 San Jose, CA 95119  Fugro Consultants, Inc. 1000 Broadway, Suite 440 Oakland, CA 94607  Rutherford & Chekene 55 Second Street, Suite 600 San Francisco, CA 94105  Terra/CGI, a Joint Venture 350 Sansome Street, Suite 830 San Francisco, CA 94104

		<p>Treadwell &amp; Rollo, A Langan Company 4030 Moorpark Ave., Suite 210 San Jose, CA 95117</p> <p>Wallace Kuhl and Associates 3050 Industrial Boulevard West Sacramento, CA 95691</p>
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