



**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT
FOSTER CITY COUNCIL CHAMBERS
620 FOSTER CITY BOULEVARD
FOSTER CITY, CALIFORNIA**

AMENDED

AGENDA

Monday, April 16, 2018 6:30 PM

REGULAR MEETING AS CITY COUNCIL/EMID BOARD OF DIRECTORS

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**

Councilmembers/ex officio EMID Directors Charlie Bronitsky, Catherine Mahanpour, Herb Perez, Gary Pollard, and Mayor/President Sam Hindi

4. SPECIAL PRESENTATIONS

- 4.1.** A Proclamation Declaring the Week of April 15-21, 2018 as "National Volunteer Week"
- 4.2.** A Proclamation Recognizing the Week of April 22-28, 2018 as "Mosquito Awareness Week"
- 4.3.** Presentation by Get Us Moving San Mateo County Regarding a 2018 Transportation Sales Tax

5. PUBLIC

FCCM 2.08.240 Addressing the Council. "...Each person desiring to address the Council shall step up to the public rostrum after being recognized to speak by the presiding officer, shall state his/her name and address for the record, state the subject he/she wishes to discuss, state who he/she is representing if he/she represents an organization or other persons and, unless further time is granted by majority vote of the Council, shall limit his/her remarks to three minutes. The City Council may vary the time limit for any speaker, if it deems this necessary."

6. CITY/EMID CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine by the City Council/EMID Board of Directors and will be enacted by one motion unless removed by a member of the Council/Board, staff, or public. There will be no separate discussion on these items unless a citizen or a Council/Board member so requests. If discussion is required, that item will be removed from the Consent Calendar and will be considered separately after approval of the remaining items on the Consent Calendar. Vote may be by roll call.

6.1. City/EMID Minutes

6.1.1. City/EMID Special Meeting of March 26, 2018

6.1.2. City/EMID Regular Meeting of April 2, 2018

6.2. City/EMID Resolutions for Adoption (First City Resolution Number to be used tonight is 2018-24 and EMID Resolution Number to be used tonight is 3410)

6.2.1. a) A Resolution of the City Council of the City of Foster City Amending the Agreement Between the Cities of Foster City/Estero Municipal Improvement District (EMID), San Mateo, and the Belmont Fire Protection District Establishing the San Mateo Consolidated Fire Department, a Joint Powers Authority (JPA) to Reflect that the JPA Has Sovereign Powers, that the Board Is Comprised Exclusively of Elected Officials and Adding Pension Integrity Language; **and**

- b)** A Resolution of the Board of Directors of the Estero Municipal Improvement District Amending the Agreement Between the Cities of Foster City/Estero Municipal Improvement District (EMID), San Mateo, and the Belmont Fire Protection District Establishing the San Mateo Consolidated Fire Department, a Joint Powers Authority (JPA) to Reflect that the JPA Has Sovereign Powers, that the Board is Comprised Exclusively of Elected Officials and Adding Pension Integrity Language
- c) Staff Report
- d) Adopt Resolutions

- 6.2.2.** A Resolution of the City Council of the City of Foster City Acknowledging the Inclusion of the Street Rehabilitation – One Bay Area Grant 2 (2018-2019) Project in the Proposed FY 2018-2019 Capital Improvement Program
 - a) Staff Report
 - b) Adopt Resolution

6.3. City/EMID Other

- 6.3.1.** By Minute Order, Receive and Accept Update on Economic Development Strategic Plan
 - a) Staff Report

7. NEW BUSINESS

- 7.1.** Consideration of Establishing a Long Term Strategic Planning Subcommittee
 - a) Staff Report
 - b) Action - By Minute Order, Provide Policy Direction

8. RESOLUTIONS FOR ADOPTION

- 8.1.** A Resolution of the City Council of the City of Foster City Authorizing an Agreement with Burks Toma Architects in the Amount Not to Exceed \$296,927 for Conceptual Design Services for the Recreation Center Master Plan Project (CIP 301-678)
 - a) Staff Report
 - b) Action

- 8.2. A Resolution of the City Council of the City of Foster City Approving the Nominees for Induction into the Foster City Community Wall of Fame
 - a) Staff Report
 - b) Action

- 8.3. A Resolution of the City Council of the City of Foster City Approving a One-Time Donation in the Amount of \$5,000 to the Citizens for a San Mateo County Gun Buyback to Support a Gun Buyback Event in San Mateo County
 - a) Staff Report
 - b) Action

9. COMMUNICATIONS

- 9.1. City/District Warrant of Demands were Processed and Issued on March 28, 2018, April 4, 2018, and April 9, 2018
 - a) Information Item Only
 - b) No Action Required

10. CITY/DISTRICT MANAGER REPORTS, COUNCIL/BOARD STATEMENTS AND REQUESTS, AND COUNCIL LIAISON REPORTS

City/District Manager and Council/EMID Board Members report on their various assignments and liaison roles and Council/EMID Board requests for scheduling future items.

11. CLOSED SESSION

- 11.1. Conference with Legal Counsel - Anticipated Litigation Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9: Two Cases

12. ADJOURNMENT

The public is invited to attend.

Any attendee wishing special accommodations at the meeting should contact the City Clerk's Department at (650) 286-3250 at least 48 hours in advance of the meeting.

Any writings or documents provided to a majority of the City Council or EMID Board regarding any item on this agenda after the agenda packet was distributed will be made available for public inspection in the City Clerk Department at City Hall located at 610 Foster City Boulevard during normal business hours and at the meeting.

City Council meetings on FCTV on Comcast Channel 27 and AT&T Channel 99:

LIVE every 1st and 3rd Monday of the month

REPLAY next day at 1:00 pm (that week only)

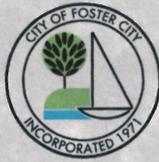
REPLAY Saturday at 5:00 pm (only on Saturday the week the actual meeting occurs)

City Council meetings on www.fostercity.tv:

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*Proclamation
of the City of Foster City, California*

***"National Volunteer Week"
April 15-21, 2018***

WHEREAS, in 1974 the President of the United States signed an executive order establishing an annual celebration of volunteering;

WHEREAS, the City of Foster City fully support the benefit of engaging committed members of the public in service to our City; and

WHEREAS, critical incidents can occur at any time that require resources beyond those that are immediately available and Reserve Police Officers, Emergency Service Volunteers, and Police Explorers are ready to support first responders; and

WHEREAS, these volunteers within the City of Foster City have donated hundreds of hours of service during the past year to our Department and community, including staffing events; and

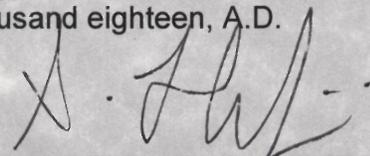
WHEREAS, their spirit of volunteerism continues to contribute to our engaged, motivated and vibrant community; and

WHEREAS, we hope the work of these dedicated men and women inspires others to seek ways in which to serve their communities.

WHEREAS, each City of Foster City volunteer has exhibited compassion, dedication, and professionalism during the performance of her/his duties in the past year.

NOW, THEREFORE, I, SAM HINDI, MAYOR OF THE CITY OF FOSTER CITY, ON BEHALF OF THE CITY COUNCIL, do hereby recognize and proclaim April 15-21, 2018 as "**National Volunteer Week**" and specifically recognize our Reserve Police Officers, Emergency Service Volunteers, and Police Explorers for their service to the citizens of Foster City and encourage other community members to engage in volunteerism as well.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Foster City to be affixed this sixteenth day of April, two thousand eighteen, A.D.



SAM HINDI, MAYOR





*Proclamation
of the
City of Foster City, California*

**Recognizing “Mosquito Awareness Week”
April 22-28, 2018**

WHEREAS, mosquito- and vector-borne diseases continue to cause illness and death in California, including 536 illnesses and 41 deaths from West Nile virus in 2017; and

WHEREAS, the continued spread of invasive *Aedes* mosquitoes poses a significant threat to public health due to the potential of these mosquitoes to transmit diseases such as Zika, dengue, and chikungunya viruses; and

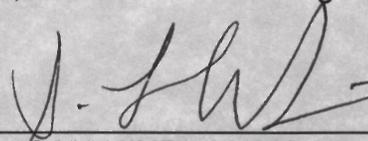
WHEREAS, the San Mateo County Mosquito and Vector Control District’s program is a science-based program of integrated vector management (IVM) aimed at reducing disease vectors and the diseases they transmit; and

WHEREAS, education and awareness are critical to effective mosquito and vector control in San Mateo County and throughout California.

NOW, THEREFORE, I, SAM HINDI, MAYOR OF THE CITY OF FOSTER CITY, ON BEHALF OF THE CITY COUNCIL, do hereby declare that the week of April 22nd through 28th, 2018 be recognized as “**Mosquito Awareness Week.**”



IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Foster City to be affixed this 16th day of April, two thousand and eighteen, A.D.



SAM HINDI, MAYOR

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

SPECIAL MEETING OF MARCH 26, 2018

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The duly called and noticed special meeting of the City Council of the City of Foster City (City), sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID) of March 26, 2018 was called to order at 6:33 p.m. in Council Chambers, 620 Foster City Boulevard, Foster City, San Mateo County, California, by Mayor/President Sam Hindi.

Councilmember/Director Perez teleconferenced from Mate Hotel Seoul, 72, Gomdallae-ro, Gangseo-gu,07775 Seoul, South Korea: Telephone Number: (650) 468-3143

ROLL CALL

The Communications Director/City Clerk/District Secretary called the roll:

PRESENT: Councilmembers/ex officio EMID Directors Charlie Bronitsky, Catherine Mahanpour, Herb Perez, Gary Pollard and Mayor/President Sam Hindi.

ABSENT: None.

STAFF PRESENT: Kevin M. Miller, City/District Manager; Jean B. Savaree, City Attorney/District Legal Counsel; Dante Hall, Assistant City Manager; Joe Pierucci, Police Chief; John Healy, Fire Chief; Curtis Banks, Community Development Director; Jennifer Liu, Parks and Recreation Director; Edmund Suen, Finance Director; Ann Ritzma, Human Resources Director; Rob Lasky, IT Manager; Norm Dorais, Public Works Maintenance Manager; Yelena Cappello, Deputy City Clerk; Karen Li, Senior Accountant; Emer Shum, Accountant I; Jenelle Masterson, Emergency Preparedness Coordinator; Shuli Chen, Video Technician and Priscilla Tam, Communications Director/City Clerk/District Secretary/Recording Secretary.

STUDY SESSION

Mayor/President Hindi recessed the meeting into Study Session for the following:

1. Policy Direction Regarding Preparation of Budget and Five-Year Financial Plan
2. Capital Improvement Funds

- a. Five-Year Capital Improvement Program - FY 2018-2019 to FY 2022-2023
 - b. Long-Term Capital Improvement Project Funding - City Capital Investment Fund - FY 2018-2019 to FY 2027-2028
 - c. Long-Term Capital Improvement Project Funding - Water and Wastewater Enterprise Funds - FY 2018-2019 to FY 2027-2028
3. Enterprise Funds
- a. Review of Projected Water Rates for FY 2018-2019; Policy Direction for Rate Notification Under Proposition 218
 - b. Review of Projected Wastewater Rates for FY 2018-2019 to FY 2022-23; Policy Direction for Rate Notification Under Proposition 218
4. Internal Service Funds
- a. Internal Service Summary and Fund Balance Analysis
 - b. Vehicle Replacement Fund
 - c. Equipment Replacement Fund
 - d. Self-Insurance Fund
 - e. Information Technology Fund
 - f. Building Maintenance Fund
 - g. Compensated Absences
 - h. Longevity Recognition Benefits Plan and Public Employees' Medical and Hospital Care Act (PEMHCA) Benefits Plan Internal Service Funds
5. Special Budget Reports
- a. Pension Liability
 - b. Transient Occupancy Ballot Measure for November 2018 and Reduction of Credit Card Fees
 - c. Potential Disaster Impacts to the General Fund Reserve

Without objection from the City Council/EMID Board, Mayor/President Hindi took “Transient Occupancy Ballot Measure for November 2018 and Reduction of Credit Card Fees” out of agenda order.

Solomon Tsai, Managing Director of Crowne Plaza Foster City, addressed the City Council against the transient occupancy ballot measure for November 2018.

By Consensus of the City Council/EMID Board of Directors, and carried unanimously, 5-0-0, to adopt Minute Order No. 1539, providing policy direction to:

- 1. Maintain the current policy on the General Fund Reserve target range of 33-1/3% to 50% of the budgeted annual General Fund operating expenditures;
- 2. Proceed to include the proposed Five-Year Capital Improvement Program – FY 2018-2019 to FY 2022-2023 in the FY 2018-2019 budget as presented;
- 3. Proceed to include the proposed Long-Term Capital Improvement Project (CIP) Funding program for the City’s Capital Investment Fund as presented, including a General Fund transfer of \$3.5 million to the City’s Capital Investment Fund in FY 2018-2019;
- 4. Proceed with plans to redirect the cost for processing credit card payments for utilities, Community Development Department permits and fees, business licenses, Parks and Recreation fees and rentals to the cardholder through a third party vendor. Proceed with budgeting for a transient occupancy tax at 12% as a ballot measure to be considered for the November 2018 election; if measure is passed, tax rate is to

be adjusted to 11% beginning January 2019 for a duration of six months, and 12% beginning on July 1, 2019;

5. Proceed to include the Long-Term Capital Improvement Project (CIP) Funding program for the District's Water and Wastewater Enterprise Funds as presented. Proceed with the preparation of a resolution to authorize a loan from the General Fund's reserve to the Wastewater Enterprise Capital Projects Fund for temporary funding of the Wastewater Treatment Plant project in the amount up to \$14,862,371 with interest charged at the LAIF rate. This loan shall be repaid in full in the Fall/Winter of 2018 when permanent financing (issuance of revenue bonds) is effectuated for the project;
6. Proceed with the water rate adoption that reflect increases of 8.1% for fixed charges and 8% for variable charges for residential, irrigation and fire line customers. Proceed with distribution of Proposition 218 notice based on the Board of Directors' direction regarding water rates;
7. Proceed with the adoption of a rolling 5-year wastewater rate increase schedule of 14.25% per year from FY 2018-2019 to FY 2022-2023. Proceed with distribution of Proposition 218 notice based on the Board of Directors' direction regarding wastewater rates;
8. Continue the City Council/EMID Board of Directors policy on reserve levels and funding methodologies for Internal Service Funds. Proceed with the preparation of a resolution to reallocate available unassigned fund balances from the Vehicle Replacement Fund to the Information Technology and Compensated Absences Funds in the amounts of \$30,377 and \$110,290 respectively, and from the Equipment Replacement Fund to the Building Maintenance Fund in the amount of \$223,015 to meet each Fund's respective targeted reserve levels;
9. Proceed with preparing the Vehicle Replacement Fund budget based on the recommendations and allocations contained in the staff report;
10. Proceed with preparing the Equipment Replacement Fund budget based on the recommendations and allocations contained in the staff report;
11. Prepare the Self Insurance Fund budget based on the recommendations and allocations contained in this report;
12. Proceed with preparing the Information Technology Fund budget based on the recommendations and allocations contained in the staff report;
13. Proceed with preparing the Building Maintenance Fund budget based on the recommendations and allocations contained in this report;
14. Proceed with preparing the Compensated Absences Fund based on the recommendations and allocations contained in the staff report;
15. Proceed with preparing the Longevity Recognition Benefits Plan and Public Employees' Medical and Hospital Care Act (PEMHCA) Benefits Plan based on the recommendations and allocations contained in the staff report;
16. Proceed with budgeting for a partial payment of the City's pension liability with CalPERS in the amount of \$2,069,351 using FY 2016 - 2017 General Fund operating surplus, but hold off the payment until more information regarding the sustainability of the CalPERS system is obtained and provided to the City Council for consideration; and
17. Proceed to maintain significant General Fund reserves to provide for life safety and resumption of critical services in the event of a disaster.

Meeting recessed into study session at 6:33 p.m. and reconvened at 8:15 p.m.

SESSION

Mayor/President Hindi recessed the meeting into Closed Session Conference with Legal Counsel - Anticipated Litigation (Government Code §54956.9(b)): One Potential Case.

Meeting recessed into Closed Session at 8:15 p.m. and reconvened at 8:50 p.m.

Mayor/President Hindi reported that no action was taken in Closed Session.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Hindi adjourned the meeting. Meeting adjourned at 8:50 p.m.

**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

REGULAR MEETING OF APRIL 2, 2018

MINUTES

CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS

The Regular Meeting of April 2, 2018 of the City Council of the City of Foster City, sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID), was called to order at 6:30 p.m. in the Council Chambers, 620 Foster City Boulevard, Foster City, San Mateo County, California, by Mayor/President Sam Hindi.

ROLL CALL

The Communications Director/City Clerk/District Secretary called the roll:

PRESENT: Councilmembers/ex officio Directors Charlie Bronitsky, Catherine Mahanpour, Herb Perez, Gary Pollard and Mayor/President Sam Hindi.

ABSENT: None.

STAFF PRESENT: Kevin M. Miller, City/District Manager; Kai Savaree, Deputy City Attorney/ Deputy District Legal Counsel; Dante Hall, Assistant City Manager; Jeff Moneda, Public Works Director/District Engineer; Curtis Banks, Community Development Director; Ann Ritzma, Human Resources Director; Jennifer Liu, Parks and Recreation Director; Edmund Suen, Finance Director; Joe Pierucci, Police Chief; Yelena Cappello, Deputy City Clerk; Shuli Chen, Video Technician; and Priscilla Tam, Communications Director/City Clerk/District Secretary/Recording Secretary.

SPECIAL PRESENTATIONS

PROCLAMATION HONORING DR. ALBERT LANDUCCI ON HIS ACHIEVEMENT IN PHILANTHROPY.

Mayor/President Hindi presented the proclamation to Dr. Albert Landucci honoring him for his achievement in philanthropy.

PROCLAMATION DECLARING THE WEEK OF APRIL 8-14, 2018 AS "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK."

Mayor/President Hindi presented the proclamation declaring the week of April 8-14, 2018 as "National Public Safety Telecommunicators Week" to Dispatch Supervisor Julie Robertson.

CONSENT CALENDAR

Motion by Councilmember/Director Perez, seconded by Vice Mayor/Vice President Bronitsky, and carried unanimously, 5-0-0, approving the following items on the City/District Consent Calendar:

City/EMID Consent Calendar

1. City/EMID and Planning Commission Joint Special Meeting of March 12, 2018;
2. City Ordinance No. 614, "An Ordinance of the City of Foster City Amending Title 17, Zoning, of the Foster City Municipal Code by Adding Chapter 17.61, Commercial Wireless Communications Facilities, to Establish Procedures and Standards for Review and Approval of Commercial Wireless Telecommunications Facilities and to Ensure Compliance with Federal and State Law – RZ2018-0001 (First Reading March 19, 2018);" and
3. EMID Resolution No. 3409, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving the Plans and Specifications and Authorizing the Call for Bids for the Sewer System Rehabilitation Project (CIP 455-611)."

ITEM REMOVED FROM THE CONSENT CALENDAR

PLANS AND SPECIFICATIONS AND AUTHORIZATION TO CALL FOR BIDS FOR THE BICYCLE AND PEDESTRIAN IMPROVEMENTS ALONG EAST HILLSDALE BOULEVARD AND BEACH PARK BOULEVARD PROJECT (CIP 301-671). CITY RESOLUTION NO. 2018-22.

Mayor Hindi removed this item from the Consent Calendar at the request of Councilmember Bronitsky.

Discussion ensued.

Motion by Councilmember Perez, seconded by Councilmember Bronitsky, and carried unanimously, 5-0-0, adopting City Resolution No. 2018-22, "A Resolution of the City Council of the City of Foster City Approving the Plans and Specifications and Authorization to Call for Bids for the Bicycle and Pedestrian Improvements Along East Hillsdale Boulevard and Beach Park Boulevard Project (CIP 301-671)."

RESOLUTION FOR ADOPTION

PLANS AND SPECIFICATIONS AND AUTHORIZING THE CALL FOR BIDS FOR SOCCER FIELDS S1, S2, AND BASEBALL FIELD B1 SYNTHETIC TURF INSTALLATION AT SEA CLOUD PARK (CIP 301-659). CITY RESOLUTION NO. 2018-23.

Parks and Recreation Director Jennifer Liu presented the staff report.

Discussion ensued.

Motion by Councilmember Perez, seconded by Councilmember Bronitsky, and carried unanimously, 5-0-0, adopting City Resolution No. 2018-23, "A Resolution of the City Council of the City of Foster City Approving the Plans and Specifications and Authorizing the Call for Bids for Soccer Fields S1, S2, and Baseball Field B1 Synthetic Turf Installation at Sea Cloud Park (CIP 301-659)."

COMMUNICATIONS

CITY/DISTRICT WARRANT OF DEMANDS. NO ACTION TAKEN.

The City/District Warrant of Demands were processed and issued on March 14, 2018, March 15, 2018, March 21, 2018, and March 26, 2018 were listed on the agenda for information purposes only. No action was taken.

COUNCIL/BOARD STATEMENTS AND REQUESTS, COUNCIL LIAISON REPORTS, AND CITY/DISTRICT MANAGER REPORTS

City/District Manager Miller stated the Foster City Police Department has developed an outreach campaign on the Smoking Ordinance, which is a comprehensive plan focusing on education and enforcement. He stated the City Council should focus on Measure P for the June election. However, staff will continue to monitor Proposition 68: Parks, Environment, and Water Bond, Proposition 69: Transportation Taxes and Fees Lockbox and Appropriations Limit Exemption Amendment, and Senate Bill 1: Transportation Funding.

Councilmember/Director Bronitsky stated he attended and spoke at the Avenidas' 9th Annual Housing Conference on March 31, and noted that housing affordability affects seniors.

Councilmember/Director Mahanpour attended the Recreation Center Master Plan Subcommittee Meeting on March 22 to discuss proposals for the Recreation Center design. She stated she attended the Peninsula Clean Energy (PCE) meeting on behalf of Vice Mayor Pollard on March 22. She mentioned there are openings on the Peninsula Clean Energy (PCE), Citizens Advisory Committee as well as an opening for a Chief Financial Officer. She stated Foster City is maintaining the 5% discount on PG&E rates.

She also attended Sustainable San Mateo County Awards with Vice Mayor Pollard on March 29 where Peninsula Clean Energy (PCE) received the 2018 Sustainability Award. On March 23, she along with Mayor Hindi participated in welcoming the Army's adopted 101st Airborne Unit to Foster City. She stated she attended the Airport Land Use Subcommittee meeting with Councilmember Bronitsky on March 26. She hoped everyone enjoyed their weekend of festivities.

Councilmember/Director Perez stated the Easter Egg Hunt on April 1 was a successful and well-attended event. He mentioned there were great sponsors and they received great feedback. He urged the public to participate in the June and November 2018 elections, and encouraged people to run for elected office.

Vice Mayor/Vice President Pollard attended Off the Grid on March 28 and stated there were great vendors. He encouraged the public to come out and enjoy Off the Grid this coming Wednesday.

Mayor/President Hindi thanked Councilmember Perez and his business for sponsoring great events in Foster City. On March 22, he attended the Home for All meeting with Assistant City Manager Dante Hall and Community Development Director Curtis Banks. On March 23, he and Councilmember Mahanpour in conjunction with the Police Department and Lions Club welcomed the Army's adopted 101st Airborne Unit to Foster City. He also attended the Eagle Visit banquet on March 24 where the Commander presented him and the City the colors of the 101st Airborne Unit, 1st Brigade Combat Team in a commemorative plaque. He also attended the ribbon cutting ceremony for Extreme Bollywood on March 24 and the Starbird Chicken grand opening on March 26.

ADJOURNMENT

Hearing no objection from the City Council/EMID Board, Mayor/President Hindi adjourned the meeting. Meeting adjourned at 7:37 p.m.



DATE: April 16, 2018

TO: Mayor and Members of the City Council
President and Members of the Estero Municipal Improvement District
(EMID) Board of Directors

VIA: Kevin M. Miller, City/District Manager

FROM: John Healy, Fire Chief

SUBJECT: FIRE SERVICES JOINT POWERS AUTHORITY (JPA) AGREEMENT
AMENDMENT

RECOMMENDATION

It is recommended that the City Council/Estero Municipal Improvement District (EMID) Board of Directors adopt resolutions amending the Joint Powers Authority agreement (JPA Agreement) between the cities of Foster City/Estero Municipal Improvement District, San Mateo, and the Belmont Fire Protection District establishing the San Mateo Consolidated Fire Department (SMC) to reflect that the JPA has sovereign powers (Section 5, Powers and Obligations of Department, Subsection 5.1, General Powers), that the Board is comprised exclusively of elected officials (Section 6, Board of Directors, Subsection 6.2, Qualifications), and adding “Pension Integrity” language as shown in the JPA Agreement at Section 12.

BACKGROUND

On November 6, 2017, the City Council adopted a resolution authorizing the City Manager to execute the JPA agreement establishing the SMC.

The JPA Agreement, Section 8, Operations and Facilities, Subsection 8.5, Limitations on Activities Prior to Commencement Date, provides:

The Department will not begin providing Fire and Emergency Medical Services or other operational services before the Commencement Date. Except as may be

mutually agreed upon by the governing boards of the Member Agencies, the Department may not incur any debt before the Commencement Date.

The Commencement Date is defined in Section 2, Definitions, Subsection 2.10. It provides:

“Commencement Date” means the date upon which all Member Agencies have voted to commence operations of the Department. Prior to the Member Agencies voting to commence operations, the Department shall have: successfully negotiated pension and health care contracts for its employees, obtained workers’ compensation and liability insurance in amounts approved by the Board, agreed with the Member Agencies upon the terms and conditions pursuant to which the Department will occupy and use the Joint Facilities, agreed with the Member Agencies upon the transfer of Fire Equipment, agreed with the Member Agencies upon the responsibility for any legacy costs and on-going obligations, and determined the terms and conditions pursuant to which the Department shall employ Department personnel.

SMC pension and health care contracts were to be entered into with the California Public Employees Retirement System (CalPERS). Because the CalPERS process is known to be lengthy, staff began discussions fourteen (14) months ago with CalPERS staff regarding these contracts.

At CalPERS’ request, in January 2018, staff submitted the JPA Agreement and supporting documents to CalPERS’ Pension Contract Division for review. CalPERS staff reviewed the documentation and advised that in order to determine SMC’s eligibility to enter into a contract with CalPERS, the CalPERS staff would review and apply the criteria outlined by the IRS in Circular Letter 200-022-13 (Attachment 4).

The IRS factors examined by CalPERS staff for this analysis are the following:

- The entity’s governing board or body is controlled by a State or political subdivision thereof;
- The members of the governing board or body are publicly nominated and elected;
- A State (or political subdivision thereof) has fiscal responsibility for the general debts and other liabilities of the entity (including funding responsibility for the employee benefits under the entity’s plan);
- The entity’s employees are treated in the same manner as employees of the State (or political subdivision thereof) for purposes other than providing employee benefits (for example, the entity’s employees are granted civil service protection); and
- In the case of an entity that is not a political subdivision, the entity is delegated,

pursuant to a statute of a State or political subdivision, the authority to exercise sovereign powers of the State or political subdivision (such as, the power of taxation, the power of eminent domain, and the police power).

Other factors include whether:

- The entity's operations are controlled by a State (or political subdivision thereof);
- The entity is directly funded through tax revenues or other public sources. However, this factor is not satisfied if an entity that is not otherwise an agency or instrumentality is paid from public funds under a contract to provide a governmental service or is funded through grants by the State or Federal government;
- The entity is created by a State government or political subdivision of a State pursuant to a specific enabling statute that prescribes the purposes, powers, and manners in which the entity is to be established and operated. However, a nonprofit corporation that is incorporated under a State's general corporation law is not created under a specific enabling statute;
- The entity is treated as a governmental entity for Federal employment tax or income tax purposes (such as, the authority to issue tax-exempt bonds under section 103(a)) or under other Federal laws;
- The entity is determined to be an agency or instrumentality of a State (or political subdivision thereof) for purposes of State laws. For example, the entity is subject to open meetings laws or the requirement to maintain public records that apply only to governmental entities, or the State attorney general represents the entity in court under a state statute that only permits representation of State entities;
- The entity is determined to be an agency or instrumentality of a State (or political subdivision thereof) by a State or Federal court;
- A State (or political subdivision thereof) has the ownership interest in the entity and no private interests are involved; and
- The entity serves a governmental purpose.

Upon completion of its review, CalPERS staff verbally advised that it had determined that, as a JPA, the SMC did not meet one of the factors i.e., "A State (or political subdivision thereof) has fiscal responsibility for the general debts and other liabilities of the entity (including funding responsibility for the employee benefits under the entity's plan.>"). As a result of this initial determination, CalPERS staff indicated that it would only recommend to the PERS Board that a pension contract be authorized for SMC if the JPA Agreement was amended to include language which would obligate each Member Agency to be jointly and severally liable for all debts of the San Mateo Consolidated Fire Department (SMC). The language proposed by CalPERS reads:

Joint And Several Liability of Members For All Debts And Obligations of Newly-Constituted Authority

The Members of San Mateo, Foster City, and Belmont each hereby agrees that, from the Effective Date forward, each individually shall be jointly and severally liable for all of the newly-constituted Authority's debts, liabilities and obligations of any kind or nature, including but not limited to liability for all CalPERS Benefit Plans/Programs in the same proportions as called for in Paragraph 13.2, Allocation of Expenses. However, liability of San Mateo, Foster City, and Belmont for their respective CalPERS Plans/Programs existing prior to the Effective Date, including any adjustments that CalPERS may make after the Effective Date to the amount of a Member's unfunded liability for such pre-existing Plans/Programs, shall remain with the individual Members and shall not transfer to the newly constituted Authority nor be subject to said joint and several liability provision.

Staff and the Member Agencies' attorneys reviewed the language proposed by CalPERS staff and expressed concern to them about the unacceptable level of risk it would create for each Member Agency. Several conference calls were conducted with CalPERS staff and legal counsel in an attempt to identify language that would:

- a) provide a guaranteed pension payment for CalPERS; and
- b) not bind each Member Agency to non-pension liabilities of other member agencies.

During the calls, SMC staff and the Member Agencies' attorneys advised CalPERS that the language proposed by CalPERS was not something they could recommend to the SMC Board because it would create an unacceptable level of risk for the individual Member Agencies, potentially result in Member Agencies exceeding their debt limitation, and raise serious issues regarding the gift of public funds. In response, CalPERS staff indicated that this language was being required of all new JPA's because of a concern that JPA's could be terminated and the Member Agencies could, thereby, relieve themselves of any outstanding debt to CalPERS. CalPERS staff referenced a recent example of a JPA in Southern California recently dissolving and the member agencies refusing to honor their obligations to CalPERS.

SMC staff and the Member Agencies' attorneys pointed out to CalPERS that the JPA Agreement, as currently drafted, provides that dissolution of SMC cannot occur until all debts and obligations of SMC have been paid in full (Section 4, Term). CalPERS staff indicated that this language did not offer CalPERS the level of protection it would need to enter into a contract with SMC.

On March 21, 2018, CalPERS staff issued its determination finding that SMC is not eligible to contract with CalPERS because, as a JPA, SMC does not meet two (2) conditions of IRS-IRC 414 (i.e., the sovereign powers and fiscal responsibility factors). As a result, CalPERS Membership and Contract staff will recommend against CalPERS

entering into a contract with SMC.

ANALYSIS

Because of CalPERS' experience with the one defaulting Joint Powers Authority (JPA) in Southern California and fears that other JPAs might follow that example, CalPERS staff will not recommend approval of a contract for SMC unless the JPA Agreement contains language obligating each Member Agency to be jointly and severally liable for all of SMC's debts. This language is quoted under the Background section (on page 3) of this staff report. To date, no other JPA had agreed to this language. The CalPERS staff noted that several JPAs started the application process with CalPERS, but decided not to proceed or failed to appeal CalPERS' denial of their application. Staff is aware that CalPERS has demanded the same language from the Cities of Larkspur and Corte Madera for a JPA they are currently forming. Larkspur and Corte Madera have rejected this language and are now in the process of determining how they plan to proceed.

This issue of joint and several liability was also discussed at the November 2017 CalPERS Board meeting. CalPERS' Finance and Administration Committee heard a report on the reduction of pension benefits for retirees who worked for the defaulting Southern California JPA. Although the Board took no formal action at that meeting to mandate joint and several liability language for JPAs, the CalPERS staff was asked to provide information at the next Committee meeting in May 2018 regarding all 136 CalPERS JPAs. Staff was directed to identify any that are at risk of default or lack sufficient contract language to guarantee future payments.

During discussions with CalPERS, its staff also indicated that interest has been expressed by employee/retiree groups to seek legislation that would mandate "joint and several" language for all new JPAs and retroactively apply this requirement to existing JPAs to ensure that employees would not be in a position of having pensions reduced due to a default by a JPA employer. The League of California Cities, Legislative Representative, Dane Hutchings has identified AB 1912 as the spot bill for this legislation. The "joint and several" legislation is sponsored by Assembly member Freddie Rodriguez, Chair of the Public Employees, Retirement, and Social Security Committee and supported by SEIU. It is anticipated to move through committee quickly and then to the Assembly in April. The League of California Cities is actively working to oppose this legislation and will continue to seek amendments that are more aligned with the "Pension Integrity" language proposed to CalPERS by the SMC staff. This language is shown on page 6 of this staff report. SMC staff proposed this language because it should meet CalPERS' needs and it will protect cities that enter or are currently in a JPA with CalPERS contracts from the unacceptable level of risk created by CalPERS' proposed joint and several liability language.

Throughout discussions with CalPERS staff, the Member Agencies' attorneys have asserted that the JPA is a government entity as defined in PERL Government Code Section 7522.04(i)(2) and therefore meets the condition of IRC 414 that requires that an entity be "A State (or political subdivision thereof) 'that' has fiscal responsibility for the general debits and other liabilities of the entity (including funding responsibility for the employee benefits under the entity's plan":

PERL - Government Code Section 7522.04(i)(2) defines "public employer" to include a "joint powers authority" and a "joint powers agency." Gov't Code Section 7522.04(i)(2). Although defining "public employer," this same section by its terms specifies that a JPA is a "political subdivision of the state, or agency or instrumentality of the state or subdivision of the state" with the language "including, but not limited to ... a joint powers authority, joint powers agency, ... "

(i) "Public employer" means:

(1) The state and every state entity, including, but not limited to, the Legislature, the judicial branch, including judicial officers, and the California State University.

(2) Any political subdivision of the state, or agency or instrumentality of the state or subdivision of the state, including, but not limited to, a city, county, city and county, a charter city, a charter county, school district, community college district, joint powers authority, joint powers agency, and any public agency, authority, board, commission, or district.

The Member Agencies' attorneys still believe this to be the case, but as noted above, the CalPERS staff disagrees and has now indicated that it will not recommend that CalPERS enter into a pension contract with SMC. Given CalPERS' demands, the Fire Chief, the Member Agencies' attorneys, and the three City Managers met to discuss the status of the CALPERS process. After reviewing the proposed CalPERS language, the City Managers agreed that it was not something they could recommend to the SMC Board.

On March 21, 2018, staff met with SMC's Board to review this dispute with CalPERS and to request that the Board recommend to the Member Agencies that the JPA be amended to add language to the Agreement which Staff believes address CalPERS' concerns and that the CalPERS determination of ineligibility then be appealed. After receiving the report and deliberating, the Board, by a vote of 3-0, recommended to the Member Agencies that the Agreement now be amended to add Section 12, Pension Integrity, to read as follows:

12.1 Each Member Agency hereby declares its intent to fund its share of the Department's employee pension obligations now and in the future, and to

continue to honor its responsibility for its share of those pension obligations (subject to the cost allocation in Section 14.2) should the Member Agency terminate its membership in the Department or the Department terminates.

12.2 To fulfill the intent expressed in Section 12.1, each Member Agency agrees:

(a) It is responsible for the pension obligations for its employees incurred while employed by the Member Agency and before becoming an employee of the Department;

(b) If the Department contracts with CalPERS for retirement benefits, to be responsible for its proportionate share, in accordance with the allocation in Section 14.2, of the Department's CalPERS liabilities incurred during the Member Agency's membership in the Department;

(c) To execute an agreement with CalPERS, which may include an agreement in accordance with Government Code Section 20573, to assume the Member Agency's proportionate share of CalPERS liability as expressed in (b)(2) should the Member Agency terminate its membership or the Department terminates.

12.3 If requested to do so by CalPERS, the original Member Agencies agree to execute the agreement in 12.2(c) concurrent with CalPERS executing an agreement with the Department for retirement benefits.

In addition to the amendment of Section 12 which adds "Pension Integrity," staff also recommends that Sections 5.1 and 6.2 be amended as follows:

5.1 General Powers. As authorized by California law, including California Government Code Sections 6502, the Department shall have the power in its own name to exercise any and all common powers of its Member Agencies, including common sovereign powers, reasonably related to the purposes of the Department, including, but not limited to, the powers to:

(a) Seek, receive, and administer funding from any available public or private source, including grants or loans under any available Federal, State and local programs for assistance in achieving the purposes of the Department;

(b) Incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Mello-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any

other legal authority common to the Member Agencies and such other evidences of indebtedness, subject to the limitations herein

6.2 Qualifications. the Board shall be composed exclusively of elected members from the governing boards of the Member Agencies. The governing board of each Member Agency shall appoint its representatives and shall fill any vacancies should a representative of such Member Agency cease to serve as a Board Member for any reason. A Board vacancy will occur when a representative is no longer serving as a member of the governing board of a Member Agency.

These additional amendments address concerns raised by CalPERS in its initial determination of ineligibility and will be of assistance as SMC appeals this determination.

The Board also directed staff to proceed with an appeal of the determination of ineligibility.

CONCLUSION

In order to move this process forward to meet the Joint Powers Authority (JPA) Agreement's requirement that a pension contract be successfully negotiated prior to commencement of San Mateo Consolidated Fire Department's (SMC) operations, staff will now request a formal letter of determination from CalPERS. Once received, SMC will have thirty (30) days to appeal this determination. The appeal will be submitted with the amended JPA Agreement containing the Pension Integrity language (Section 12), along with the amendments to Section 5.1 (i.e., sovereign powers), and Section 6.2 (i.e., the Board is comprised exclusively of elected officials). The appeal will be handled by an administrative law judge (ALJ). If the ALJ denies SMC's appeal, SMC has the option of filing an application for a writ of mandate with the Superior Court, asking that CalPERS' decision be overturned. While this process is pending, the Member Agencies will continue to operate under the shared services agreements currently in place.

FISCAL IMPACT

There is no budget impact associated with this amendment.

Attachments:

- Attachment 1 – City Resolution
- Attachment 2 – EMID Resolution
- Attachment 3 – Amended JPA Agreement
- Attachment 4 – Red-lined Amended JPA Agreement

- Attachment 5 – Circular Letter 200-022-13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AMENDING THE AGREEMENT BETWEEN THE CITIES OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT (EMID), SAN MATEO, AND THE BELMONT FIRE PROTECTION DISTRICT ESTABLISHING THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT, A JOINT POWERS AUTHORITY (JPA) TO REFLECT THAT THE JPA HAS SOVEREIGN POWERS, THAT THE BOARD IS COMPRISED EXCLUSIVELY OF ELECTED OFFICIALS AND ADDING PENSION INTEGRITY LANGUAGE

CITY OF FOSTER CITY

WHEREAS, the Joint Exercise of Powers Act (Government Code Section 6500 et seq., the Act) provides that two or more public agencies may by agreement jointly exercise any power common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the Member Agencies each have the authority to deliver fire suppression, fire prevention, investigation, rescue and emergency medical services with their respective jurisdictions; and

WHEREAS, the Member Agencies, desirous of improving the quality and level of Fire, Rescue and Emergency Medical Services with their communities through the sharing of resources and expertise hereby establish a Joint Powers Authority (JPA) entitled the San Mateo Consolidated Fire Department (SMC); and

WHEREAS, on November 22, 2017 the City of San Mateo executed the JPA Agreement establishing the San Mateo Consolidated Fire Department (SMC); and

WHEREAS, the new Fire Department requires up to 8 months to complete all necessary contracts and employment agreements prior to beginning to provide service to the three jurisdictions, including pension and healthcare contracts through the California Public Employees Retirement System (CalPERS); and

WHEREAS, in January 2018 SMC staff submitted the JPA agreement and supporting documents to CalPERS' Pension Contract Division for review; and

WHEREAS, CalPERS staff reviewed and applied the criteria outlined by the IRS in Circular Letter 200-022-13; and

WHEREAS, CalPERS' initial verbal determination was that they would only recommend to the PERS Board that a pension contract be authorized if the JPA agreement was amended to include language which would obligate each Member Agency to be jointly and severally liable for all debts of the JPA; and

WHEREAS, SMC staff and Member Agencies' attorneys advised CalPERS that their proposed language was not something they could recommend to the SMC Board of Directors; and

WHEREAS, SMC staff proposed “Pension Integrity” language to CalPERS which staff believes should meet CalPERS’ needs; and

WHEREAS, on March 21, 2018, CalPERS staff issued its determination finding that SMC is not eligible to contract with CalPERS because, as a JPA, SMC does not meet two (2) condition of IRS-IRC 414 (i.e. the sovereign powers and fiscal responsibility factors); and

WHEREAS, on March 21, 2018, staff met with SMC’s Board of Directors to review the dispute with CalPERS and to request that the Board recommend to the Member Agencies that the JPA agreement be amended to add language which staff believes addresses CalPERS’ concerns and that the CalPERS determination of ineligibility then be appealed; and

WHEREAS, the SMC Board voted 3-0 that the JPA agreement be amended to add Section 12, Pension Integrity and to proceed with the appeal of the determination of ineligibility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby approves the amended agreement with the cities of Foster City/EMID, San Mateo, and the Belmont Fire Protection District establishing the San Mateo Consolidated Fire Department to reflect that the JPA has sovereign powers (Section 5, Powers and Obligations of Department, Subsection 5.1, General Powers), that the Board is comprised exclusively of elected officials (Section 6, Board of Directors, Subsection 6.2, Qualifications), and adding “Pension Integrity” language as shown in the JPA Agreement at Section 12.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT AMENDING THE AGREEMENT BETWEEN THE CITIES OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT (EMID), SAN MATEO, AND THE BELMONT FIRE PROTECTION DISTRICT ESTABLISHING THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT, A JOINT POWERS AUTHORITY (JPA) TO REFLECT THAT THE JPA HAS SOVEREIGN POWERS, THAT THE BOARD IS COMPRISED EXCLUSIVELY OF ELECTED OFFICIALS AND ADDING PENSION INTEGRITY LANGUAGE

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the Joint Exercise of Powers Act (Government Code Section 6500 et seq., the Act) provides that two or more public agencies may by agreement jointly exercise any power common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the Member Agencies each have the authority to deliver fire suppression, fire prevention, investigation, rescue and emergency medical services with their respective jurisdictions; and

WHEREAS, the Member Agencies, desirous of improving the quality and level of Fire, Rescue and Emergency Medical Services with their communities through the sharing of resources and expertise hereby establish a Joint Powers Authority (JPA) entitled the San Mateo Consolidated Fire Department (SMC); and

WHEREAS, on November 22, 2017 the City of San Mateo executed the JPA Agreement establishing the San Mateo Consolidated Fire Department (SMC); and

WHEREAS, the new Fire Department requires up to 8 months to complete all necessary contracts and employment agreements prior to beginning to provide service to the three jurisdictions, including pension and healthcare contracts through the California Public Employees Retirement System (CalPERS); and

WHEREAS, in January 2018 SMC staff submitted the JPA agreement and supporting documents to CalPERS' Pension Contract Division for review; and

WHEREAS, CalPERS staff reviewed and applied the criteria outlined by the IRS in Circular Letter 200-022-13; and

WHEREAS, CalPERS' initial verbal determination was that they would only recommend to the PERS Board that a pension contract be authorized if the JPA agreement was amended to include language which would obligate each Member Agency to be jointly and severally liable for all debts of the JPA; and

WHEREAS, SMC staff and Member Agencies' attorneys advised CalPERS that their proposed language was not something they could recommend to the SMC Board of

Directors; and

WHEREAS, SMC staff proposed “Pension Integrity” language to CalPERS which staff believes should meet CalPERS’ needs; and

WHEREAS, on March 21, 2018, CalPERS staff issued its determination finding that SMC is not eligible to contract with CalPERS because, as a JPA, SMC does not meet two (2) condition of IRS-IRC 414 (i.e. the sovereign powers and fiscal responsibility factors); and

WHEREAS, on March 21, 2018, staff met with SMC’s Board of Directors to review the dispute with CalPERS and to request that the Board recommend to the Member Agencies that the JPA agreement be amended to add language which staff believes addresses CalPERS’ concerns and that the CalPERS determination of ineligibility then be appealed; and

WHEREAS, the SMC Board voted 3-0 that the JPA agreement be amended to add Section 12, Pension Integrity and to proceed with the appeal of the determination of ineligibility.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District, hereby approves the amended agreement with the cities of Foster City/EMID, San Mateo, and the Belmont Fire Protection District establishing the San Mateo Consolidated Fire Department to reflect that the JPA has sovereign powers (Section 5, Powers and Obligations of Department, Subsection 5.1, General Powers), that the Board is comprised exclusively of elected officials (Section 6, Board of Directors, Subsection 6.2, Qualifications), and adding “Pension Integrity” language as shown in the JPA Agreement at Section 12.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, PRESIDENT

ATTEST:

PRISCILLA TAM, DISTRICT SECRETARY

AMENDED JOINT POWERS AGREEMENT

ESTABLISHING THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT

This Amended Joint Powers Agreement (Agreement) is dated _____, 2018 and is entered into by the City of San Mateo (San Mateo), the City of Foster City/Estero Municipal Improvement District (Foster City), and the Belmont Fire Protection District (Belmont), each duly organized and existing in the County of San Mateo, State of California under the constitution and laws of the state and individually or collectively called Member Agencies.

RECITALS

This Joint Powers Agreement is predicated upon the following:

- A. The Joint Exercise of Powers Act (Government Code Section 6500 et seq., the Act) provides that two (2) or more public agencies may by agreement jointly exercise any power common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the Agreement.
- B. The Member Agencies each have the authority to deliver fire suppression, fire prevention, investigation, rescue, and emergency medical services within their respective jurisdictions.
- C. The Member Agencies, desirous of improving the quality and level of Fire and Emergency Medical Services within their communities through the sharing of resources and expertise hereby establish a Joint Powers Authority entitled the San Mateo Consolidated Fire Department (Department) with the goal of commencing operations on or about four (4) months after CalPERS approves pension contract.
- D. San Mateo, Foster City and Belmont established the Joint Powers Authority by entering into a Joint Powers Agreement dated November 22, 2017. Those agencies propose to amend that original agreement as provided in this Amended Joint Powers Agreement.

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, conditions and covenants set forth herein, agree as follows:

SECTION 1 – PURPOSE

The Joint Powers Authority is authorized in order to:

1. Enhance the quality of Fire and Emergency Medical Services, as defined at Section 2.14, and to better utilize available resources;

2. Manage, operate, and maintain Joint Facilities, as defined in Section 2.18, and to implement the financing, acquiring, and construction of additions and improvements to the Joint Facilities for the Service Area, as defined in Section 2.24;
3. Coordinate the respective Member Agencies' delivery of these services within their jurisdictions to achieve the most efficient and effective delivery system possible to the benefit of all communities involved; and
4. Issue and repay Bonds of the Department.

SECTION 2 – DEFINITIONS

For the purposes of this Agreement, the following words shall mean:

- 2.1 “Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500 et seq., as it now exists or may hereafter be amended.
- 2.2 “Agreement” means this Joint Powers Agreement.
- 2.3 “Arbitration” is a means of addressing a dispute related to Life Safety Risk per Section 15; and shall be conducted by a panel of three (3) Fire Service professionals selected by the Fire Board.
- 2.4 “Belmont” means the Belmont Fire Protection District.
- 2.5 “Board of Directors” or “Board” means the governing body of the Department.
- 2.6 “Bonds” means bonds, notes, or other obligations of the Department issued pursuant to any provision of law which may be used by the Department for the authorization and issuance of bonds, notes, or other obligations.
- 2.7 “Bond interest and redemption expenses” means those sums of money required to be expended by the Department from any bond interest and redemption fund to be established and maintained by the Department for the payment of principal of and interest on bonds (if any) issued pursuant to this Agreement.
- 2.8 “Bond Law” means Article 2 of the Act, as now or hereafter amended, or any other law hereafter legally available for use by the Department in the authorization and issuance of bonds to finance needed public facilities or services.
- 2.9 “City Council” means City Council or Board of any Member Agency.
- 2.10 “Commencement Date” means the date upon which all Member Agencies have voted to commence operations of the Department. Prior to the Member Agencies voting to commence operations, the Department shall have:

successfully negotiated pension and health care contracts for its employees, obtained workers' compensation and liability insurance in amounts approved by the Board, agreed with the Member Agencies upon the terms and conditions pursuant to which the Department will occupy and use the Joint Facilities, agreed with the Member Agencies upon the transfer of Fire Equipment, agreed with the Member Agencies upon the responsibility for any legacy costs and on-going obligations, and determined the terms and conditions pursuant to which the Department shall employ Department personnel.

- 2.11 "County" means the County of San Mateo, State of California.
- 2.12 "Department" means the joint powers authority established by this Agreement as authorized by Government Code Section 6503.5 and identified as San Mateo Consolidated Fire Department.
- 2.13 "Department Personnel" means those Department employees providing the administrative, fire, emergency medical, and disaster preparedness services on behalf of the Department.
- 2.14 "Fire and Emergency Medical Services" means the provision of fire suppression, prevention, investigation, rescue, training, public education, disaster preparedness, emergency medical services, hazardous materials responses, and directly related activities.
- 2.15 "Fire Equipment" means all fire apparatus and other fire equipment, emergency response vehicles and equipment and all other equipment commonly in use by the Department, together with replacements thereof and additions thereto.
- 2.16 "Fiscal year" means the period from July 1st to and including the following June 30th, or such other period as the Board may specify by resolution.
- 2.17 "Foster City" means the City of Foster City/Estero Municipal Improvement District, a municipal corporation and general law city duly organized and existing in the County under the constitution and laws of the State of California.
- 2.18 "Joint Facilities" means the existing fire stations, office space, and training grounds owned by the Member Agencies, but leased to, managed, operated, or used by the Department and any additional facilities acquired by the Department.
- 2.19 "Life Safety Risk" means failure to meet the industry performance standards in response to the threats, hazards and risks in the community, as defined by the Center on Public Safety Excellence.
- 2.20 "Member Agency" or "Member" means any public agency which is a signatory and party to this Agreement.
- 2.21 "Mutual Aid Agreements" means those existing and future agreements between public agencies, including the State, which have been developed to ensure a

comprehensive and effective response to fires, disasters, and medical calls within the jurisdictions of the Member Agencies and other fire, disaster, and medical emergencies.

- 2.22 “San Mateo” means the City of San Mateo, a municipal corporation and charter city duly organized and existing in the County under the constitution and laws of the State.
- 2.23 “Secretary” means the Secretary of the Department, the official custodian of all records of the Department.
- 2.24 “Service Area” means the combined aggregate jurisdictional service areas of the Member Agencies as they now exist and as they may hereafter be modified by annexation of territory to or exclusion of territory from the boundaries of the Member Agencies.
- 2.25 “State” means the State of California.
- 2.26 “Treasurer” means the Treasurer of the Department, responsible for maintaining all financial records on behalf of the Department and acting as Controller for the Department and performing all such functions such as disbursement of revenues, payment of outstanding obligations of the Department, and other similar functions.

SECTION 3 – ESTABLISHMENT OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT

- 3.1 Separate Legal Entity. The Department, as a joint powers authority, is a separate entity from the Member Agencies and is responsible for the administration of this Agreement.
- 3.2 Filing of Notices with Secretary of State and County Clerk. Within thirty (30) days after the effective date of this Agreement, the Department shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.
- 3.3 Filing of Statement of Information. Within ten (10) days after the effective date of this Agreement, the Department shall cause a statement of the information concerning the Department, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State, with the San Mateo County Clerk, and with San Mateo County Local Agency Formation Commission (LAFCO) stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

SECTION 4 – TERM

This Agreement shall be effective on the date it is signed by the last Member Agency to do so and shall continue in effect until such time as the Agreement is terminated and the Department is dissolved pursuant to Section 17. Dissolution cannot occur until all debts and obligations of the Department have been paid in full.

SECTION 5 – POWERS AND OBLIGATIONS OF DEPARTMENT

- 5.1 General Powers. As authorized by California law, including California Government Code Sections 6502, the Department shall have the power in its own name to exercise any and all common powers of its Member Agencies, including common sovereign powers, reasonably related to the purposes of the Department, including, but not limited to, the powers to:
- (a) Seek, receive, and administer funding from any available public or private source, including grants or loans under any available Federal, State and local programs for assistance in achieving the purposes of the Department;
 - (b) Incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Mello-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Member Agencies and such other evidences of indebtedness, subject to the limitations herein;
 - (c) Raise revenue, to levy and collect taxes and assessments, rates, fees, and charges;
 - (d) Contract for the services of necessary consultants;
 - (e) Make and enter into other contracts;
 - (f) Employ agents, officers, and employees;
 - (g) Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements deemed necessary by the Board, including fire stations and equipment;
 - (h) Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, or sale;

- (i) Receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities;
- (j) Sue and be sued in its own name;
- (k) Seek the adoption or defeat of any Federal, State or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Department;
- (l) Adopt ordinances, rules, regulations, policies, bylaws, and procedures governing the operation of the Department;
- (m) Invest money pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Department, as the Department determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended;
- (n) Conduct an audit of the records and accounts of the Department annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor, and shall be provided to the Member Agencies no later than fifteen (15) days after receipt of such audit reports by the Department;
- (o) Carry out and enforce all the provisions of this Agreement;
- (p) Exercise all other powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended; and
- (q) For purposes of California Government Code Section 6509, the powers of the Department shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Foster City, a general law city.

SECTION 6 – BOARD OF DIRECTORS

- 6.1 Governing Board. The Department shall be governed by a Board of Directors (“Board”), appointed per Section 6.2, consisting of one (1) voting representative and one (1) alternate from each Member Agency. Alternates shall serve in the absence of the Board Member for the agency they represent. Alternates have no voting power other than when serving for an absent Board Member.

- 6.2 Qualifications. The Board shall be composed exclusively of elected members from the governing boards of the Member Agencies. The governing board of each Member Agency shall appoint its representatives and shall fill any vacancies should a representative of such Member Agency cease to serve as a Board Member for any reason. A Board vacancy will occur when a representative is no longer serving as a member of the governing board of a Member Agency.
- 6.3 Board Officers. The Board shall annually select one (1) of its members to serve as Chair and one (1) member as Vice Chair.
- (a) If the Chair is unable to continue serving on the Board, then the Vice Chair shall become Chair. A new Vice Chair will then be selected from another Member Agency.
 - (b) If the Vice Chair is unable to continue serving on the Board, a new Vice Chair will be selected.
 - (c) The Chair shall preside over all meetings of the Board and perform such other duties as may be imposed by the Board in accordance with law and this Agreement.
 - (d) The Vice Chair shall preside over all meetings of the Board in the Chair's absence and perform such other duties as may be imposed by the Board in accordance with law and this Agreement when the Chair is absent.
- 6.4 Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member Agency or of the Department. The Board may also retain such other consultants or independent contractors as may be deemed necessary or appropriate to carry out the purposes of this Agreement.
- 6.5 Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Department shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Department in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond or bonds shall satisfy the requirements of this paragraph and shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Department. If it is prudent to do so, the Department may procure a blanket bond on behalf of all such officers and persons.
- 6.6 Subcommittees. The Board may create permanent or ad hoc subcommittees to give advice to the Board on such matters as may be referred to such subcommittee by the Board. Qualified persons shall be appointed to such subcommittees by the Board and each such appointee shall serve at the

pleasure of the Board. All regular, adjourned and special meetings of such subcommittees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et seq., as it now exists or may hereafter be amended, and all other applicable law.

- 6.7 Meetings. The Board shall hold publicly noticed meetings as needed but at least quarterly. Meetings shall be held in the Service Area at a place designated by the Department. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.
- 6.8 Quorum. The presence of two (2) Board Members shall constitute a quorum for transaction of Department business.
- 6.9 Voting. All voting powers of the Department shall reside in the Board. The Member Agencies' Board Members shall have the following weighted vote: San Mateo sixty percent (60%), Belmont twenty percent (20%), Foster City twenty percent (20%). The Board intends to strive for consensus following full discussion, but in the event consensus cannot be reached, a weighted vote of eighty (80%) shall be required to take action.
- 6.10 Member Agency Approvals. Prior to June 30th each year, the Fire Chief shall prepare and present a proposed budget to the Board for its review. The Board shall review the proposed budget and thereafter recommend approval of the budget to the governing boards of the Member Agencies. Once approved by the Member Agencies by a weighted vote of eighty percent (80%) using the same weighted vote for Agencies as for Board Members in Section 6.9, the budget shall be effective.
- 6.11 Rules. The Board may adopt from time to time such bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the Department as are consistent with this Agreement and other applicable law.
- 6.12 Minutes. The Secretary shall cause minutes of all meetings of the Board to be drafted. Upon approval by the Board, such minutes shall become a part of the official records of the Department.
- 6.13 Conflicts of Interest.
- (a) California Political Reform Act. Board members shall be considered "public officials" within the meaning of the California Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, unless determined otherwise in a contrary opinion or written advice of the California Fair Political Practices Commission. The Department shall adopt and maintain a conflicts of interest code in compliance with the Political Reform Act.

- (b) Levine Act. Board members are “officials” within the meaning of California Government Code Section 84308 et seq., commonly known as the “Levine Act,” and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

6.14 Dispute Resolution. Should any dispute among the Member Agencies arise out of this Agreement and should the Member Agencies be unable to resolve the dispute, the Member Agencies shall, at the written request of any Member Agency, meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. If a mediator cannot be agreed upon, then each Member Agency shall submit the name of a proposed mediator and the mediator shall be chosen by a blind drawing. Mediation shall be conducted within ninety (90) days unless the Member Agencies agree in writing to extend the time for mediation and concluded before resorting to court action. Mediation fees shall be paid equally by the Member Agencies. If a mediated agreement is reached no Member Agency shall be deemed the prevailing party and each Member Agency shall bear its own legal costs. If no mediated agreement is reached and litigation is subsequently file, the venue shall be in San Mateo County Superior Court.

SECTION 7 – POWERS AND DUTIES OF GOVERNING BOARD

- 7.1 Powers and Duties. In addition to the powers and duties set forth elsewhere in this Agreement, the Board of Directors shall have the following powers and duties to:
- (a) Review and recommend an annual budget to the Member Agencies for approval;
 - (b) As agreed upon by the Member Agencies, determine the level of Fire and Emergency Medical Services to be provided by the Department, and within the limits of the Member Agencies or pursuant to Mutual Aid Agreements;
 - (c) Make and enter into contracts or sub-contracts;
 - (d) Incur debt, liabilities and obligations on behalf of the Department as pertains to the common purposes as set forth above;
 - (e) Invest Department funds pursuant to the investment policy of the Department;
 - (f) Appoint a Treasurer from one of the Member Agencies or a third party qualified professional as depository which to have custody over all Department funds without regard to their source;
 - (g) Receive contributions, donations or grants of property, funds, services, or other forms of assistance from any source;

- (h) Coordinate Department activities with other Joint Powers Authorities or public agencies established for similar purposes in pursuing the common purposes set forth above;
- (i) Appoint a Legal Advisor for the Department; and
- (j) Appoint, suspend and or terminate the Fire Chief.

SECTION 8 – OPERATIONS AND FACILITIES

- 8.1 Principal Office. The principal office of the Department shall initially be the current Administrative Office at Foster City Fire Department Station 28 in the City of Foster City, 1040 East Hillside Boulevard, Foster City, California. The Department may establish another principal office by resolution of the Board.
- 8.2 Assumption of Responsibilities by the Department. As soon as practicable after the effective date of this agreement, the Member Agencies shall appoint their representatives to the Board and the Fire Chief shall give notice of an organizational meeting of the newly constituted Board. At said meeting the Board shall provide for its regular meetings, shall elect a Chair and Vice Chair.
- 8.3 Delegation of Authority; Transfer of Records, Accounts, Funds and Property. Beginning on the Commencement Date, as defined in Section 2.10, each of the Member Agencies shall have entered into an agreement with the Department for the Department's use of the Member Agency's Joint Facilities within its territorial jurisdiction, which agreement, as may be amended from time to time, shall remain in place while the Member Agency is a party to this Agreement and receiving services from the Department.
- 8.4 Employment of Personnel. The Department shall employ the necessary personnel to provide continued, efficient, and economical Fire and Emergency Medical Services to the Service Area.
- 8.5 Limitations on Activities Prior to Commencement Date. The Department will not begin providing Fire and Emergency Medical Services or other operational services before the Commencement Date. Except as may be mutually agreed upon by the governing boards of the Member Agencies, the Department may not incur any debt before the Commencement Date.

SECTION 9 – EMPLOYEE RELATIONS

- 9.1 Status of Employees of the Department. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of employees of the Department when performing their respective functions within the territorial limits of a Member Agency shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties

under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the employees of the Department shall be deemed to be employed by any Member Agency or to be subject to any of the requirements of such Member Agency by reason of their employment by the Department.

- 9.2 Employee Relations. The Department shall maintain, as necessary, Employer-Employee Relations Procedures, Personnel Rules and Regulations applicable to the Department.
- 9.3 Bargaining. Bargaining under the Meyers-Milias-Brown Act shall proceed as set forth in this section. Employees of the Department are not employees of any Member Agency. The Board may, as provided in Government Code Section 54957.6, meet in a closed session to provide direction for negotiations as necessary.

SECTION 10 – FIRE CHIEF OF THE DEPARTMENT

- 10.1 Powers and Duties. The Fire Chief shall have the following powers, responsibilities and duties:
- (a) Planning, coordinating and supervising the operation of the Department on a day-to-day basis to ensure that the policies and direction of the Board are implemented operationally and administratively;
 - (b) Making recommendations to the Board regarding the operations of the Department.;
 - (c) Supervising and managing the Department personnel;
 - (d) Hiring, promoting, demoting, imposing disciplinary action and/or terminating employees of the Department;
 - (e) Coordinating and supervising all training;
 - (f) Establishing policies and procedures for the Department in order to implement directives from the Board;
 - (g) Preparing the annual budget for submission to the Board;
 - (h) Management of inter jurisdictional responses under any applicable mutual aid agreements, automatic aid agreements, and the greater alarm plans to operationally implement this Agreement;
 - (i) Appointing a qualified employee of one (1) of the Member Agencies or contract with a third party qualified professional to act as Human Resources Director for the Department; and

- (j) Appoint a qualified employee of the Department or one (1) of the Member Agencies as Secretary.

SECTION 11 – INSURANCE AND LIABILITY

- 11.1 Insurance Coverage. Prior to the Commencement Date, the Department shall obtain insurance coverage for its activities. This shall include, but not be limited to, workers' compensation and liability insurance coverage in amounts approved by the Board.

- 11.2 Limitation on Liability.
 - (a) Except as provided in Section 12, no debt, liability, or obligation of the Department shall constitute a debt, liability or obligation of any Member Agency.

 - (b) Except as expressly authorized by the Member Agencies, no Member Agency shall be responsible for the acts and omissions of another Member Agency's officers or employees nor shall a Member Agency incur any liabilities arising out of the services and activities of another Member Agency's officers or employees.

- 11.3 Hold Harmless. The Department shall defend, hold harmless and indemnify, to the fullest extent permitted by law, each Member Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to the operation of the Department or its employees, officers or agents or the employees, officers or agents of the Member Agencies while acting within the course and scope of an agency relationship with the Department.

SECTION 12 – PENSION INTEGRITY

- 12.1 Each Member Agency hereby declares its intent to fund its share of the Department's employee pension obligations now and in the future, and to continue to honor its responsibility for its share of those pension obligations (subject to the cost allocation in Section 14.2) should the Member Agency terminate its membership in the Department or the Department terminates.

- 12.2 To fulfill the intent expressed in Section 12.1, each Member Agency agrees:
 - (a) It is responsible for the pension obligations for its employees incurred while employed by the Member Agency and before becoming an employee of the Department;

- (b) If the Department contracts with CalPERS for retirement benefits, to be responsible for its proportionate share, in accordance with the allocation in Section 14.2, of the Department's CalPERS liabilities incurred during the Member Agency's membership in the Department;
- (c) To execute an agreement with CalPERS, which may include an agreement in accordance with Government Code Section 20573, to assume the Member Agency's proportionate share of CalPERS liability as expressed in (b)(2) should the Member Agency terminate its membership or the Department terminates.

12.3 If requested to do so by CalPERS, the original Member Agencies agree to execute the agreement in 12.2(c) concurrent with CalPERS executing an agreement with the Department for retirement benefits.

SECTION 13 – ADDITION OF MEMBER AGENCIES

Any local agency may apply for membership in the Department. Addition of an agency to the Department shall require approval by the governing boards of all Member Agencies. The Department may require such contributions and conduct such investigations, as it may deem appropriate as a condition of application and approval of additional Member Agencies.

SECTION 14 – MAINTENANCE AND OPERATION COSTS: COST ALLOCATION

- 14.1 Records and Accounts. The Department shall cause to be kept accurate and correct books of account, showing capital costs (if any), special services costs, and maintenance and operation costs of the Department. The Department shall maintain accurate and correct books of account showing all Department personnel costs and the costs of maintenance and operation of the Fire Equipment and Joint Facilities, including liability, casualty and workers' compensation insurance and a reasonable depreciation reserve for capital items. The afore described books and records shall be open to inspection at all times during normal business hours by Member Agencies.
- 14.2 Allocation of Expenses. Until changed by mutual agreement of the Member Agencies, the costs and expenses in the approved budget shall be allocated sixty percent (60%) to City of San Mateo and twenty percent (20%) each to Foster City and Belmont.

SECTION 15 – WITHDRAWAL FROM THE JOINT POWERS AUTHORITY

A Member Agency may withdraw from this Agreement by filing written notice of intention to do so with the other Member Agencies at least sixty (60) months in advance of the intended withdrawal date. Notice required by this section cannot be executed prior to July 1, 2028, with the exception of a Life Safety Risk to the community. Any fire service related life safety risk dispute will be arbitrated; if the risk is found to be valid, the withdraw period will be twenty-four (24) months unless otherwise agreed to by Member Agencies.

SECTION 16 – DISPOSITION OF ASSETS UPON WITHDRAWAL OF A MEMBER AGENCY

The withdrawal of any Member Agency shall not terminate this Agreement provided at least two (2) Member Agencies remain. Upon withdrawal, the Member Agency's separately owned fire stations, if any, will no longer be available for use by the Department. No Member Agency, by withdrawing, shall, except as may be agreed to by the remaining Member Agencies, be entitled to payment or return of funds paid or Fire Equipment transferred to the Department, if any, by the withdrawing Member Agency to the Department or to any distribution of its assets except for its proportionate share of any unobligated fund balance held by the Department.

SECTION 17 – TERMINATION; DISSOLUTION AND DISPOSITION OF ASSETS

- 17.1 Termination and Dissolution Prior to Commencement Date. When the conditions enumerated in Section 2.10 are satisfied, the Board shall adopt a resolution certifying this fact to the Member Agencies and asking the Member Agencies to approve commencement of operations on a certain date. The governing boards of the Member Agencies shall have forty-five (45) days from the adoption of the resolution to approve commencement of operations. Upon approval of the governing boards of all Member Agencies, the Department shall commence operations. If, on the other hand, the governing boards of all Member Agencies do not approve commencement of operations within forty-five (45) days, the Board shall expeditiously wind down the affairs of the Department, and upon completion, shall dissolve the Department and terminate the Agreement.
- 17.2 Termination, Dissolution and Disposition of Assets After Commencement Date. After the Commencement Date, this Agreement may be terminated, and the Department dissolved upon the approval by the governing boards of all Member Agencies. Upon termination of this Agreement and dissolution of the Department, property owned by the Member Agencies shall, at that point, no longer be available for use by the Department. Department funds shall first be used to pay expenses, debts, liabilities and obligations of the Department and then allocated based upon the funding formula then current under Section 14.2 above. The proportionate shares of any assets, equipment or supplies owned by the Department shall be returned to the Member Agencies calculated using that same formula; however, if the Member Agencies are unable to agree on how to

distribute some or all of the Department's non-monetary assets, the disputed assets shall be sold and the proceeds distributed according to the formula described in Section 14.2. Funds in a depreciation reserve account of Member Agencies subject to the cost allocation formula under Section 14.2 shall be considered an asset of the Department for purposes of this Section.

SECTION 18 – CAPITAL ASSETS

Fire Equipment owned by each Member Agency and transferred to the Department upon the Commencement Date shall become the property of the Department. Transfer of Fire Equipment from new Member Agencies shall be required at the time they join the Department pursuant to Section 13, Addition of Member Agencies, and the Amended JPA Agreement providing for their admission is executed.

SECTION 19 – AMENDMENT

This Agreement may be amended from time to time with the written consent of all of the Member Agencies.

SECTION 20 – NOTICE

Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Member Agencies at their addresses as reflected in the records of the Department, and shall be deemed to have been received by the Member Agencies to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

SECTION 21 – ATTORNEY'S FEES

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

SECTION 22 – SEVERABILITY

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with the law of the State or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 23 – SUCCESSORS

This Agreement shall be binding upon and accrue to the benefit of any successor of a Member Agency.

SECTION 24 – ASSIGNMENT AND DELEGATION

No Member Agency may assign any rights or delegate any duties under this Agreement without the written consent of all other Member Agencies and any attempt to make such an assignment shall be null and void for all purposes.

SECTION 25 – COUNTERPARTS

This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

SECTION 26 – INTEGRATION

This Agreement represents the full and entire Agreement among the Member Agencies with respect to the matters covered herein.

SECTION 27 – EXECUTION

The legislative bodies of the Member Agencies have each authorized execution of this Agreement, as evidenced by the respective signatures attested below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have set their hands the day and year first hereinabove written.

CITY OF SAN MATEO

**CITY OF FOSTER CITY/ESTERO
MUNICIPAL IMPROVEMENT
DISTRICT**

By: _____
Mayor

By: _____
Mayor/President

By: _____
City Manager

By: _____
City/District Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
City Attorney

By: _____
City Attorney/District Legal Counsel

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
City Clerk/District Secretary

BELMONT FIRE PROTECTION DISTRICT

By: _____
Mayor

By: _____
District Manager

APPROVED AS TO FORM

By: _____
Attorney

ATTEST:

By: _____
District Secretary

AMENDED JOINT POWERS AGREEMENT

ESTABLISHING THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT

This Amended Joint Powers Agreement (Agreement) is dated _____, 2018 and is entered into by the City of San Mateo (San Mateo), the City of Foster City/Estero Municipal Improvement District (Foster City), and the Belmont Fire Protection District (Belmont), each duly organized and existing in the County of San Mateo, State of California under the constitution and laws of the state and individually or collectively called Member Agencies.

RECITALS

This Joint Powers Agreement is predicated upon the following:

- A. The Joint Exercise of Powers Act (Government Code Section 6500 et seq., the Act) provides that two (2) or more public agencies may by agreement jointly exercise any power common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the Agreement.
- B. The Member Agencies each have the authority to deliver fire suppression, fire prevention, investigation, rescue, and emergency medical services within their respective jurisdictions.
- C. The Member Agencies, desirous of improving the quality and level of Fire and Emergency Medical Services within their communities through the sharing of resources and expertise hereby establish a Joint Powers Authority entitled the San Mateo Consolidated Fire Department (Department) with the goal of commencing operations on or about ~~July 1, 2018~~four (4) months after CalPERS approves pension contract.
- ~~C.D.~~ San Mateo, Foster City and Belmont established the Joint Powers Authority by entering into a Joint Powers Agreement dated November 22, 2017. Those agencies propose to amend that original agreement as provided in this Amended Joint Powers Agreement.

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, conditions and covenants set forth herein, agree as follows:

SECTION 1 – PURPOSE

The Joint Powers Authority is authorized in order to:

1. Enhance the quality of Fire and Emergency Medical Services, as defined at Section 2.14, and to better utilize available resources;

2. Manage, operate, and maintain Joint Facilities, as defined in Section 2.18, and to implement the financing, acquiring, and construction of additions and improvements to the Joint Facilities for the Service Area, as defined in Section 2.24;
3. Coordinate the respective Member Agencies' delivery of these services within their jurisdictions to achieve the most efficient and effective delivery system possible to the benefit of all communities involved; and
4. Issue and repay Bonds of the Department.

SECTION 2 – DEFINITIONS

For the purposes of this Agreement, the following words shall mean:

- 2.1 “Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500 et seq., as it now exists or may hereafter be amended.
- 2.2 “Agreement” means this Joint Powers Agreement.
- 2.3 “Arbitration” is a means of addressing a dispute related to Life Safety Risk per Section 4415; and shall be conducted by a panel of three (3) Fire Service professionals selected by the Fire Board.
- 2.4 “Belmont” means the Belmont Fire Protection District.
- 2.5 “Board of Directors” or “Board” means the governing body of the Department.
- 2.6 “Bonds” means bonds, notes, or other obligations of the Department issued pursuant to any provision of law which may be used by the Department for the authorization and issuance of bonds, notes, or other obligations.
- 2.7 “Bond interest and redemption expenses” means those sums of money required to be expended by the Department from any bond interest and redemption fund to be established and maintained by the Department for the payment of principal of and interest on bonds (if any) issued pursuant to this Agreement.
- 2.8 “Bond Law” means Article 2 of the Act, as now or hereafter amended, or any other law hereafter legally available for use by the Department in the authorization and issuance of bonds to finance needed public facilities or services.
- 2.9 “City Council” means City Council or Board of any Member Agency.
- 2.10 “Commencement Date” means the date upon which all Member Agencies have voted to commence operations of the Department. Prior to the Member Agencies voting to commence operations, the Department shall have:

successfully negotiated pension and health care contracts for its employees, obtained workers' compensation and liability insurance in amounts approved by the Board, agreed with the Member Agencies upon the terms and conditions pursuant to which the Department will occupy and use the Joint Facilities, agreed with the Member Agencies upon the transfer of Fire Equipment, agreed with the Member Agencies upon the responsibility for any legacy costs and on-going obligations, and determined the terms and conditions pursuant to which the Department shall employ Department personnel.

- 2.11 "County" means the County of San Mateo, State of California.
- 2.12 "Department" means the joint powers authority established by this Agreement as authorized by Government Code Section 6503.5 and identified as San Mateo Consolidated Fire Department.
- 2.13 "Department Personnel" means those Department employees providing the administrative, fire, emergency medical, and disaster preparedness services on behalf of the Department.
- 2.14 "Fire and Emergency Medical Services" means the provision of fire suppression, prevention, investigation, rescue, training, public education, disaster preparedness, emergency medical services, hazardous materials responses, and directly related activities.
- 2.15 "Fire Equipment" means all fire apparatus and other fire equipment, emergency response vehicles and equipment and all other equipment commonly in use by the Department, together with replacements thereof and additions thereto.
- 2.16 "Fiscal year" means the period from July 1st to and including the following June 30th, or such other period as the Board may specify by resolution.
- 2.17 "Foster City" means the City of Foster City/Estero Municipal Improvement District, a municipal corporation and general law city duly organized and existing in the County under the constitution and laws of the State of California.
- 2.18 "Joint Facilities" means the existing fire stations, office space, and training grounds owned by the Member Agencies, but leased to, managed, operated, or used by the Department and any additional facilities acquired by the Department.
- 2.19 "Life Safety Risk" means failure to meet the industry performance standards in response to the threats, hazards and risks in the community, as defined by the Center on Public Safety Excellence.
- 2.20 "Member Agency" or "Member" means any public agency which is a signatory and party to this Agreement.
- 2.21 "Mutual Aid Agreements" means those existing and future agreements between public agencies, including the State, which have been developed to ensure a

comprehensive and effective response to fires, disasters, and medical calls within the jurisdictions of the Member Agencies and other fire, disaster, and medical emergencies.

- 2.22 “San Mateo” means the City of San Mateo, a municipal corporation and charter city duly organized and existing in the County under the constitution and laws of the State.
- 2.23 “Secretary” means the Secretary of the Department, the official custodian of all records of the Department.
- 2.24 “Service Area” means the combined aggregate jurisdictional service areas of the Member Agencies as they now exist and as they may hereafter be modified by annexation of territory to or exclusion of territory from the boundaries of the Member Agencies.
- 2.25 “State” means the State of California.
- 2.26 “Treasurer” means the Treasurer of the Department, responsible for maintaining all financial records on behalf of the Department and acting as Controller for the Department and performing all such functions such as disbursement of revenues, payment of outstanding obligations of the Department, and other similar functions.

SECTION 3 – ESTABLISHMENT OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT

- 3.1 Separate Legal Entity. The Department, as a joint powers authority, is a separate entity from the Member Agencies and is responsible for the administration of this Agreement.
- 3.2 Filing of Notices with Secretary of State and County Clerk. Within thirty (30) days after the effective date of this Agreement, the Department shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.
- 3.3 Filing of Statement of Information. Within ten (10) days after the effective date of this Agreement, the Department shall cause a statement of the information concerning the Department, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State, with the San Mateo County Clerk, and with San Mateo County Local Agency Formation Commission (LAFCO) stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

SECTION 4 – TERM

This Agreement shall be effective on the date it is signed by the last Member Agency to do so and shall continue in effect until such time as the Agreement is terminated and the Department is dissolved pursuant to Section 4617. Dissolution cannot occur until all debts and obligations of the Department have been paid in full.

SECTION 5 – POWERS AND OBLIGATIONS OF DEPARTMENT

- 5.1 General Powers. As authorized by California law, including California Government Code Sections 6502, 4the Department shall have the power in its own name to exercise any and all common powers of its Member Agencies, including common sovereign powers, reasonably related to the purposes of the Department, including, but not limited to, the powers to:
- (a) Seek, receive, and administer funding from any available public or private source, including grants or loans under any available Federal, State and local programs for assistance in achieving the purposes of the Department;
 - (b) Incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Mello-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Member Agencies and such other evidences of indebtedness, subject to the limitations herein, ~~all of which shall be obligations of the Department alone and not the debts, liabilities, or obligations of the Member Agencies;~~
 - (c) Raise revenue, to levy and collect taxes and assessments, rates, fees, and charges;
 - (d) Contract for the services of necessary consultants;
 - (e) Make and enter into other contracts;
 - (f) Employ agents, officers, and employees;
 - (g) Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements deemed necessary by the Board, including fire stations and equipment;
 - (h) Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, or sale;

- (i) Receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities;
- (j) Sue and be sued in its own name;
- (k) Seek the adoption or defeat of any Federal, State or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Department;
- (l) Adopt ordinances, rules, regulations, policies, bylaws, and procedures governing the operation of the Department;
- (m) Invest money pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Department, as the Department determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended;
- (n) Conduct an audit of the records and accounts of the Department annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor, and shall be provided to the Member Agencies no later than fifteen (15) days after receipt of such audit reports by the Department;
- (o) Carry out and enforce all the provisions of this Agreement;
- (p) Exercise all other powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended; and
- (q) For purposes of California Government Code Section 6509, the powers of the Department shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Foster City, a general law city.

SECTION 6 – BOARD OF DIRECTORS

- 6.1 Governing Board. The Department shall be governed by a Board of Directors (“Board”), appointed per Section 6.2, consisting of one (1) voting representative and one (1) alternate from each Member Agency. Alternates shall serve in the absence of the Board Member for the agency they represent. Alternates have no voting power other than when serving for an absent Board Member.

- 6.2 Qualifications. ~~Representatives to t~~The Board shall be composed exclusively of elected members from of the governing boards of the Member Agencies ~~that they represent.~~ The governing board of Eeach Member Agency shall appoint its representatives and shall fill any vacancies should a representative of such Member Agency cease to serve as a Board Member for any reason. A Board vacancy will occur when a representative is no longer serving as a member of the governing board of a Member Agency.
- 6.3 Board Officers. The Board shall annually select one (1) of its members to serve as Chair and one (1) member as Vice Chair.
- (a) If the Chair is unable to continue serving on the Board, then the Vice Chair shall become Chair. A new Vice Chair will then be selected from another Member Agency.
 - (b) If the Vice Chair is unable to continue serving on the Board, a new Vice Chair will be selected.
 - (c) The Chair shall preside over all meetings of the Board and perform such other duties as may be imposed by the Board in accordance with law and this Agreement.
 - (d) The Vice Chair shall preside over all meetings of the Board in the Chair's absence and perform such other duties as may be imposed by the Board in accordance with law and this Agreement when the Chair is absent.
- 6.4 Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member Agency or of the Department. The Board may also retain such other consultants or independent contractors as may be deemed necessary or appropriate to carry out the purposes of this Agreement.
- 6.5 Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Department shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Department in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond or bonds shall satisfy the requirements of this paragraph and shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Department. If it is prudent to do so, the Department may procure a blanket bond on behalf of all such officers and persons.
- 6.6 Subcommittees. The Board may create permanent or ad hoc subcommittees to give advice to the Board on such matters as may be referred to such subcommittee by the Board. Qualified persons shall be appointed to such

subcommittees by the Board and each such appointee shall serve at the pleasure of the Board. All regular, adjourned and special meetings of such subcommittees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et seq., as it now exists or may hereafter be amended, and all other applicable law.

- 6.7 Meetings. The Board shall hold publicly noticed meetings as needed but at least quarterly. Meetings shall be held in the Service Area at a place designated by the Department. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.
- 6.8 Quorum. The presence of two (2) Board Members shall constitute a quorum for transaction of Department business.
- 6.9 Voting. All voting powers of the Department shall reside in the Board. The Member Agencies' Board Members shall have the following weighted vote: San Mateo sixty percent (60%), Belmont twenty percent (20%), Foster City twenty percent (20%). The Board intends to strive for consensus following full discussion, but in the event consensus cannot be reached, a weighted vote of eighty (80%) shall be required to take action.
- 6.10 Member Agency Approvals. Prior to June 30th each year, the Fire Chief shall prepare and present a proposed budget to the Board for its review. The Board shall review the proposed budget and thereafter recommend approval of the budget to the governing boards of the Member Agencies. Once approved by the Member Agencies by a weighted vote of eighty percent (80%) using the same weighted vote for Agencies as for Board Members in Section 6.9, the budget shall be effective.
- 6.11 Rules. The Board may adopt from time to time such bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the Department as are consistent with this Agreement and other applicable law.
- 6.12 Minutes. The Secretary shall cause minutes of all meetings of the Board to be drafted. Upon approval by the Board, such minutes shall become a part of the official records of the Department.
- 6.13 Conflicts of Interest.
 - (a) California Political Reform Act. Board members shall be considered "public officials" within the meaning of the California Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, unless determined otherwise in a contrary opinion or written advice of the California Fair Political Practices Commission. The Department shall adopt and maintain a conflicts of interest code in compliance with the Political Reform Act.

- (b) Levine Act. Board members are “officials” within the meaning of California Government Code Section 84308 et seq., commonly known as the “Levine Act,” and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

6.14 Dispute Resolution. Should any dispute among the Member Agencies arise out of this Agreement and should the Member Agencies be unable to resolve the dispute, the Member Agencies shall, at the written request of any Member Agency, meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. If a mediator cannot be agreed upon, then each Member Agency shall submit the name of a proposed mediator and the mediator shall be chosen by a blind drawing. Mediation shall be conducted within ninety (90) days unless the Member Agencies agree in writing to extend the time for mediation and concluded before resorting to court action. Mediation fees shall be paid equally by the Member Agencies. If a mediated agreement is reached no Member Agency shall be deemed the prevailing party and each Member Agency shall bear its own legal costs. If no mediated agreement is reached and litigation is subsequently file, the venue shall be in San Mateo County Superior Court.

SECTION 7 – POWERS AND DUTIES OF GOVERNING BOARD

- 7.1 Powers and Duties. In addition to the powers and duties set forth elsewhere in this Agreement, the Board of Directors shall have the following powers and duties to:
- (a) Review and recommend an annual budget to the Member Agencies for approval;
 - (b) As agreed upon by the Member Agencies, determine the level of Fire and Emergency Medical Services to be provided by the Department, and within the limits of the Member Agencies or pursuant to Mutual Aid Agreements;
 - (c) Make and enter into contracts or sub-contracts;
 - (d) Incur debt, liabilities and obligations on behalf of the Department as pertains to the common purposes as set forth above;
 - (e) Invest Department funds pursuant to the investment policy of the Department;
 - (f) Appoint a Treasurer from one of the Member Agencies or a third party qualified professional as depository which to have custody over all Department funds without regard to their source;

- (g) Receive contributions, donations or grants of property, funds, services, or other forms of assistance from any source;
- (h) Coordinate Department activities with other Joint Powers Authorities or public agencies established for similar purposes in pursuing the common purposes set forth above;
- (i) Appoint a Legal Advisor for the Department; and
- (j) Appoint, suspend and or terminate the Fire Chief.

SECTION 8 – OPERATIONS AND FACILITIES

- 8.1 Principal Office. The principal office of the Department shall initially be the current Administrative Office at Foster City Fire Department Station 28 in the City of Foster City, 1040 East Hillsdale Boulevard, Foster City, California. The Department may establish another principal office by resolution of the Board.
- 8.2 Assumption of Responsibilities by the Department. As soon as practicable after the effective date of this agreement, the Member Agencies shall appoint their representatives to the Board and the Fire Chief shall give notice of an organizational meeting of the newly constituted Board. At said meeting the Board shall provide for its regular meetings, shall elect a Chair and Vice Chair.
- 8.3 Delegation of Authority; Transfer of Records, Accounts, Funds and Property. Beginning on the Commencement Date, as defined in Section 2.10, each of the Member Agencies shall have entered into an agreement with the Department for the Department's use of the Member Agency's Joint Facilities within its territorial jurisdiction, which agreement, as may be amended from time to time, shall remain in place while the Member Agency is a party to this Agreement and receiving services from the Department.
- 8.4 Employment of Personnel. The Department shall employ the necessary personnel to provide continued, efficient, and economical Fire and Emergency Medical Services to the Service Area.
- 8.5 Limitations on Activities Prior to Commencement Date. The Department will not begin providing Fire and Emergency Medical Services or other operational services before the Commencement Date. Except as may be mutually agreed upon by the governing boards of the Member Agencies, the Department may not incur any debt before the Commencement Date.

SECTION 9 – EMPLOYEE RELATIONS

- 9.1 Status of Employees of the Department. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of employees of the Department when performing their respective functions within

the territorial limits of a Member Agency shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the employees of the Department shall be deemed to be employed by any Member Agency or to be subject to any of the requirements of such Member Agency by reason of their employment by the Department.

9.2 Employee Relations. The Department shall maintain, as necessary, Employer-Employee Relations Procedures, Personnel Rules and Regulations applicable to the Department.

9.3 Bargaining. Bargaining under the Meyers-Milias-Brown Act shall proceed as set forth in this section. Employees of the Department are not employees of any Member Agency. The Board may, as provided in Government Code Section 54957.6, meet in a closed session to provide direction for negotiations as necessary.

SECTION 10 – FIRE CHIEF OF THE DEPARTMENT

10.1 Powers and Duties. The Fire Chief shall have the following powers, responsibilities and duties:

- (a) Planning, coordinating and supervising the operation of the Department on a day-to-day basis to ensure that the policies and direction of the Board are implemented operationally and administratively;
- (b) Making recommendations to the Board regarding the operations of the Department.;
- (c) Supervising and managing the Department personnel;
- (d) Hiring, promoting, demoting, imposing disciplinary action and/or terminating employees of the Department;
- (e) Coordinating and supervising all training;
- (f) Establishing policies and procedures for the Department in order to implement directives from the Board;
- (g) Preparing the annual budget for submission to the Board;
- (h) Management of inter jurisdictional responses under any applicable mutual aid agreements, automatic aid agreements, and the greater alarm plans to operationally implement this Agreement;

- (i) Appointing a qualified employee of one (1) of the Member Agencies or contract with a third party qualified professional to act as Human Resources Director for the Department; and
- (j) Appoint a qualified employee of the Department or one (1) of the Member Agencies as Secretary.

SECTION 11 – INSURANCE AND LIABILITY

- 11.1 Insurance Coverage. Prior to the Commencement Date, the Department shall obtain insurance coverage for its activities. This shall include, but not be limited to, workers' compensation and liability insurance coverage in amounts approved by the Board.
- 11.2 Limitation on Liability.
- (a) Except as provided in Section 12, No debt, liability, or obligation of the Department shall constitute a debt, liability or obligation of any Member Agency.
 - (b) Except as expressly authorized by the Member Agencies, no Member Agency shall be responsible for the acts and omissions of another Member Agency's officers or employees nor shall a Member Agency incur any liabilities arising out of the services and activities of another Member Agency's officers or employees.
- 11.3 Hold Harmless. The Department shall defend, hold harmless and indemnify, to the fullest extent permitted by law, each Member Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to the operation of the Department or its employees, officers or agents or the employees, officers or agents of the Member Agencies while acting within the course and scope of an agency relationship with the Department.

SECTION 12 – PENSION INTEGRITY

- 12.1 Each Member Agency hereby declares its intent to fund its share of the Department's employee pension obligations now and in the future, and to continue to honor its responsibility for its share of those pension obligations (subject to the cost allocation in Section 14.2) should the Member Agency terminate its membership in the Department or the Department terminates.
- 12.2 To fulfill the intent expressed in Section 12.1, each Member Agency agrees:

- (a) It is responsible for the pension obligations for its employees incurred while employed by the Member Agency and before becoming an employee of the Department;
- (b) If the Department contracts with CalPERS for retirement benefits, to be responsible for its proportionate share, in accordance with the allocation in Section 14.2, of the Department's CalPERS liabilities incurred during the Member Agency's membership in the Department;
- (c) To execute an agreement with CalPERS, which may include an agreement in accordance with Government Code Section 20573, to assume the Member Agency's proportionate share of CalPERS liability as expressed in (b)(2) should the Member Agency terminate its membership or the Department terminates.

12.3 If requested to do so by CalPERS, the original Member Agencies agree to execute the agreement in 12.2(c) concurrent with CalPERS executing an agreement with the Department for retirement benefits.

SECTION 12-13 – ADDITION OF MEMBER AGENCIES

Any local agency may apply for membership in the Department. Addition of an agency to the Department shall require approval by the governing boards of all Member Agencies. The Department may require such contributions and conduct such investigations, as it may deem appropriate as a condition of application and approval of additional Member Agencies.

SECTION 13-14 – MAINTENANCE AND OPERATION COSTS: COST ALLOCATION

- 14.1 Records and Accounts. The Department shall cause to be kept accurate and correct books of account, showing capital costs (if any), special services costs, and maintenance and operation costs of the Department. The Department shall maintain accurate and correct books of account showing all Department personnel costs and the costs of maintenance and operation of the Fire Equipment and Joint Facilities, including liability, casualty and workers' compensation insurance and a reasonable depreciation reserve for capital items. The afore described books and records shall be open to inspection at all times during normal business hours by Member Agencies.
- 14.2 Allocation of Expenses. Until changed by mutual agreement of the Member Agencies, the costs and expenses in the approved budget shall be allocated sixty percent (60%) to City of San Mateo and twenty percent (20%) each to Foster City and Belmont.

SECTION 154 – WITHDRAWAL FROM THE JOINT POWERS AUTHORITY

A Member Agency may withdraw from this Agreement by filing written notice of intention to do so with the other Member Agencies at least sixty (60) months in advance of the intended withdrawal date. Notice required by this section cannot be executed prior to July 1, 2028, with the exception of a Life Safety Risk to the community. Any fire service related life safety risk dispute will be arbitrated; if the risk is found to be valid, the withdraw period will be twenty-four (24) months unless otherwise agreed to by Member Agencies.

SECTION 15-16 – DISPOSITION OF ASSETS UPON WITHDRAWAL OF A MEMBER AGENCY

The withdrawal of any Member Agency shall not terminate this Agreement provided at least two (2) Member Agencies remain. Upon withdrawal, the Member Agency's separately owned fire stations, if any, will no longer be available for use by the Department. No Member Agency, by withdrawing, shall, except as may be agreed to by the remaining Member Agencies, be entitled to payment or return of funds paid or Fire Equipment transferred to the Department, if any, by the withdrawing Member Agency to the Department or to any distribution of its assets except for its proportionate share of any unobligated fund balance held by the Department.

SECTION 16-17 – TERMINATION; DISSOLUTION AND DISPOSITION OF ASSETS

176.1 Termination and Dissolution Prior to Commencement Date. When the conditions enumerated in Section 2.10 are satisfied, the Board shall adopt a resolution certifying this fact to the Member Agencies and asking the Member Agencies to approve commencement of operations on a certain date. The governing boards of the Member Agencies shall have forty-five (45) days from the adoption of the resolution to approve commencement of operations. Upon approval of the governing boards of all Member Agencies, the Department shall commence operations. If, on the other hand, the governing boards of all Member Agencies do not approve commencement of operations within forty-five (45) days, the Board shall expeditiously wind down the affairs of the Department, and upon completion, shall dissolve the Department and terminate the Agreement.

176.2 Termination, Dissolution and Disposition of Assets After Commencement Date. After the Commencement Date, this Agreement may be terminated, and the Department dissolved upon the approval by the governing boards of all Member Agencies. Upon termination of this Agreement and dissolution of the Department, property owned by the Member Agencies shall, at that point, no longer be available for use by the Department. Department funds shall first be used to pay expenses, debts, liabilities and obligations of the Department and then allocated based upon the funding formula then current under Section ~~13.2~~14.2 above. The proportionate shares of any assets, equipment or supplies owned by the Department shall be returned to the Member Agencies calculated using that same formula; however, if the Member Agencies are unable to agree on how to

distribute some or all of the Department's non-monetary assets, the disputed assets shall be sold and the proceeds distributed according to the formula described in Section [43-214.2](#). Funds in a depreciation reserve account of Member Agencies subject to the cost allocation formula under Section [43-214.2](#) shall be considered an asset of the Department for purposes of this Section.

SECTION [187](#) – CAPITAL ASSETS

Fire Equipment owned by each Member Agency and transferred to the Department upon the Commencement Date shall become the property of the Department. Transfer of Fire Equipment from new Member Agencies shall be required at the time they join the Department pursuant to Section [4213](#), Addition of Member Agencies, and the Amended JPA Agreement providing for their admission is executed.

SECTION [198](#) – AMENDMENT

This Agreement may be amended from time to time with the written consent of all of the Member Agencies.

SECTION [2019](#) – NOTICE

Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Member Agencies at their addresses as reflected in the records of the Department, and shall be deemed to have been received by the Member Agencies to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

SECTION [210](#) – ATTORNEY'S FEES

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

SECTION [242](#) – SEVERABILITY

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with the law of the State or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION [232](#) – SUCCESSORS

This Agreement shall be binding upon and accrue to the benefit of any successor of a Member Agency.

SECTION 234 – ASSIGNMENT AND DELEGATION

No Member Agency may assign any rights or delegate any duties under this Agreement without the written consent of all other Member Agencies and any attempt to make such an assignment shall be null and void for all purposes.

SECTION 245 – COUNTERPARTS

This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

SECTION 256 – INTEGRATION

This Agreement represents the full and entire Agreement among the Member Agencies with respect to the matters covered herein.

SECTION 276 – EXECUTION

The legislative bodies of the Member Agencies have each authorized execution of this Agreement, as evidenced by the respective signatures attested below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have set their hands the day and year first hereinabove written.

CITY OF SAN MATEO

**CITY OF FOSTER CITY/ESTERO
MUNICIPAL IMPROVEMENT
DISTRICT**

By: _____
Mayor

By: _____
Mayor/President

By: _____
City Manager

By: _____
City/District Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
City Attorney

By: _____
City/District Legal Counsel

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
City Clerk/District Secretary

BELMONT FIRE PROTECTION DISTRICT

By: _____
Mayor

By: _____
District Manager

APPROVED AS TO FORM

By: _____
Attorney

ATTEST:

By: _____
District Secretary



California Public Employees' Retirement System
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (or **888-225-7377**)
TTY: (877) 249-7442
www.calpers.ca.gov

Reference No.:
Circular Letter No.: 200-022-13
Distribution: VI, XII, XVI
Special:

Circular Letter

May 16, 2013

TO: ALL PUBLIC AGENCIES AND SCHOOL EMPLOYERS

SUBJECT: NEW APPLICANT QUESTIONNAIRE FOR ENTITIES REQUESTING TO PARTICIPATE IN CALPERS BENEFIT PLANS

This Circular Letter is a follow-up to Circular Letter 200-013-12, dated April 20, 2012, entitled Internal Revenue Service Advance Notice of Proposed Rulemaking Regarding Definition of a Governmental Plan (CL-200-013-12). Internal Revenue Code ("IRC") section 414(d) generally defines the term "governmental plan" as a plan established and maintained for its employees by the government of the United States, the government of any State or political subdivision thereof, or by any of their agencies or instrumentalities. As discussed in CL-200-013-12, the Internal Revenue Service ("IRS") and the Treasury Department initiated a rulemaking process pursuant to IRC section 414(d) in order to provide additional clarity and guidance to employers regarding their status under IRC section 414(d) and their eligibility to participate in governmental plans. The first step in this process was the issuance of the Advance Notice of Proposed Rulemaking (the "Notice") and the draft proposed regulations included in the Notice (the "Proposed Regulations").

This Circular Letter is intended to provide you with additional information regarding how the Notice and the Proposed Regulations impact the application process for entities' requesting to participate in CalPERS benefit plans (collectively the "CalPERS Plans"). This Circular Letter is not intended to be an analysis of the Proposed Regulations or a definitive statement of their impact on CalPERS or its members and employers, nor should it be relied upon as such.

When an entity requests to participate in a CalPERS Plan, that entity's eligibility must be established. Therefore, each applicant is reviewed individually against CalPERS' eligibility criteria to determine whether it may participate in the CalPERS Plans. Although the Proposed Regulations are not final, and could be revised during the official regulatory process, in order to mitigate potential risks to the CalPERS Plans, its members and employers, CalPERS has decided to incorporate the Proposed Regulations into our existing eligibility review process.

As discussed in CL-200-013-12, the Proposed Regulations include a “facts and circumstances test” to determine whether an entity is an “agency or instrumentality of a State or a political subdivision of a State,” for purposes of IRC section 414(d). Below is a brief summary of the main and other factors that make up this facts and circumstances test.

The first group of the following five factors, which are categorized as “main factors,” include whether:

- The entity’s governing board or body is controlled by a State or political subdivision thereof;
- The members of the governing board or body are publicly nominated and elected;
- A State (or political subdivision thereof) has fiscal responsibility for the general debts and other liabilities of the entity (including funding responsibility for the employee benefits under the entity’s plan);
- The entity’s employees are treated in the same manner as employees of the State (or political subdivision thereof) for purposes other than providing employee benefits (for example, the entity’s employees are granted civil service protection); and
- In the case of an entity that is not a political subdivision, the entity is delegated, pursuant to a statute of a State or political subdivision, the authority to exercise sovereign powers of the State or political subdivision (such as, the power of taxation, the power of eminent domain, and the police power).

The second group of the following eight factors, which are categorized as “other factors,” include whether:

- The entity’s operations are controlled by a State (or political subdivision thereof);
- The entity is directly funded through tax revenues or other public sources;
- The entity is created by a State government or political subdivision of a State pursuant to a specific enabling statute that prescribes the purposes, powers, and manners in which the entity is to be established and operated;
- The entity is treated as a governmental entity for Federal employment tax or income tax purposes (such as, the authority to issue tax-exempt bonds under section 103(a)) or under other Federal laws;
- The entity is determined to be an agency or instrumentality of a State (or political subdivision thereof) for purposes of State laws;
- The entity is determined to be an agency or instrumentality of a State (or political subdivision thereof) by a State or Federal court;
- A State (or political subdivision thereof) has the ownership interest in the entity and no private interests are involved; and
- The entity serves a governmental purpose.

CalPERS has developed a revised Applicant Questionnaire based on the Proposed Regulations that agencies will be required to complete as a first step in the application process. Though at this time we are not asking existing participating agencies in the CalPERS Plans to complete the Applicant Questionnaire, we are providing you with a copy as an attachment to this Circular Letter. In addition, the Applicant Questionnaire will be available on the CalPERS website. CalPERS recommends that all applicants consult with independent legal counsel if they have questions regarding the Applicant Questionnaire or their eligibility to participate in the CalPERS Plans.

The Applicant Questionnaire is only the first step in the eligibility review process and we may require additional documentation from entities during the application process. CalPERS' receipt and review of the Applicant Questionnaire and/or supporting documentation is not an offer to contract, nor is there any guarantee that an applicant will be eligible to participate in the CalPERS Plans.

If you have any questions, please call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**).

KAREN DeFRANK, Chief
Customer Account Service Division

Enclosure:

[Applicant Questionnaire](#)



DATE: April 16, 2018

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jeff Moneda, Public Works Director/District Engineer

SUBJECT: APPROVAL OF A RESOLUTION ACKNOWLEDGING THE INCLUSION OF THE STREET REHABILITATION – ONE BAY AREA GRANT 2 (2018-2019) PROJECT IN THE PROPOSED FY 2018-2019 CAPITAL IMPROVEMENT PROGRAM

RECOMMENDATION

It is recommended that the City Council of the City of Foster City approve a resolution acknowledging the inclusion of the Street Rehabilitation – One Bay Area Grant 2 (OBAG 2) (2018-2019) Project in the proposed FY 2018-2019 Capital Improvement Program.

EXECUTIVE SUMMARY

Senate Bill 1, the Road Repair and Accountability Act of 2017 (SB 1), helps agencies with much-needed funding in order to address basic road maintenance, rehabilitation, and critical safety needs of the local street system. In order to satisfy the requirements for SB 1, it is necessary to pass a resolution acknowledging the inclusion of the Street Rehabilitation – OBAG 2 (2018-2019) Project in the FY 2018-2019 Capital Improvement Program.

BACKGROUND

SB 1 was filed with the Secretary of State on April 28, 2017. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that addresses deferred maintenance on the state highway system and the local street systems. SB 1 funding was established based on the following: increases per

gallon fuel excise taxes, increases in diesel fuel sale taxes and registration fees, and inflationary tax rate adjustments in future years.

As of February 28, 2018, Foster City has received \$20,802 in SB 1 funds for the FY 2017-2018 Annual Pavement Rehabilitation Project.

The City's FY 2018-2019 Street Rehabilitation – OBAG 2 (2018-2019) Project, which was reviewed by the City Council at the March 26, 2018 Budget Study Session, identifies the following funding sources for a total amount of \$1,917,000: City/County Association of Governments (C/CAG) OBAG 2 Grant, Measure A, Gas Tax, Measure M, and SB 1.

ANALYSIS

The Street Rehabilitation – OBAG 2 (2018-2019) Project has been identified for the preliminary FY 2018-2019 budget with a total funding amount of \$1,917,000. SB 1 funds in the amount of \$562,700 allow us to maintain our roadways at excellent levels (Pavement Condition Index of 82) while offsetting funds needed from the General Fund.

Approving the attached resolution will satisfy SB 1 requirements, ensuring compliance with the following Streets and Highways Code:

2034.

(a) (1) Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding shall be adopted by resolution by the applicable city council or county board of supervisors at a regular public meeting.

FISCAL IMPACT

Adoption of the resolution will allow the City to apply for \$562,700 in SB 1 funding.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – CIP ST-01 Street Rehabilitation – OBAG 2 (2018-2019)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY ACKNOWLEDGING THE INCLUSION OF THE STREET REHABILITATION – ONE BAY AREA GRANT 2 (2018-2019) PROJECT IN THE PROPOSED FY 2018-2019 CAPITAL IMPROVEMENT PROGRAM

CITY OF FOSTER CITY

WHEREAS, Senate Bill 1, the Road Repair and Accountability Act of 2017 (SB 1), established a Road Maintenance and Rehabilitation Account to address deferred maintenance on the state highway system and on the local street and road system; and

WHEREAS, SB 1 requires that eligible cities submit a list of proposed projects, adopted by resolution by the applicable city council at a regular public meeting, which would utilize these funds.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Foster City as follows:

1. The Street Rehabilitation – One Bay Area Grant 2 (OBAG 2) (2018-2019) Project is included in the Capital Improvement Program in the FY 2018-2019 Preliminary Budget.
2. The particulars of the project are as follows:
 - a. Anticipated Funding Sources: City/County Association of Governments OBAG 2 Grant (\$441,000), Measure A (\$640,600), Gas Tax (\$161,300), Measure M (\$111,400), and SB 1 (\$562,700);
 - b. Project Description: Street Rehabilitation including localized asphalt concrete repairs, surface overlays, and installation of sharrow symbols and legends. The project also includes ADA ramp upgrades, and curb and gutter and sidewalk repairs as necessary;
 - c. Project Location: East Hillsdale Boulevard from Rainbow Bridge to Gull Avenue, and Edgewater Boulevard from Beach Park Boulevard to East Hillsdale Boulevard;
 - d. Proposed Schedule: July 2019 through September 2019;
 - e. Estimated Useful Life: 10 to 20 years.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Foster City at the regular meeting held on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

CIP PROJECT DESCRIPTION FOR FIVE-YEAR FINANCIAL PLAN

STREET REHABILITATION – OBAG2 (FY 2018-2019)

	Funding Sources					Total
	OBAG2	Measure	Gas Tax	Measure M	SB1	
	Grant	A	(2103)			
2018-2019	441,000	640,600	161,300	111,400	562,700	1,917,000
2019-2020	-	-	-	-	-	-
2020-2021	-	-	-	-	-	-
2021-2022	-	-	-	-	-	-
2022-2023	-	-	-	-	-	-
Total	441,000	640,600	161,300	111,400	562,700	1,917,000

Expenditures	Expenditure Categories				Total
	Estimated Project Cost	Inflation %	Inflation		
			Escalation		
2018-2019	1,533,600	0%	-	-	1,533,600
2019-2020	-	3%	-	-	-
2020-2021	-	6%	-	-	-
2021-2022	-	9%	-	-	-
2022-2023	-	12%	-	-	-
Subtotal	1,533,600		-	-	1,533,600
Contingency 25%	383,400		-	-	383,400
Totals	1,917,000		-	-	1,917,000

through the PMP program analysis. The program also helps determine the most cost-effective treatment to extend the life of the roadway. The normal repair methods include: crack seal, slurry seal, dig-out repairs and surface overlays. The project also includes curb and gutter replacement and sidewalk repairs on the streets that are being repaired. Sharrow symbols/legends will be incorporated in this project as appropriate.

City/County Association of Governments (C/CAG) adopted the One Bay Area Grant (OBAG) 2 framework that directed grant funding for the preservation of local streets and roads on the federal-aid system. The city submitted an application to OBAG 2 and was approved for funding in the amount of \$441,000 which will be added to the project. Funding for the local share of the project will be provided by Measure A, Measure M, Gas Tax, and SB 1. A cost estimate of \$1,917,000 was prepared by staff.

Funding is requested in the amount of \$1,917,000 in FY 2018-2019 for the project.

ESTIMATED PROJECT SCHEDULE:

Project Design (In-house)

FY 2018-2019

Construction

Summer 2019

PROJECT PRIORITY CATEGORY: APROJECT DESCRIPTION:

Ongoing maintenance of the public streets is essential. This project is intended to repair/resurface public streets. To implement this ongoing program in the most cost-effective manner, a Pavement Management Program (PMP) is used. The streets are inspected every two years and the database is updated in the PMP. The streets selected for the project are determined primarily



DATE: April 16, 2018

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Dante Hall, Assistant City Manager
Vanessa Brannon, Management Analyst

SUBJECT: UPDATE ON ECONOMIC DEVELOPMENT STRATEGIC PLAN

RECOMMENDATION

It is recommended that the City Council, by minute order, accept this Economic Development Strategic Plan Update for Fiscal Year 2017-18.

INTRODUCTION

City Council had previously adopted the Economic Development Strategic Plan on September 19, 2016. The attached report includes updates for Fiscal Year 2017-2018.

BACKGROUND/ANALYSIS

On September 19, 2016, City Council approved the first two years of the Economic Development Strategic Plan. The Economic Development Strategic Plan was based on five major Guiding Principles that include:

1. Maintain positive, ongoing relationships with the Foster City business community and economic development stakeholders;
2. Create and sustain a safe, clean, green, and fiscally sound business environment that benefits all those that live, work and play in this City;
3. Support the health and growth of businesses, especially in the areas of business intelligence and training, workforce development, workforce housing, and access to capital;

4. Continue to invest in public infrastructure that commercial and residential property owners need to thrive; and
5. Improve Foster City's transportation network to address traffic congestion for commuters and residents.

The Guiding Principles were intended to provide an overarching long-term compass for day-to-day decisions, tasks, and programs. Since the last update to Council in June of 2017, City Staff has made progress on several Economic Development initiatives in FY 17-18.

Under the umbrella of the City Manager's Office, the City launched the Ombudsman Program which assists businesses and developers in navigating the City's regulations and requirements. Since launching, staff has committed over 150 hours towards assisting various Foster City businesses. Complaints from developers and businesses have dropped considerably since the initiation of this program. Additionally, staff continues to conduct business visitations, meeting with many new and existing businesses.

The City continues to send out e-Newsletters to over 2,300 subscribers on topics ranging from transportation, housing, business spotlights, and other topics affecting the business community.

City Council approved the Commercial Facade Improvement Grant Program in October 2017 which offers matching grants to enhance or restore the condition and appearance of commercially zoned shopping centers within the City. Beach Park Plaza submitted plans to the Planning Commission in April, 2018 and will be applying for the grant funding in FY 18-19

City staff also completed comprehensive economic development branding, launching the "Foster City: Small City, Big Vision" strategy which includes digital elements housed on the Sustainable Foster City website.

City Council approved the 92 Corridor Alliance group in October 2017. This partnership includes the City of San Mateo, the Foster City and San Mateo Chambers of Commerce and several large businesses along the 92 corridor.

At the March 19, 2018 City Council Meeting Council received the General Plan Annual Report for 2017 which included highlights of accomplishments in implementation of General Plan programs for 2017 and touched upon many Economic Development initiatives.

FISCAL IMPACT

There is no fiscal impact associated with accepting this report.

Attachment:

Attachment 1 - Economic Development Strategic Plan Update FY 17-18

CITY OF FOSTER CITY
ECONOMIC DEVELOPMENT STRATEGIC PLAN



Foster Good Governance & Communication

- Business Ombudsman Program
- Business Development Portal
- Business Communication Initiatives



Leverage Private Investment

- KIVA—Foster City
- Commercial Improvement Program
- Grow Foster City Business Loans



Recruit New Businesses in Priority Locations / Industries

- Comprehensive Branding and Marketing
- Gig Economy Policy Review



Support Business Growth & Development

- Retail / Commercial Assessment
- Cross Promotional Marketing Opportunities



Protect Existing Affordable Workforce Housing

- Funds for Protecting and Creating Workforce Housing
- Housing Subsidies for Workforce



Improve Transportation & Circulation Network To Meet Community Needs

- Connect Foster City Portal
- Carpool Incentive Program
- Transportation Planning & Policy Group

Economic Development Strategic Plan

FY 17/18 Update

Goal: Foster a strong, sustainable local economy and business climate through improved business customer service and communication.

Guiding Principle: Maintain positive, ongoing relationships with the business community and economic development stakeholders.

Business Ombudsman Program

The Foster City Ombudsman is available to help businesses navigate through the network of local, regional, state and federal agencies and regulations. The Business Ombudsman serves as the liaison between the City and the business community, is responsible for addressing the questions and concerns of local businesses, and guarantees that the City's merchants receive prompt and complete responses.



Expected Outcome: Business community and developer complaints and frustrations are lowered and the City's reputation is raised by demonstrating proactive problem-solving.

Performance Measure: This is a new initiative. The first year will establish the baseline of number of direct contacts for Business Ombudsman Services.

FY 17/18 Update: Since launching in August of 2016, staff has committed over 150 hours assisting the Foster City business community. Complaints from developers and businesses have dropped considerably since the initiation of this program. Staff was able to assist in fast-track the opening of the Chess Retail Center and the new Marriot TownePlace Suites. Since opening, TownePlace Suites has generated significant TOT revenue.

Business Development Portal

Web portal for small and medium-sized business owners as part of the Economic Development – Sustainable.Fostercity.org website. The portal has several components, including:

Business Intelligence Assistance – SizeUp



Utilizing the SizeUp tool, businesses will receive assistance with mapping customers, competitors and suppliers and locating the best places to advertise. SizeUp is a business intelligence software tool that provides three core features that enable small business owners to make more intelligent decisions, such as Mapping of the competition (where competitors, customers, and suppliers are located); Benchmarking a specific business (how a particular business "sizes up" by comparing its performance to all competitors in the industry), and Advertising by identifying areas with the highest total or average revenue for an industry, and the most underserved markets).

Expected Outcome: Businesses will be able to better market to and engage their customer base thus creating opportunities for growth.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses using services.

FY 17/18 Update: Link housed on the Economic Development page on the Sustainable Foster City Web Portal.

Property Search Assistance

This tool will provide up-to-date information and mapping of available commercial properties for lease and sale in Foster City. Businesses may search the database for the type of property needed, whether for lease or sale, and information regarding vacancies at each property, realtors, and asking price.

Expected Outcome: Businesses will be able search available Foster City properties in real-time.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses using services.

FY 17/18 Update: Link housed on the Economic Development page on the Sustainable Foster City Web Portal.

Business Permit Assistance

Utilizing California Gold and City information, the Permit Assistance tool is an electronic portal that will provide comprehensive permit assistance and regulatory compliance information locally and statewide to all businesses by serving as the central source of permit guidance.

Expected Outcome: Businesses will be able research property permit data in real-time.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses using services.

FY 17/18 Update: Link housed on the Economic Development page on the Sustainable Foster City Web Portal.

Business Communication Initiatives

Communication initiatives promote two-way dialogue between the City and the business community. The communication strategy will include the following elements:

Business Roundtables

Business Roundtable meetings will be held quarterly to review and discuss local business issues within the community and issues of regional or statewide significance. These Roundtables foster dialogue not just between the business community and government but also amongst the businesses.

Expected Outcome: Build and grow strong relationships with the Foster City business community through transparent, positive and forward-thinking communication.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses attending roundtable meetings.

FY 17/18 Update: In 2016, the City conducted two business outreach meetings with over 81 attendees. In 2017, the City held one business roundtable attended by 50 small and large business members. Additionally, as part of the Community Dialogue Series, business members attended sessions on transportation, workforce housing and commercial retail. Another Business Roundtable is schedule for May 10, 2018 at the Community Center.

Business Visitation Program

Regular Business Visitation Meetings will provide a great opportunity for company representatives and City staff to meet and discuss business operations, business information and resources, future expansion plans and many other business-related topics. It also provides businesses with an opportunity to share and showcase what they do best. Businesses may also request to schedule visitations.

Expected Outcome: Create and foster individual relationships within the business community.

Performance Measure: Staff will meet with the top 25 businesses in Foster City once every two years.

FY 17/18 Update: The City has conducted 75 business visitations with Foster City businesses (and potential businesses) during fiscal year 2016-2017. Staff conducted 50 additional business visitations during fiscal year 2017–2018 so far.

Business e-Newsletters

E-newsletter produced and distributed by the City highlighting economic development initiatives, major projects affecting the city, and reaffirming the City’s commitment to the business community.

Expected Outcome: Build and grow strong relationships with the Foster City business community through transparent, positive and forward-thinking communication.

Performance Measure: This is a new initiative. The first year will establish the baseline of number Foster City businesses attending roundtable meetings.

FY 17/18 Update: The City continues to send out e-Newsletters to over 2,300 subscribers on topics ranging from transportation, housing, business spotlights, and other topics affecting the business community.

Policy Review

Improving business customer services long-term will require the City to provide “end-to-end” leadership, guidance and accountability for doing business with the City. The policy review initiative will seek to work with the Community Development Department, the City Attorney, and the business community to conduct an internal evaluation of any potential concerns related to established City policies or procedures that have a negative impact on business - and if necessary,

modify those policies in accordance with City Council direction. The policy review process will focus on the following components:

- **Core Business Processes** – Are processes in development services integrated and efficient, and do they reflect a culture that is sensitive to the customer’s point of view?
- **Public Interface** – Are our internal procedures and communication mechanisms for staff, customers, and citizens structured to share information freely, manage projects effectively, and resolve issues or conflicts as they occur?
- **Regulatory Framework** – Are the policies, codes, and support documents that drive the development services process understandable, objective, and reasonable?

Expected Outcome: Create a “business-friendly” environment by evaluating current City policies to ensure they allow business growth in Foster City, while still maintaining legal integrity.

Performance Measure: Increased customer satisfaction regarding business processes and development.

FY 17/18 Update: The City Council approved the Commercial Linkage Fee Policy on December 19, 2016. Additional policy review will occur on an as needed basis.

Goal: Facilitate public-private agreements to leverage private investment in businesses and privately owned buildings.

Guiding Principle: Support the health and growth of businesses, especially in the areas of business intelligence and training, workforce development, workforce housing, and access to capital.

Kiva-Foster City Microloan Program

Kiva is an online platform that enables individual lenders to “crowd-fund” interest-free loans directly to small business owners, micro-enterprises and entrepreneurs. As a Kiva trustee, the City of Foster City would contribute funds and endorse micro enterprises that demonstrate growth opportunities and meet a community need. Borrowers with community support, who may or may not be eligible for conventional lending, would raise up to \$5,000 from their supporters and could eventually be eligible for up to \$50,000 in loans through Kiva crowd-sourcing. Foster City would match any funds raised.



Expected Outcome: Create financial opportunity within the small business and micro-enterprise community in Foster City.

Performance Measure: Amount of small or micro loans completed through KIVA Foster City portal.

FY 17/18 Update: The Kiva-Foster City Microloan program was approved by Council on November 21, 2016. Marketing will began in earnest in November of 2017 to coincide with the San Jose-Peninsula Kiva Program launch. A Kiva-Foster City Workshop is scheduled for April 25, 2018 to further promote the program to Foster City Small and Micro Businesses.

Commercial Façade Improvement Grant Program

The purpose of the Commercial Façade Improvement Program is to provide matching grants (up to \$300,000 or an amount determined by the City) to enhance or restore the condition and appearance of commercially zoned shopping centers within the City. Eligible program expenditures include, but not limited to: exterior painting & lighting, new, or refurbishment of existing, awnings, new signs, and/or replacement, retrofit, or restoration of legacy signs, replacement or refurbishment of non-structural materials/features such as cornice bands, parapets and similar decorative / architectural features, new, repaired or refinished stucco, wood, stone, brick, metal, tile or other exterior building materials, parking lot improvements, and landscaping upgrades. The goal of this project is to facilitate and leverage public/private reinvestment into Foster City shopping centers.

Expected Outcome: Creates incentives for property-owners to update and maintain public-facing facades.

Performance Measure: Amount of private investment leveraged through economic development efforts.

FY 17/18 Update: City Council approved the program in October 2017 offer grants to Foster City shopping centers. Beach Park Plaza submitted plans to the Planning Commission in April, 2018 and will be applying for the grant funding in FY 18-19

Grow Foster City Business Loan Program

The City of Foster City, in partnership with the Grow America Fund (GAF), would establish and capitalize the Grow Foster City Fund as an economic development tool designed to assist eligible businesses to obtain financing needed for growth. The Grow America Fund is operated as a subsidiary of the National Development Council, a nationwide, private, non-profit corporation designated as a Small Business Lender who is qualified to serve as a Small Business Administration (SBA) 7(a) lender. Loans made under this program are underwritten by the Grow America Fund and guaranteed by the Small Business Administration (SBA) from \$100K to \$2M. The SBA guarantees a portion of each loan, usually 75 percent. Grow America Fund sells the guaranteed portion to investors. The sale proceeds are then used to make more loans. The remaining 25 percent of the loan is retained by Grow America Fund and serviced on behalf of the City.

Expected Outcome: Provide Foster City businesses with access to large amounts of capital for growth and expansion needs.

Performance Measure: Amount of private investment leveraged through economic development efforts; Value of new construction; Percent increase in business property tax base.

FY 17/18 Update: This program is on hold.

Goal: Recruit and secure new businesses in priority locations/industries that are a good fit for Foster City, with a focus on biotech, technology, research & development, and business-to-business sales tax generators.

Guiding Principle: Maintain positive, ongoing relationships with the business community and economic development stakeholders.

Comprehensive Brand Assessment and Marketing and Communication Strategy

Refine the City's Brand to showcase Foster City's strengths as a premier place to conduct and grow business. Create a framework which promotes Foster City as a forward-thinking, progressive and community-focused organization through consistent messaging in a wide range of communication channels, including print, social media, electronic media and presentations.



Expected Outcome: The creation of a consistent and strategic brand identity will demonstrate to potential and current businesses that the City of Foster City understands marketing and economic trends.

Performance Measure: Increased awareness of Foster City economic development "brand" and identity.

FY 17/18 Update: "Small City, Big Vision" branding is completed and integrated into marketing materials and the Economic Development portal on Sustainable Foster City.

Welcome to Foster City Program

Implement "Welcome to Foster City" marketing materials and outreach campaign to greet new businesses into the city as well as promote Foster City as a destination location for new businesses. These marketing materials will help create a Foster City business identity to attract new and upcoming industries.

Expected Outcome: Consistent and professional marketing materials will attract new businesses to Foster City.

Performance Measure: Outreach materials yield increased awareness of Foster City economic and business "branding" and / or business license applications.

FY 17/18 Update: Digital versions of the new branded marketing materials are up on the Economic Development portal on the Sustainable Foster City website. Printed materials will be produced in April of 2018.

Gig Economy Policy Review

Explore mutually beneficial policies to address emerging gig economy network activity of companies who use digital platforms as their primary business model (such as Uber, Lyft and

Airbnb) and residents who use digital platforms as their primary means of employment. Outreach to current gig workers in Foster City through community forums.

Expected Outcome: Review and possible creation of policies to address emergent employment and business trends.

Performance Measure: Increased awareness of gig economy impacts on Foster City economic and business environment. Conduct community forums addressing gig workers in Foster City.

FY 17/18 Update: City Council approved Starship Technologies to operate autonomous delivery robots in the City of Foster City in September, 2017. Visa will be using Foster City as their test city to roll out their Auto-pay program.

Goal: Support existing businesses, especially in the areas of promotion, and facilitate the availability and diversity of goods and services for residents and the daytime employee population.

Guiding Principle: Maintain positive, ongoing relationships with the business community and economic development stakeholders.

Retail / Commercial Assessment Report Update

Working with the Community Development Department and the Land Use Ad-Hoc Sub Committee, reevaluate existing retail centers and clusters in Foster City and identify the implications of all the data on Foster City's retail marketplace. Based on that analysis, explore opportunities to diversify the availability of additional amenities, such as sit-down restaurants.

Expected Outcome: Have a better understanding on the economic health of the retail and commercial centers in Foster City.

Performance Measure: Production of fiscal report.

FY 17/18 Update: This assessment report will be produced in Fiscal Year 17-18.

Digital Marketing

Explore opportunities to leverage the unique capabilities of mobile devices to promote Foster City businesses. Create Foster City exclusive mobile applications to encourage "Shop Local" initiatives. Local business marketing and promotions could be included the mobile application.

Expected Outcome: Provide and promote unique channels for marketing opportunities.

Performance Measure: Provide and promote unique channels for marketing opportunities.

FY 17/18 Update: This initiative will integrated into the FY 18-19 Sustainable Foster City Plan.

Business to Business Network

A business-to-business e-platform to connect individual businesses in Foster City. Businesses can directly contact each other in order to partner and grow their businesses. By providing information about products and services, other businesses can find ways to collaborate in mutually-beneficial partnerships.

Expected Outcome: Provide and promote unique channels for collaborative businesses-to-business connections.

Performance Measure: Provide and promote unique channels for collaborative businesses-to-business connections.

FY 17/18 Update: This initiative will integrated into the FY 18-19 Sustainable Foster City Plan.

Business Spotlight Program

On a quarterly basis, the "Foster City Business Spotlight Program" recognizes a major and a small local business for their contribution to the City of Foster City. This program is also designed to increase awareness of local shopping and employment opportunities.

Expected Outcome: Increased exposure for local businesses through recognition by City Council.

Performance Measure: Percent increase in business tax base.

FY 17/18 Update: This initiative will integrated into the FY 18-19 Sustainable Foster City Plan.

Goal: Protect existing affordable workforce housing whenever possible.

Guiding Principle: Support the health and growth of businesses, especially in the areas of business intelligence and training, workforce development, workforce housing, and access to capital.

Commercial Linkage Fee

Continue to explore the potential of housing impact fees on new developments as a way to provide funding for affordable workforce housing programs. At the August 15, 2016 Council Meeting City Council directed staff to proceed in preparing a draft ordinance establishing a Commercial Linkage Fee on new commercial development to support workforce housing.

Expected Outcome: Commercial Linkage Fees would provide funding to low-income and workforce housing.

Performance Measure: Funds available for affordable workforce housing programs and initiatives.

FY 17/18 Update: The City Council approved the Commercial Linkage Fee Policy on December 19, 2016. Funds generated from this fee will be used to maintain or create affordable workforce housing opportunities.

Preservation of Existing At-Risk Affordable Housing Stock

Work with owners of facilities with affordable housing covenants that are due to expire to negotiate extensions of affordability agreements.

Expected Outcome: Preservation of Foster City affordable housing stock.

Performance Measure: Number of workforce housing units increased or retained.

FY 17/18 Update: This initiative is currently on hold.

Partner with Non-Profit Affordable Housing Developers

Preserve affordable housing for the long term by acquiring at-risk units or acquiring covenants restricting the units and partner with a local non-profit organization to manage the units.

Expected Outcome: Acquisition and management of at-risk low income housing units through partnerships with local non-profits.

Performance Measure: Number of workforce housing units increased or retained.

FY 17/18 Update: This initiative is currently on hold.

Reestablish First-Time Homebuyer Assistance Program

Use eligible funding source to provide down payment assistance to eligible first-time homebuyers who earn up to 120% of median income levels.

Expected Outcome: Provide assistance to low-income families and workers allowing them to work and live in Foster City.

Performance Measure: Number of workforce housing units increased or retained.

FY 17/18 Update: City Council approved a term sheet with Saris Regis and will consider workforce housing for city employees at the Pilgrim Triton site. Additionally, City Council is considering an Employee Rental Assistance Program. This initiative is currently on hold.

Goal: Facilitate an improved transportation and circulation network that provides for the diverse transportation needs of daytime employees and residents.

Guiding Principle: Improve Foster City's transportation network to address traffic congestion for commuters and residents.

Connect Foster City Portal

Through a partnership with the City of San Mateo, Commute.org, SamTrans and the Metropolitan Transportation Commission, the Connect Foster City portal will include a targeted marketing campaign and user-friendly website for residents and employees to explore the myriad of alternative transportation options available within the City of Foster City. Additionally, the site will be used to promote commuter-focused incentives.

Expected Outcome: Increase awareness to residents and workers of the variety of available alternatives to single-occupancy vehicles, reducing vehicle miles traveled and greenhouse gas emissions.

Performance Measure: This is a new initiative. The first year will establish the baseline of number individuals utilizing the tool.

FY 17/18 Update: At only a fraction of the proposed cost, staff will be officially launching the Connect Foster City transportation web portal in March, 2017. Residents, visitors and employees in Foster City can visit the website to learn about the many transportation options available in and out of the City. Commute.org actively promotes Foster City's transportation web portal.

Launch of Foster City Carpooling Incentive Program

The Carpooling Incentive Program is designed to reduce inbound and outbound traffic congestion in Foster City during peak commute times by promoting a carpooling application developed by SCOOP Technologies to commuters. For a one-time investment of \$60,000, the program will incentivize commuters to carpool when coming to and leaving Foster City for work. For a 6 month period, all commuters who use the SCOOP carpooling application will be able to take advantage of a discounted price of \$2 (the regular price for this service is \$6). Drivers who use the SCOOP Carpooling application during peak traffic times will receive a \$5 reimbursement per passenger. SCOOP will provide monthly reports of major statistics including registrations, matched users, trips reduced, miles saved, and emissions savings.

Expected Outcome: Program seeks to reduce single occupancy vehicle trips during peak commute hours, and reduce the impacts of traffic congestion.

Performance Measure: Reduce 15,000 to 20,000 vehicle trips during peak commute hours; and reduce greenhouse gas emissions by 200 tons.

FY 17/18 Update: The Foster City – Scoop program had been hugely successful with over 15,000 carpool trips taken between October, 2016 and June, 2017. Staff brought an additional subsidy of \$30,000 to Council on March 6, 2017. After Foster City funds were depleted the County of San Mateo pledged \$1 million in subsidy funding to promote the program County-wide. Additionally, this highly successful program saved over 375,000 pounds of CO2 and there were 15,000 fewer in/out Foster City trips.

92 Corridor Alliance (formerly Innovation Cluster Transportation and Policy Focus Group)

Sponsor a public-private Transportation and Policy Focus Group to evaluate and encourage more efficient use of transportation and parking resources throughout the City and serve in an advisory role on local policy initiatives that impact the business community.

Expected Outcome: Create open dialogue between public and private Foster City stakeholders regarding transportation and traffic issues.

Performance Measure: Establish Transportation & Policy Focus Group and convene meetings to discuss local transportation and traffic issues.

FY 17/18 Update: City Council approved the 92 Corridor Alliance group in October 2017. This partnership includes the City of San Mateo, the Foster City and San Mateo Chambers of Commerce and several larger businesses along the 92 corridor. 92 Corridor Alliance initiative will be integrated into the FY 18-19 Sustainable Foster City Plan.

Continued Participation in Regional Transportation Planning

Continue to work with local and regional traffic congestion management advocates to evaluate, support and monitor their respective management goals.

Expected Outcome: Increase awareness of regional transportation goals and strategies, while advocating for solutions in Foster City and address impacts caused by traffic congestion.

Performance Measure: Staff will serve on the Supervisory committee to Commute.org and work with SamTrans and (City/County Association of Governments (C/CAG) of San Mateo County on regional traffic issues.

FY 17/18 Update: Staff has successfully partnered with Commute.org as an early adopter of their Ride Amigos software platform bringing transportation alternatives to Foster City commuters and the platform will be launched in March, 2017. The City also joined the Get Us Moving San Mateo Technical Advisory Committee.



DATE: April 16, 2018

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Kevin Miller, City Manager

SUBJECT: ESTABLISHING A LONG TERM STRATEGIC PLANNING
SUBCOMMITTEE AND APPOINTING COUNCIL LIAISONS TO THE
SUBCOMMITTEE

RECOMMENDATION

It is recommended that the City Council by minute order, take the following actions:

1. Establish a Long Term Strategic Planning Subcommittee; and
2. Appoint Mayor Sam Hindi and Councilmember Charlie Bronitsky as the liaisons to the Long Term Strategic Planning Subcommittee and update the Council Liaisons List.

BACKGROUND AND ANALYSIS

This Long Term Strategic Planning Subcommittee will be established as recommended by the Mayor and adopted by minute order by the City Council. This subcommittee will be tasked to meet as necessary to discuss long term strategic initiatives to be brought back to the City Council for consideration and policy direction.

The City Council has ad hoc subcommittees for Land Use, Infrastructure/Facilities, Communications & Public Engagement, Transportation, Economic Development/Sustainability, Levee, and City Manager Performance Review. These subcommittees were created to assist with executing the City Council's mission, values, and priorities.

At this meeting the City Council is asked to establish the subcommittee and then

appoint Mayor Sam Hindi and Councilmember Charlie Bronitsky to serve as the liaisons on the subcommittee. Staff will then update the Council Liaisons List to include the Long Term Strategic Planning Subcommittee with its designated Council Liaisons.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachment:

- Attachment 1 - Draft Council Liaisons List Dated April 16, 2018

FOSTER CITY COUNCIL LIAISONS

POLICY/REGULATORY AGENCIES

REPRESENTATIVE/ALTERNATE

- | | | |
|----|--|------------------|
| 1. | Airport Community Roundtable | Hindi |
| 2. | Airport Land Use Committee (C/CAG) | Perez |
| 3. | Association of Bay Area Governments (ABAG) | Mayor/Vice Mayor |
| 4. | City/County Association of Governments (C/CAG) | Perez/Hindi |
| 5. | Council of Cities – City Selection Committee | Mayor |
| 6. | League of California Cities | Mayor/Pollard |

FOSTER CITY ADVISORY COMMITTEES

- | | | |
|----|--------------------------------------|---------------|
| 1. | Audit | Pollard |
| 2. | Information Technology | Pollard/Hindi |
| 3. | Parks and Recreation | Mahanpour |
| 4. | Planning Commission | Bronitsky |
| 5. | Traffic Committee | Hindi |
| 6. | Youth Advisory | Perez |
| 7. | Ad Hoc Citizens Education Facilities | Bronitsky |

OTHER ORGANIZATIONS (non-regulatory)

- | | | |
|-----|---|---------------------|
| 1. | Bay Area Water Supply and Conservation Agency (BAWSCA) | Bronitsky/Hindi |
| 2. | Chamber of Commerce | Pollard |
| 3. | Emergency Services Council | Bronitsky |
| 4. | Housing Endowment and Regional Trust (HEART) Joint Powers Authority Member Agency Committee | Bronitsky |
| 5. | Library Joint Powers Authority | Mahanpour |
| 6. | Peninsula Clean Energy Authority | Pollard/Mahanpour |
| 7. | Peninsula Traffic Congestion Relief Alliance | Hindi/Pollard |
| 8. | San Francisco Bay Area Regional Water System Financing Authority (RFA) | Bronitsky |
| 9. | San Mateo County Pre-Hospital Emergency Services Medical Group Joint Powers Authority | Mahanpour |
| 10. | San Mateo-Foster City Elementary School District | Bronitsky/Mahanpour |
| 11. | San Mateo Union High School District | Pollard/Perez |
| 12. | South Bayside Waste Management Authority (SBWMA) | Bronitsky/Perez |

FOSTER CITY COUNCIL SUBCOMMITTEES

SUBCOMMITTEES

1. Land Use
2. Infrastructure/Facilities
3. Communications & Public Engagement
4. Transportation
5. Economic Development/Sustainability
6. Levee
7. City Manager Performance Review
8. Long Term Strategic Planning

REPRESENTATIVE(S)

Bronitsky & Mahanpour

Hindi & Mahanpour

Perez & Pollard

Hindi & Pollard

Bronitsky & Hindi

Bronitsky & Pollard

Mahanpour & Perez

Hindi & Bronitsky



DATE: April 16, 2018

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jennifer Liu, Parks and Recreation Director

SUBJECT: AGREEMENT WITH BURKS TOMA ARCHITECTS TO PROVIDE
CONCEPTUAL DESIGN SERVICES FOR THE RECREATION CENTER
MASTER PLAN (CIP 301-678)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing an agreement to Burks Toma Architects in an amount not-to-exceed \$296,927 for Conceptual Design Services for a Multi-Use Recreation/Community Facility and Adjoining Park and establish a contingency in the amount of \$3,000 with authorization given to the City Manager to execute contract amendments up to the contingency amount.

EXECUTIVE SUMMARY

On December 18, 2017, the City Council passed Resolution No. 2017-95 authorizing a Request for Proposal for Conceptual Design Services for a Multi-Use Recreation/Community Facility and Adjoining Park. The purpose of this project is to begin to focus the options for the Recreation Center facility and site such that the impact of the various options for the project can be better understood and the scope of the project can be more defined.

The Request for Proposal was issued on January 8, 2018, and nine (9) proposals were received. Based upon a thorough review of the proposals, City staff invited the top four (4) most qualified firms with the most responsive proposals to an in-person interview process. Based upon the information presented in-writing and in-person, City staff recommends awarding the contract to Burks Toma Architects (Burks Toma) for an

amount not-to-exceed \$296,927 and establishing a \$3,000 contingency with authorization given to the City Manager to execute contract amendments up to the contingency amount.

The Recreation Center Project City Council Subcommittee has reviewed and concurs with the recommendation.

BACKGROUND

The Recreation Center opened to the public in 1974. Due to its location as a central amenity in Foster City’s “crown jewel” Leo J. Ryan Park, the William E. Walker Recreation Center is a hub of activity in the Foster City community. The current need for significant structural upgrades to this aging facility has dictated the timing for a conversation about achieving the best and highest use of the Recreation Center facility and its surrounding park amenities.

The City has solicited and received extensive public input regarding the Community’s recreation programming and facility needs. Based upon this engagement process the City Council passed Resolution No. 2017-95 (Attachment 3) authorizing City staff to issue a Request for Proposals (RFP) for Conceptual Design Services for a Multi-Use Recreation/Community Facility and Adjoining Park at its Regular Meeting on December 18, 2017. This step in the process will allow the City Council to begin to focus the options for the facility and site such that the impact of the various options for the project can be better understood and the scope of the project can be more defined.

The Request for Proposal (RFP) language was reviewed by the City Council Subcommittee and the RFP was issued on January 8, 2018. Nine (9) proposals were received from design teams by the February 15, 2018 RFP due date. Based upon a thorough review of the proposals, one proposal was deemed to be unresponsive and City staff selected the top four (4) most qualified firms with the most responsive proposals and conducted in-person interviews with the teams on March 12, 2018.

ANALYSIS

The four (4) firms invited to the interview portion of the selection process were Burks Toma Architects, Group 4 Architects, Noll & Tam Architects, and DAHLIN Group. City staff was highly impressed with all of the four (4) top rated proposals and teams. All four (4) have extensive background and experience with public projects and have excellent examples of past projects on which they have taken a leading role. Table 1 shows the proposals by cost:

Table 1: Summary of Top 4 Proposals

Proposer	Proposal Cost
Burks Toma Architects	\$296,927
DAHLIN Group	\$298,184 – \$309,684
Group 4 Architecture	\$298,449 – \$346,129
Noll & Tam Architects	\$233,589 – \$285,889

Based upon the content in the written proposals and the information received in the in-person interview process, City staff recommends engaging Burks Toma Architects for this important Conceptual Design contract.

Burks Toma demonstrated the best understanding of the project, the project scope and the importance of the project within the context of the Foster City community. In addition, they proposed an individualized, City-driven process that will respond specifically to City Council and City staff priorities, ensuring that the completed conceptual designs will truly reflect the vision that the City and the community have for the project.

Burks Toma clearly understood the public decision-making process and built a proposed schedule that wove a commitment to completing the project on time and on budget with an agility that will work within the City’s decision-making timeline and process.

Burks Toma demonstrated thorough attention to detail and responsiveness throughout the proposal process. City staff believes that this level of detail will also be applied to the attention and care that will be given to this high-priority City project.

Burks Toma was the lead architectural firm on the Foster City’s Teen Center project. The City has been pleased with the quality and maintainability of “The Vibe” and had positive experiences throughout the design process.

While a small firm, Burks Toma put together an impressive team for the Recreation Facility Conceptual Design project that reflects their commitment to quality, as well as their understanding of the City’s priorities, through the selection of strong partners with excellent specialty expertise and experience. Landscape design firm, Placeworks, Inc., will ensure integration and flow between the interior and exterior aspects of the project. Land Economics Consultants will assist with determining what types of uses might be economically viable on the site and options for the City to privatize portions of the project. (Land Economics also conducted the Preliminary Market Analysis for retail/restaurant uses on the 15-acre site now finishing development adjacent to City Hall.) TBD Consultants will provide cost estimating on the various conceptual designs.

The Recreation Center Project City Council Subcommittee has reviewed and concurs

with the recommendation.

FISCAL IMPACT

There is available funding of \$300,000 for this project in CIP 301-678 Recreation Center Master Plan. The “not-to-exceed” amount for this agreement is \$296,927. There is sufficient funding in the project budget for the contractual services and the \$3,000 contingency.

Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Agreement with Burks Toma Architects
- Attachment 3 – Resolution No. 2017-95 Authorizing Request for Proposal
- Attachment 4 – Summary of Proposals Received
- Attachment 5 – Proposal from Burks Toma Architects
- Attachment 6 – Request for Proposal for a Multi-Use Recreation/Community Facility and Adjoining Park

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING AN AGREEMENT WITH BURKS TOMA ARCHITECTS IN THE AMOUNT NOT TO EXCEED \$296,927 FOR CONCEPTUAL DESIGN SERVICES FOR THE RECREATION CENTER MASTER PLAN PROJECT (CIP 301-678)

CITY OF FOSTER CITY

WHEREAS, the City Council adopted Resolution No. 2017-95 on December 18, 2017, authorizing staff to issue a Request for Proposal for Conceptual Design Services for a Multi-Use Recreation/Community Facility and Adjoining Park for the Recreation Center Master Plan (CIP 301-678) project; and

WHEREAS, a Request for Proposal was issued by the City on January 8, 2018; and

WHEREAS, nine (9) proposals were received by the February 15, 2018 deadline; and

WHEREAS, four (4) highly qualified firms were selected from the responsive proposals to participate in an in-person interview process; and

WHEREAS, based upon all of the information received throughout the process, the proposal submitted by Burks Toma Architects emerged as the most closely responding to the needs of the City for this project; and

WHEREAS, a budget contingency of \$3,000 will provide for mitigation of unforeseen issues that may arise; and

WHEREAS, funding is available in the approved project budget to fully fund Conceptual Design Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby:

1. Authorizes the execution of an agreement with Burks Toma in an amount not to exceed \$296,927 for Conceptual Design Services for a Multi-Use Recreation/Community Facility and Adjoining Park for the Recreation Center Master Plan (CIP 301-678) project with a Scope of Work as described in the Request for Proposal issued January 8, 2018; and
2. Establishes a contingency in the amount of \$3,000 with authorization given to the City Manager to execute contract amendments up to the contingency amount.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
FOR
CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY
FACILITY AND ADJOINING PARK

This Agreement is made and entered into as of the 16th day of April, 2018, by and between the City of Foster City hereinafter called "CITY" and Burks Toma Architects, Incorporated, hereinafter called "CONSULTANT."

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination,

consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum Two-Hundred and Ninety-Six Thousand, Nine Hundred and Twenty Seven dollars (\$296,927) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at

CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of

CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT 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; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

¹Professional Liability

\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____
[Project Manager] Approved _____[Risk Manager]

- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:
- CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Jennifer Liu, Parks and Recreation Director
- CONSULTANT: Burks Toma Architects, Incorporated
814 Camelia Street
Berkeley, CA 94710
Attention: Karen Burks, Principal
16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated:

Sam Hindi, Mayor

ATTEST:

Dated:

Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated:

Jean Savaree, City Attorney

CONSULTANT

Dated:

Karen Burks, Principal

EXHIBIT A
SCOPE OF WORK AND SCHEDULE
FOR
CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY
FACILITY AND ADJOINING PARK

Project Description

Provide pre-design services and prepare conceptual design plans for a multi-use recreation/community facility and adjoining park site. The goal of this project is to explore opportunities to enhance the community's experience of a multi-use recreation/community facility and the surrounding Leo Ryan Park. The conceptual design plan will allow the City Council to begin to focus the options for the building and surrounding site such that the scope of the project can be determined. Conceptual Design Plans should complement current community use and demonstrate strategies to create an effective and dynamic public gathering space with the capacity to offer a regional destination.

Project Team

Burks Toma Architects, Incorporated, Principal Karen Burks will serve as lead for the conceptual design on behalf of CONSULTANT and will serve as Principal in Charge. Leah Marthinsen will serve as Project Manager and be the primary point of contact for the duration of the project.

The Project Team listed in CONSULTANT's Proposal was a material factor in CITY's assessment of CONSULTANT's experience and ability to successfully complete the job. Accordingly, CONSULTANT shall not make changes to any of the Team Members without CITY's prior written approval unless CONSULTANT can demonstrate to CITY's satisfaction that the Team Members were reassigned and/or removed and replaced for reasons beyond CONSULTANT's control. CITY has the right to request a change to any member of the CONSULTANT team for any reason with adequate notice.

Team Members Listed in the Proposal and/or Submitted During the Interview Phase:

Burks Toma Architects, Incorporated (Architect and Primary Contractor)

- Karen Burks, Principal
- Leah Marthinsen, Architect/Project Manager

Placeworks, Inc. (for Landscape Design Concepts and Exterior Space Planning)

- Bob Birkeland, Associate Principal
- Jesse Jones, Associate
- Isby Fleischman, Associate

Land Economics Consultants, LLC (for Economic and Fiscal Analysis)

- Steven E. Spickard, Consultant

tbd Consultants (for Construction Cost Estimates)

- Gordon Beveridge

Pre-design Phase

The pre-design phase of the project includes becoming familiar with the project background, related reports and documentation, site characteristics, and existing uses. CONSULTANT is required to meet with Foster City Staff and Project Subcommittee within 15 business days of award of the contract.

Deliverables for the Pre-design Phase include:

A. Project Schedule

- Identify major tasks and/or benchmarks during the design process
- Estimate the time required to accomplish each major task
- Develop key points of input/review for City staff and/or City Council
- Identify methodology for updating schedule throughout the design process

B. Report – Project Climate

- Research and describe best management practices of public multi-use facilities
- Compile and present data on typical staffing and annual operating program budget related to facility size
- Research and describe public space design trends that create social impact

C. Report – Gap Analysis & Facility Needs and Programmatic Viability & Fiscal Viability

- Identify gaps in service and community resources based on research findings and existing community amenities
- Provide a programmatic and fiscal viability analysis of the defined facility and site assumptions (Attachment B) as well as any other project opportunities identified by the consultant

D. Report – Opportunities and Constraints Analysis

- Identify opportunities and constraints related to the site/location of the project
- Identify opportunities and constraints related to square footage requirements for facility and park improvements to meet community needs
- Identify opportunities and constraints related to parking and circulation

Conceptual Design Phase

Consultant to provide a minimum of 3 design options that vary in size, amenities, and estimated fiscal impacts.

Each conceptual design to be accompanied by a supporting summary report that includes the following components:

- A. The one focal point or defining unique opportunity upon which the conceptual design is based
- B. Probable construction costs of all aspects of building/modifying conceptual multi-use facility and related park site amenities
- C. Probable phasing plan and schedule during project construction, including general approach(s) to maintain existing programming
- D. Probable annual operation and maintenance costs
- E. Probable revenue opportunities related to conceptual functional elements
- F. Probable staff size required to manage and maintain facility and programming
- G. Functional Space Allocation Worksheet identifying facility spaces and approximate square footages (ref. Attachments B and C)
- H. Associated functions with facility spaces
- I. Program viability utilizing recommended facility spaces
- J. Fiscal viability of recommended facility spaces
- K. Mass and scale overlay of the project site, to include multi-use recreation/community facility mass relative to surroundings and total square footage, potential adjacencies, circulation, and other relationships
- L. Anticipated parking requirements and recommended alternatives to onsite parking, if any
- M. Meet City sustainability requirement for new construction which is LEED Silver equivalent
- N. Summary of how the overall conceptual design will flexibly meet the needs of community residents while also creating a regional destination
- O. Identify potential risks that could negatively impact the project budget or schedule and recommend strategies to mitigate these risks and their impacts

Total Number of Deliverables = 10

Pre-design Phase

1. Project Schedule
2. Report – Project Climate / Trends
3. Report – Gap Analysis and Facility Needs and Programmatic Viability and Fiscal Viability
4. Report – Opportunities and Constraints Analysis of the Site / Geographic Location

Conceptual Design Phase

5. Preliminary Conceptual Alternatives
6. Preferred Conceptual Alternatives (Three (3))
7. Fiscal/Revenue Analysis of Three (3) Preferred Conceptual Alternatives
8. Estimate of Probable Construction Cost of Three (3) Preferred Conceptual Alternatives
9. Draft Conceptual Design Report
10. Final Conceptual Design Report

Draft and Final Conceptual Design Reports shall contain all three (3) Preferred Conceptual Alternatives and the information required to be included in the summary report as shown in sections “A” through “O” above.

Meeting Requirements

The consultant shall plan sufficient time to obtain the information needed to complete thorough and Foster City-specific reports and designs. At a minimum, the consultant will be expected to:

- Meet with Parks and Recreation Department Staff for design input (Recreation Division, Parks Maintenance, Building Maintenance – up to 2 hours each = 6 hours total)
- Present Progress Report to City Council (up to 4 meetings with City Council and regularly scheduled meetings with staff)
- Presentations to the Planning Commission at milestones to be determined (up to 3)
- Presentation of Final Report to Staff
- Presentation of Final Report to City Council

Schedule

The following shall be considered a preliminary schedule, with final detailed schedule with dates to be determined by CITY and CONSULTANT at the start of the project:

Timeline shall commence upon execution of agreement and shall not extend beyond December 31, 2018 unless approved in advance by CITY.

Pre-Design (16 weeks)

- Task 1 Project Initiation 2 weeks
- Task 2 Project Climate 6 weeks
- Task 3 Programmatic and Fiscal Viability Analysis 4 weeks
- Task 4 Opportunities and Constraints Analysis 4 weeks

Conceptual Design Phase (18 weeks)

- Task 5 Concept Development 8 weeks
- Task 6 Costing 2 weeks
- Task 7 Concept Design Report 8 weeks

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

The combined total of compensation and reimbursement of costs shall not exceed the sum Two-Hundred and Ninety-Six Thousand, Nine Hundred and Twenty Seven dollars (\$296,927).

Payment Schedule

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY by Task for services and expenses. All invoices will include an itemized statement, description of services performed/deliverables submitted and copies of subconsultant invoices and expenses

Expenses shall be provided on an Hourly Time & Materials actual basis, at CONSULTANT'S and Subconsultants' hourly rates shown below:

<i>Position</i>	<i>Hourly Rate</i>
Burks Toma Principal	\$185.00
Burks Toma Project Manager	\$145.00
Burks Toma Project Staff	\$135.00
Placeworks Principal	\$215.00
Placeworks Project Manager	\$165.00
Placeworks Landscape Designer	\$115.00
Land Economics Principal Analyst	\$190.00
tbd Estimator	\$185.00

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City/Estero Municipal Improvement District (CITY)**
610 Foster City Boulevard, Foster City, CA 94404

Attention: _____
Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.
SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

RESOLUTION NO. 2017-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING A NEW RECREATION CENTER MASTER PLAN CAPITAL IMPROVEMENT PROJECT, APPROPRIATING FUNDING FROM THE GENERAL FUND FOR THE RECREATION CENTER MASTER PLAN CAPITAL IMPROVEMENT PROJECT AND AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FOR CONCEPTUAL DESIGN SERVICES

CITY OF FOSTER CITY

WHEREAS, the City Council has received public input regarding the Community's need for recreation services at the Recreation Center; and

WHEREAS, the City Council wishes to establish the Recreation Center Master Plan as a Capital Improvement Project and appropriate \$300,000 from the General Fund reserve to begin the planning process; and

WHEREAS, the City Council would like to proceed with defining the scope of the Recreation Center Master Plan project by engaging a consultant to develop Conceptual Design Plans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby

1. Approve a new Recreation Center Master Plan Capital Improvement Project in the FY 2017-2018 Capital Improvement Program; and
2. Appropriate \$300,000 from the General Fund reserve for the Recreation Center Master Plan Capital Improvement Project; and
3. Authorize Staff to issue a Request For Proposals for Recreation Center Master Plan Conceptual Design Services.

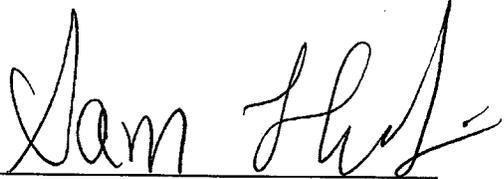
PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 18th day of December, 2017, by the following vote:

AYES: Councilmembers Bronitsky, Mahanpour, Perez, Pollard and Mayor Hindi

NOES: None

ABSENT: None

ABSTAIN: None



SAM HINDI, MAYOR

ATTEST:



PRISCILLA TAM, CITY CLERK

Attachment 4
Summary of Proposals
Conceptual Design Services for Recreation/Community Center Facility
and Adjoining Park

Proposer	Proposal Price	Proposed Subcontractors
Burks Toma Architects	\$296,927	<ul style="list-style-type: none"> • Placeworks, Inc. • Land Economics Consultants • TBD Consultants
DAHLIN Group	\$298,184 – \$309,684	<ul style="list-style-type: none"> • Verde Design • BKF • Mack5
ELS Architecture & Urban Design	\$526,100- \$761,000	<ul style="list-style-type: none"> • SWA • Active Wellness • Forell/Elsesser • Integral • BKF • Mack5
Group 4 Architecture	\$298,449 – \$346,129	<ul style="list-style-type: none"> • SWA • TBD Consultants • Ballard*King • BKF • Degenkolb
LPA	\$296,680	<ul style="list-style-type: none"> • Ballard*King • Cumming
Noll & Tam Architects	\$233,589 – \$285,889	<ul style="list-style-type: none"> • Einwiller Kuehl • PROS Consulting • Oppenheim Lewis
MCA – Michael Cavagnero Associates	\$295,600- \$464,680	<ul style="list-style-type: none"> • Olin • TBD Consultants • PROS Consulting
SVA Architects	\$99,280	<ul style="list-style-type: none"> • RJM Design Group • Sierra West Group
WRNS Studio	\$320,000	<ul style="list-style-type: none"> • Interface Engineering • Mar Structural Design • BFS Landscape Architecture • Sherwood Engineers • Mack5



B u r k s T o m a

A r c h i t e c t s

**City of Foster City
Conceptual Design Plans
Multi-Use Recreation/Community Facility
and Adjoining Park**

Proposal

15 February 2018

February 15, 2018

Ms. Jennifer Liu
Parks & Recreation Department
650 Shell Blvd.
Foster City, CA 94404

RE: Conceptual Design Plans for Multi-Use Recreation/Community Facility and Adjoining Park

Dear Ms. Liu:

We are pleased to submit the following Proposal to you to provide conceptual design services for the new Foster City Multi-Use Recreation/Community Center and adjoining park site. We are excited for the opportunity to collaborate with Foster City again, and we feel exceptionally qualified to provide these services as they will require skills and expertise we have gained through past and on-going projects. We are very familiar with the proposed project type, and in developing projects in which architectural design, landscape, function and vision are deeply integrated.

Karen Burks, Principal, will serve as the Principal-in-Charge and will be the primary contact throughout the Concept Design process:

Karen Burks
Burks Toma Architects, Inc.
Tel: 510.524.4255
kburks@burkstoma.com

In the materials that follow, we have provided a discussion of our project approach, a summary of our team's qualifications, examples of relevant projects and a preliminary compensation proposal based on the sample scope provided in the RFP. Included in the appendix are firm profiles and resumes for the project team. We, of course, will be happy to answer any questions that you might have. We hope to have the opportunity to meet with you and your selection committee in the near future.

Sincerely,

Karen Burks RA, LEED AP
Principal

A. Executive Summary

The Recreation Center and Leo J Ryan Park hold a significant place in the Foster City community and identity. A new Community/Recreation Center is an opportunity to enhance the City's ability to provide diverse programs and experiences for all of the community and the Bay region at large. A new Center will improve space allocation for the existing activities, while incorporating new functions and associated revenue streams. The Park's major design elements are functional and in good condition, however, this project has the potential to increase the types, intensities, and durations of activities in the Park and integrated with the new Center.

The concept design effort provides a process for Foster City to explore options and develop an inspired vision and clear project criteria—from spatial requirements to functional uses—that offer the city and community the best possible value. Programming and design will be integrated with an economic analysis in order to ensure a fully informed decision-making process for all Foster City stakeholders.

We understand the scope of this project to include an initial Predesign Phase, in which the design team, in discussion with city staff, develops detailed project parameters, including programming, architectural, landscape and economic criteria. These parameters will be informed by research into both comparable projects and existing conditions. In the subsequent Concept Design Phase we will develop and refine conceptual plans and associated analysis for City review and decision-making.

As an experienced small firm, in continuous operation for over 30 years, Burks Toma offers a highly involved principal who has worked directly with a variety of public agencies on previous, related projects, including 'The Vibe', Foster City's Teen Center, the City of Albany's Pierce St. Park master plan and concept development (with Placeworks) and the City of San Mateo/Foster City EMID Wastewater Treatment Plan Design competition. Land Economics and TBD Cost Consultants complement the team's design experience with projects that include a Preliminary Market Analysis for the Foster Square development. Burks Toma Architects, as the prime consultant, and our team of experienced consultants, bring the following assets to the task of assisting the City:

- recent previous experience with master planning and conceptual design, including projects with complex program and site criteria;
- skill at working with multiple user groups and in bringing consensus to the programming and planning process;
- highly adept at preparing and delivering presentations to city commissions, planning commissions and city councils;
- familiarity with municipal building/park interfaces;
- an ability to establish project priorities, based upon client consensus, within the budgetary constraints of the project;
- excellent relationships with our subconsultant team;
- familiarity with the city of Foster City's Parks and Recreation Department, Leo J. Ryan Park, and the broader context of the project within the city.

In sum, we feel our Team is extremely well suited to partner with the City in this exciting project exploring the conceptual design and vision for the future of Foster City's Community/Recreation Center. We have chosen our consultants carefully based on our successful work together on similar, previous projects, the excellent quality of their work, their knowledge of Foster City and their high level of professionalism.

We are strongly committed to design as a social art and believe buildings and their sites are the tangible reflection of our communities' values and interests. We are not stylists, rather we seek to imbue in each project a uniqueness that comes from its particular place and community of users. We know from experience how rewarding the building of consensus through design education and facilitated discussion can be for clients, users and designers. We aspire to create places that delight, that reveal themselves over time like poetry and that are seamlessly integrated with their site and surrounds. We hope to have the opportunity to bring this commitment to Foster City.

B. Project Approach

The successful Conceptual Design of the Foster City Multi-Use Recreation/Community Center and Adjoining Park will include a site responsive design that acknowledges the functional requirements of its principal users, the public nature of the building, the unique nuances of its site both within Leo J Ryan park and Foster City as a whole, and the economic and demographic character of the community.

Team Organization

Burks Toma Architects (BTA) will lead the Concept Design effort, and will serve as the primary point of contact. BTA will manage the team, lead the conceptual design effort and provide building space planning services, Placeworks (PW) will provide landscape design concepts and exterior space planning, and Land Economics Consultants (LEC) will provide economic and fiscal analysis. TBD will develop construction cost estimates for each concept design alternate.

The Predesign Phase will necessitate a highly integrated effort as we identify, in discussion with Foster City, the optimal uses for the new Center and park site. Burks Toma, Placeworks, and Land Economics Consultants will each conduct research efforts focusing on their primary areas of expertise in order to provide the City with a balanced and thorough assessment of potential options. During the Concept Design Phase, BTA and PW will work collaboratively on the conceptual alternatives. BTA will coordinate the fiscal and cost analysis with LEC and TBD.

Communication

The project approach as outlined below is structured to provide a regular series of workshops with staff. During each task, we will meet with a staff working group to present findings and for feedback and discussion. These workshops will inform the ongoing development of each deliverable. As we complete our Reports, we will present progress reports to the City Council Subcommittee and to the Planning Commission, so that all relevant city parties remain informed of the project's progress, and have an opportunity to provide input. We believe that clear and regular communication are both the best and simplest ways to ensure that projects progress as anticipated. Each milestone deliverable provides an opportunity for the City to evaluate the direction of the project and ensure that the conceptual designs meet their needs and expectations.

Quality, Cost and Schedule Control

For every project leaving our office, Burks Toma Architects has worked diligently to implement an in-house system of oversight to assure quality of work, internal quality assurance, cost control, and compliance with schedules. This system is based on continuous and responsive communication between the client, our firm and our consultants. To make certain that we meet our project schedules, we hold weekly staff meetings to discuss project status and scheduling. This allows us to prioritize the work and provide additional staffing on any project if required. Similarly, we carefully monitor our consultants as to their progress. This also serves to control project design costs. We have an excellent track record for meeting our project schedules and budgets.

Specifically, our approach will include the following phases and tasks for the new Recreation Center and Park facilities:

Phase 1 Predesign Phase [18 weeks]

During this Phase the project team will become thoroughly familiar with the site, the Recreation Center's functional requirements, current fiscal profile and revenue streams, the programming possibilities for Leo J. Ryan Park, and the history of the community input. Based on the community outreach study responses and input from City staff the team will establish clear design criteria, including desired functional uses, anticipated economic outlook and a preliminary site approach. Predesign includes the following Tasks:

Task 1: Project Initiation [2 weeks]

- Kickoff Meeting:
BTA, PW, and LEC will meet with City staff to review the scope of work, schedule and budget. This meeting will allow the team to gather pertinent documents, review information needs, establish a working group, schedule, and discuss potential funding, construction

budget, and expectations for the process. The project schedule will be reviewed and dates will be established for meetings as well as milestone deliverables.

Deliverables:

- Project Schedule
- City Staff working group contact list
- Meeting Notes

Task 2: Project Climate [6 weeks]

In discussion with City staff, we will review the Center's current uses and identify any critical qualities or deficiencies in their existing spaces. We will also become thoroughly familiar with the economic conditions of the city and the specific fiscal profile of Parks and Recreation Department. We will also research and assemble information on similar projects to serve as benchmarks for comparisons, and as inspirational examples to articulate the City's vision for the project. In collaboration with City staff, the project team will identify a range of potential functions and improvements for both the Center and its park site. This process will be iterative and draw upon both existing conditions in Foster City, and example (benchmark) projects elsewhere for the City to make informed choices about the appropriate combination of desired activities for the new project.

- **Working Group Meeting #1: Assessment of Existing Conditions**
This meeting provides an opportunity for the project team to conduct interviews with staff groups about the use of the existing building and park, and to confirm our understanding of specific functional needs. City expectations regarding cost recovery and practices for charging recreation fees and event space rentals will be discussed. This meeting will include a site survey/tour to allow the team to gather additional site data, and to assess the function of existing landscape amenities. Key elements to be evaluated will include, but not be limited to the following:
 - Current activities supported onsite
 - Associated space requirements including size, access, and any required infrastructure or equipment
 - Deficiencies in quantity, type or location of existing spaces in relation to their uses
 - Hours and scheduling of uses and spaces
 - Data describing historical utilization patterns by facility or space
 - Indicators of demand by Foster City residents and unique needs of user groups
 - Operating and Maintenance (O&M) staffing patterns, both in FTEs and in number of people
 - Staff expectations for program growth, or addition of new recreation programs
 - Maintenance requirements for landscape and site features
- **Working Group Meeting #2: Benchmark Project Review**
Project team will present "virtual tours" of comparable/benchmark facilities, describing spaces, management strategies and economic performance. We will facilitate a discussion with City staff about both quantitative and qualitative aspects of each precedent in order to identify a working list of project goals and desired programmatic functions.

Deliverables

- Project Climate Report
 - Existing Conditions assessment (spatial and economic)
 - Benchmark project descriptions and analysis
 - Preliminary list of goals/functions

Task 3: Programmatic and Fiscal Viability Analysis [4 weeks]

Using the desired uses and benchmark projects identified in the previous workshop the Team will conduct a preliminary analysis of desired project functions and spaces, including potential revenue streams, required staffing loads, and anticipated operating costs. This analysis will provide the city with high-level economic data for use in selecting the desired activities and spaces to be included in the new Center.

- **Working Group Meeting #3: Viability Analysis**

Team will present fiscal and programmatic analysis of preliminary functions for staff evaluation. The candidate functions and facilities will each be analyzed as “building blocks” with indicators for each as to their potential to be highly utilized, generate revenue, contribute to staff needs, satisfy specific user needs, meet City goals, and other criteria, and will be formulated into a comparison matrix for staff review in the Working Group Meeting. In discussion with stakeholders, we will refine the preliminary project goals/functions to best meet the City’s fiscal and spatial constraints.

Deliverables

- Gap Analysis and Facility Needs and Programmatic Viability and Fiscal Viability Report
 - The ability of possible program elements to fill gaps in service and community needs
 - The likely contribution of each element to fee generation and earned revenues
 - The impact of program elements on staff needs
 - A refinement of the comparison matrix of economic and fiscal implications of each possible program element

Task 4: Opportunities and Constraints [4 weeks]

Team will identify and assess the opportunities and constraints related to the site/location of the project.

- Working Group Meeting #4: Site Observation Workshop
The team will lead an “Awareness Walk” on site, followed by a meeting to discuss everyone’s observations and identify the uses, site qualities, the impact of surrounding/adjacent uses, recreational activities, and overall physical context of the site.
- Working Group Meeting #5: Site Approach
Project team will present a comprehensive analysis of the site and its surroundings. Team will identify and discuss opportunities and constraints afforded by project location, including, but not limited to:
 - Views to and from the project area site
 - Public access and connectivity
 - Unique site features
 - Circulation patterns and accessibility
 - Sun/shade patterns/solar orientation
 - Prevailing winds and microclimates
 - Adjacent uses

Deliverables

- Opportunities and Constraints Analysis Report
 - Relationship to broader Foster City context
 - Access, parking and circulation opportunities
 - Potential areas for site improvement/redevelopment, including new building site
- Planning Commission Meeting #1: Progress report on Tasks 1, 2, 3 & 4
- City Council Meeting #1: Subcommittee Progress report on Tasks 1, 2, 3 & 4

Phase 2 Conceptual Design Phase [18 weeks]

The Predesign Reports will provide the basis for developing three (3) Conceptual Design options including varied functions, building forms and site development strategies. The concept development will be iterative and collaborative. During this phase we may use a variety of presentation methods, including models, computer visual simulations and rendered drawings. We realize the importance of clearly relaying our ideas and concepts in a way that is readily understandable. Conceptual Design includes the following tasks:

Task 5: Concept Development [8 weeks]

Team will develop preliminary concepts for 3-4 distinct Conceptual Designs, including key focal point or defining unique opportunity. Plans will reflect the priorities and criteria identified in the

Pre-design phases, and will provide the City with a range of options for meeting functional, spatial, and economic goals.

- Working Group Meeting #6: Preliminary Conceptual Alternatives:
We will review initial designs with the City for input and feedback, and select three preferred approaches for further refinement.

Deliverables

- Preliminary Concepts

- Working Group Meeting #7: Preferred Concepts:
Following the City input and identification of the preferred approaches in the previous workshop, we will refine three conceptual designs and present these to City staff.

Deliverables

- Three (3) Preferred Concepts (suitable for cost estimating)

- City Council Meeting #2: Subcommittee Progress report on Task 5
- Planning Commission Meeting #2: Progress report on Task 5

Task 6: Costing [2 weeks]

TBD will provide an estimate of probable construction cost for each preferred concept. Land Economics Consultants will develop estimated operating costs and corresponding revenue for each approach, identifying the remaining fiscal gap for each in the process.

- Working Group Meeting #8: Cost and Fiscal Review
Project team will facilitate discussion of costing reports, and analysis of each alternative.

Deliverables

- Fiscal/revenue/operations analysis of each Conceptual Design alternative
- Estimate of Probable Construction Cost for each Conceptual Design alternative

- City Council Meeting #3: Subcommittee Progress report on construction cost estimates and fiscal analyses

Task 7: Concept Design Report [8 weeks]

Design team will further refine each Concept Design to reflect all concerns/changes arising from cost analysis. Project team will compile documentation developed to-date, including description of decision-making process used and prepare a comprehensive Concept Design Report.

- Working Group Meeting #9: Final Concepts
Present and discuss final Concept Designs and the Draft Report with city staff.

Deliverables

- Draft Concept Design Report
- Final Concept Design report

- Staff Presentation: Final Conceptual Design Report
- Planning Commission Meeting #3: Final Conceptual Design Report Presentation
- City Council Meeting #4: Final Conceptual Design Report Presentation

Additional Services:

All other services not specifically noted above, including agency reviews, meetings and additional design studies are not included in the following Estimated Cost Proposal. Any other meetings, additional submittals, revisions or other services would be provided as additional service by the appropriate consultant at their standard hourly rates.

C. Consultant Qualifications

Burks Toma Architects (BTA) will serve as the prime consultant working from our location in Berkeley. We will manage communication between our team and City staff and agencies. See project team organization chart below.

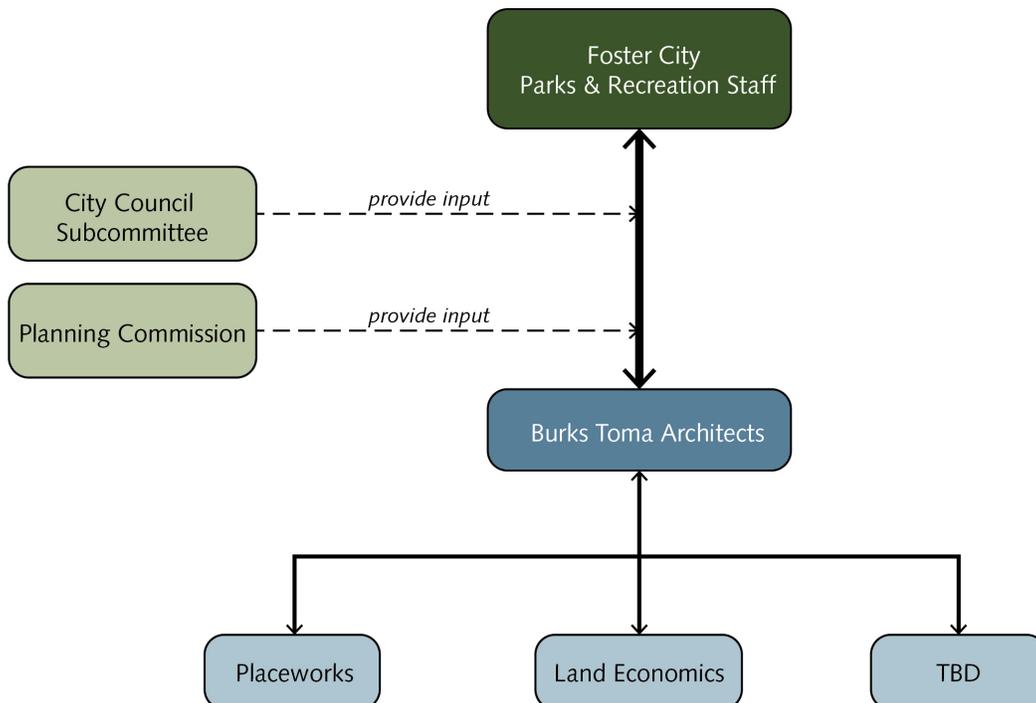
A summary of our team members can be found on the following page. Cost and Quality control strategies are discussed in the Project Approach.

Firm Organization and Commitments

As a small, design-oriented firm, we are by our very structure committed to a high level of principal involvement in every project. Principal Karen Burks leads project design, manages the office and oversees all projects. Each project is assigned a dedicated Project Manager based on the needs of the project and staff availability and expertise.

Current Commitments

We take on a limited number of projects each year so that we can provide the needed focus to each. BTA currently has several projects under construction requiring minimal staff time, two major projects in design and construction document phases and several smaller studies and projects in progress. Given the schedules for the current work in progress BTA has the availability and flexibility to take on the Conceptual Design project.



Consultant Team Summary

<i>Legal Name of Firm</i>	<i>Location & Telephone</i>	<i>Organization Type & Date Established</i>	<i>Firm Size</i>	<i>Contracts terminated</i>	<i>Add'l Information</i>
BURKS TOMA ARCHITECTS	814 Camelia St. Berkeley, 96710 (510) 524-4255	California Corporation, est. 1984	Currently 4 staff. Firm size has ranged up to 6 staff over past 5 years	None	Local Small Business; Woman-owned Business
PLACEWORKS	1625 Shattuck Avenue Suite 300, Berkeley, CA 94709 (510) 848-3815	California Corporation, est. 1975	PlaceWorks size has been consistent over the past five years. PlaceWorks currently has 120 total employees in six offices. Our Berkeley office has 40 employees.	None	N/A
LAND ECONOMICS CONSULTANTS	7 Nace Ave. Piedmont, CA 94611 (510) 407-3161	California Limited Liability Corporation, est. 2010	Sole-practitioner	None	N/A
SFTBD INC. DBA TBD CONSULTANTS	111 Pine Street, Suite 1315 San Francisco, CA 94111 (415) 981-9434	S-Corp, est. 2005	22 staff overall, 14 staff in San Francisco office	None	N/A

See firm profiles in appendix for more detailed information.

Project Team

Karen Burks, RA, LEED AP BD+C, Principal

Burks Toma Architects

Ms. Burks will serve as Principal in charge and will be the main contact. She will be responsible for design direction, quality control and budget oversight. Ms. Burks has practiced architecture in Northern California for over 30 years. Since founding Burks Toma Architects in 1984 she has had extensive experience with the programming and design of municipal and institutional facilities. She has worked locally with the Recreation Departments of the Cities of Berkeley, Foster City and Corte Madera, as well as various park facilities for the East Bay Regional Parks, the US Forest Service and the Lair of the Bear Family Camp. Ms Burks is very familiar with the technical requirements of waterfront facilities, as well as the collaborative design and programming process.

Leah Marthinsen, RA, LEED AP BD+C Project Manager

Burks Toma Architects

Ms. Marthinsen joined Burks Toma in 2017, and has been practicing architecture for 7 years. She will manage the conceptual design effort and coordinate all architectural sub-consultants. She brings a wide range of experience with planning and early design efforts, for clients ranging from the University of California to local utility districts, and project types including schools, parks, aquariums, and workplaces.

Bob Birkelund, ASLA, Principal-in-Charge

Placeworks, Landscape Architecture

Mr. Birkelund will lead the concept development for landscape architecture at both the Recreation Center site and any revisions to Leo Ryan Park. Mr. Birkeland has over 30 years of civic park and facility design and construction experience. His portfolio spans the breadth of landscape architectural practice, from urban plazas and fountains to parks, campuses, and waterfront design. Mr. Birkeland will ensure that PlaceWorks' products are integrated with Burks Toma's architecture and the team's feasibility analysis and costs. Mr. Birkeland has a proven track record of bringing complex civic projects in on-time and on-budget, and meeting the highest standards of public landscape architectural design and production.

Jesse Jones, Project Manager

Placeworks Landscape Architecture

Ms. Jones will serve as Project Manager for the landscape design effort and will be responsible for the day-to-day management of the project. Ms. Jones brings to every project a broad range of experience in landscape design and environmental analysis. Her areas of focus include landscape infrastructure, including low-impact design interventions, school gardens, and urban open space. At PlaceWorks, Ms. Jones provides research and design services, including construction documentation, conceptual design, and graphic production for a variety of project types.

Steven E. Spickard, AICP, LEED AP, Managing Principal

Land Economics Consultants

Steve Spickard of Land Economics Consultants (LEC) will support the BTA Team, performing the necessary economic and fiscal analyses to help formulate the initial concepts in the pre-design phase, and assess the fiscal viability of design options in the conceptual design phase. Mr. Spickard has conducted over 400 major consulting assignments in his 30+ year consulting practice. A primary area of practice is the enhancement or revitalization of urban communities, with emphasis on the specific development projects that enhance and define community life. Projects have included public-private partnerships to create venues, including conference and recreation centers, concert halls, performing arts facilities, libraries, as well as the full range of retail, restaurant, and hospitality uses that create vibrant urban entertainment districts.

Gordon Beveridge, Principal

TBD consultants

Mr. Beveridge will direct the construction cost estimating effort. TBD has extensive experience with Bay Area construction, building systems and constructability and has proven invaluable in costing alternate assemblies. BTA has worked with TBD on numerous projects, including the Dona Springs Animal Shelter and the WCCUSD Human Resources Improvement project.

Resumes, firm descriptions and lists of relevant projects for all team members are included in the Appendix.

D. Related Projects

Burks Toma Related Projects

Pierce Street Parcel

Albany, CA



Burks Toma and Placeworks (formerly The Planning Center/DCE) provided site analysis, programming, and master planning of the City's Public Works Maintenance and Office Facility in conjunction with a neighborhood park and bike trail on the Pierce Street Parcel. The site is wedged between the Interstate 80 elevated freeway and Pierce Street, creating concerns for noise, safety, air quality, and visibility both into and from the site. The initial phase included a site survey and inventory of the existing maintenance facility and workshops with staff to define space needs, work flow and adjacencies. Concept design addressed complicated circulation, topography, indoor/outdoor connections, and a wide range of new site uses. The team led an extensive public process to develop the program elements for the park and trail amenities. Master Plan alternatives were developed for the Maintenance Facility, park, and bike trail and reviewed at a series of meetings with City staff and community interest groups.

Subsequent to this phase, BTA assisted the city in a cost-benefit analysis comparing the Pierce St. maintenance facility with an alternative site location. Placeworks completed park design and construction documentation; see separate project description.

KEY PERSONNEL	Karen Burks, RA, LEED AP BD+C, Principal; Sarah Sutton, ASLA, LEED AP, BFQP, Principal, Principal-in-Charge;
PROJECT COMPLETION	Masterplan Completed 2013
PROJECT COST	N/A
CONTRACT VALUE	\$160,000
SUBCONSULTANTS	Landscape - Placeworks, Civil - KSR, Structural - IDA, MEP - Guttman & Blavoet, Cost Estimating - Waszink CE
BUDGET & SCHEDULE	Team met all masterplan milestones, on budget.
REFERENCE	Jeff Bond, Community Development Director, City of Albany 510.528.5769 jbond@albancyc.org

Foster City Teen Center

Foster City, CA

From initial programming and site analysis through design and construction, BTA worked with the existing Teen Center and Recreation Department staff to create a new 14,000 s.f. Teen Center. Important design considerations included strong indoor/outdoor connections to the park site and waterfront, efficient and flexible space configurations, and highly durable and sustainable materials.

The Teen Center includes classroom, recreation, social and study space for after-school and summer programs. Located at the southern end of Leo J. Ryan Park, it occupies a prominent location on the City Lagoon adjacent to existing tennis courts and the Recreation/Senior Center. The site improvements included a new basketball court and skate park to enhance the existing recreation opportunities for teens. The building is organized to allow staff observation of all interior and exterior activity areas, maximize daylighting and maintain view corridors to the lagoon. The exterior materials and massing are complementary to the existing Recreation Center, yet provide a unique identity.

Burks Toma provided initial concept design and programming, as well as architectural design services through construction.

KEY PERSONNEL	Karen Burks, RA, LEED AP BD+C, Principal
PROJECT COMPLETION	2009
PROJECT COST	\$5.13 million
CONTRACT VALUE	\$460,000
SUBCONSULTANTS	Structural, MEP, Landscape, Civil, Cost Estimating, Skate Park Design
BUDGET & SCHEDULE	Completed on schedule and within budget
REFERENCE	Kevin Miller, former Director of Parks & Recreation, current City Manager (650) 286-3220 manager@fostercity.org



Marin Humane Masterplan
San Rafael, CA

Burks Toma, in collaboration with ARQ, developed site and architectural concept designs for renovating and redeveloping Marin Humane's existing site and building. Important design considerations included creating a clear and welcoming entry and expanding publicly accessible space, as well as providing updated animal care spaces. Team developed multiple concepts for comparative costing and evaluation.

Burks Toma worked with ARQ, CMG Landscape Architects, and Marin Humane Staff to define user requirements and to establish a preliminary program, then provided conceptual architectural design input for both building and site. BTA developed massing and graphic presentation material for presentation to Marin Humane's Board.

KEY PERSONNEL	Karen Burks, RA, LEED AP BD+C, Principal Matt Gilroy, RA, Project Architect
PROJECT COMPLETION	Masterplan completed 2017
PROJECT COST	Not available
CONTRACT VALUE	\$35,000
SUBCONSULTANTS	BTA was a subconsultant to ARQ
BUDGET & SCHEDULE	On schedule and on budget.
REFERENCE	John Reese, Chief Administrative Officer, Marin Humane (415) 506-6260 jreese@marinhumanesociety.org



Placeworks Related Projects

Pierce Street Neighborhood Park and Trail Albany, CA

The City of Albany is planning a new park on a 4.5-acre site known as the “Pierce Street Parcel”, which is bordered by Interstate 80, Pierce Street, and Cleveland Avenue. The project site is to be a passive neighborhood park and Class I bicycle trail. PlaceWorks conducted community outreach to engage residents in the design of the passive park and in development of a phasing plan to meet the City’s budget. This effort followed a broader masterplan and engagement process undertaken with Burks Toma, and described in previous project summary.



In the two decades since Caltrans abandoned the freeway ramp, Albany residents have strongly voiced the need for a new neighborhood park in the area. The site is wedged between the Interstate 80 elevated freeway and Pierce Street, creating concerns for noise, safety, air quality, and visibility both into and from the site. The existing elevations and steep slopes requires creative site planning and grading to produce functional spaces and optimal pedestrian access. With private residences abutting and overlooking the site, PlaceWorks has ensured that the planning and design process allowed for meaningful public interaction and contributions, which in turn developed support and a sense of stewardship for the park. The site design responds to the requirements of the Regional Water Quality Control Board’s C.3 post-construction stormwater retention requirements and to the State Model Water-Efficient Landscape Ordinance. The project is currently under construction and is anticipated to open in Spring 2018.



KEY PERSONNEL	Sarah Sutton, ASLA, LEED AP, BFQP, Principal, Principal-in-Charge; Jesse Jones, Associate, Project Manager
PROJECT COMPLETION	2018
PROJECT COST	\$1.6 million
CONTRACT VALUE	\$237,000
SUBCONSULTANTS	none
BUDGET & SCHEDULE	On schedule and on budget
REFERENCE	Penelope Leach, City Manager, City of Albany (510) 528-5710 pleach@albanyca.org (Current Project Manager: Christopher Ablaza, Assistant Engineer, City of Albany 510.559.4271 cablaza@albanyca.org)

Shields-Reid Park
Richmond, CA

Shields-Reid Park is a 3-acre park and community center in the North Richmond neighborhood. PlaceWorks led the community-design process from schematic design to construction of a revitalized park that improves a highly used, loved, and much-needed community amenity.

The park design responded to public input on how improve the space for community use and integrate new assets for existing programs run through the community center. The landscape improvements, children’s playground upgrade, and rehabilitation of existing baseball and passive use fields



will help to reinforce the sense of community, incorporate sustainable principles, and serve as a unique gathering and recreational place that nearby residents can take pride in. The park design process considered visibility and public safety throughout the park and maintains clear sight lines that will not only provide a greater sense of security to those using the park, but also make it easier to monitor and observe park activity from the street.

KEY PERSONNEL	Sarah Sutton, ASLA, LEED AP, BFQP, Principal, Principal-in-Charge Jesse Jones, Associate, Project Staff
PROJECT COMPLETION	
PROJECT COST	\$1.06 million
CONTRACT VALUE	\$150,000
SUBCONSULTANTS	ISC Group, Questa Engineering
BUDGET & SCHEDULE	On schedule and on budget
REFERENCE	Chris Chamberlain, Assistant Director, Marin County Parks (415) 473-6387 parks@marincounty.org

Benicia Urban Waterfront Enhancement and Master Plan

Benicia, CA

PlaceWorks worked with the City of Benicia to develop a Comprehensive Master Plan for its waterfront at the foot of B Street, including the City Pier, First Street Community Green, and bayfront wetlands. This multi-faceted project addressed waterfront access improvements and connectivity between the Waterfront area and Downtown Benicia; increased active recreational use of the First Street Green and the shoreline; improved the alignment of the San Francisco Bay Trail; contributed to the economic vitality of Downtown Benicia; and protected and enhanced existing fish, plant, and wildlife habitat and water quality, while also planning for sea level rise along Benicia’s urban waterfront. PlaceWorks lead a community outreach process to gain public input on the master plan presenting residents with conceptual alternatives to respond to in their review of the site. The project recently received the 2015 APA California Northern Section Award of Merit in the category of Comprehensive Plan – Small Jurisdiction.

KEY PERSONNEL	David Early, AICP, LEED AP, Senior Advisor, Principal-in-Charge
PROJECT COMPLETION	2012
PROJECT COST	N/A
CONTRACT VALUE	\$185,000
SUBCONSULTANTS	Balance Hydrologics, Environmental Collaborative, TranSystems Corporation
BUDGET & SCHEDULE	On schedule and on budget
REFERENCE	Vic Randall, Management Analyst, City of Benicia (707) 746-4161 victor.randall@ci.benicia.ca.us



Countywide Comprehensive Parks and Recreation Needs Assessment
Los Angeles County, CA

PlaceWorks led a large-scale assessment of parks and recreation facilities throughout the Los Angeles County, including 86 cities and all unincorporated areas. The Needs Assessment represented an unprecedented effort to document existing parks and recreation facilities and to use data to determine the scope, scale, and location of park need in Los Angeles County. The project included a complete inventory of existing facilities and a robust analysis of existing trends with parks and recreation programming.

The Needs Assessment resulted in the identification of key projects in all of the 188 study areas reviewed. Planning level cost estimates were provided for all key projects and these estimates were used as the baseline for a funding measure on the 2016 Ballot. Measure A was approved by Los Angeles County voters in November 2016 to provide funding for parks throughout the county and replace current, expiring measures. PlaceWorks is supporting the Regional Parks and Open Space District's implementation of Measure A by developing the structures and processes to collect and disburse Measure A funds.



KEY PERSONNEL	Isabelle Minn, ASLA, LEED AP, Principal, Principal-in-Charge Jesse Jones, Associate, Project Staff
PROJECT COMPLETION	2016
PROJECT COST	N/A
CONTRACT VALUE	\$1.1 million
SUBCONSULTANTS	GreenInfo Network, DakeLuna Consultants, David Taussig & Associates, MIG, Prevention Institute
BUDGET & SCHEDULE	On schedule and on budget
REFERENCE	Clement Lau Randall, Departmental Facilities Planner II, County of Los Angeles (213) 351-5117 clau@parks.lacounty.gov

Land Economics Related Projects

Preliminary Market Advisory for Foster Square Restaurant/Retail

Foster City, CA

In 2011, the City of Foster City requested proposals from the top three developer teams that had submitted qualifications to develop a mixed use project along with a public gathering/open space and potentially some retail/restaurant uses on the 15 acres owned by the City across Shell Boulevard from Leo Ryan Park. In the RFP the City requested an independent Preliminary Market Analysis be included if any retail/restaurant uses were proposed by the developer team. Land Economics Consultants, LLC, analyzed the potential for new retail/restaurant uses of the type envisioned by the City and made recommendations regarding the type, scale and gross square footage that would be appropriate for Foster City Community Partners, the development consortium led by New Home Company that the City selected. Although some of the original developer team members have changed over the last few years, the resulting project is now under construction as Foster Square.

KEY PERSONNEL	Steven Spickard, AICP, LEED AP, Managing Principal
PROJECT COMPLETION	2011
PROJECT COST	N/A
CONTRACT VALUE	\$6,000
SUBCONSULTANTS	none
BUDGET & SCHEDULE	Met all schedule and budget requirements
REFERENCE	Curtis Banks, Community Development Director (Rick Marks was Director at the time of the assignment) (650) 286-3232 cbanks@fostercity.org

South San Francisco Community Civic Campus

South San Francisco, CA

Land Economics Consultants is currently serving as the land use economist on the interdisciplinary team retained by the City of South San Francisco to program and design a new recreation center and library complex to serve the needs of the city for the coming generation. Facing the need to replace and expand the City's existing Municipal Services Building housing the largest concentration of indoor recreation facilities, as well as public safety functions, South San Francisco voters passed Measure W, a sales tax measure designed to fund new facilities for the future. Land Economics Consultants is researching and recommending the appropriate sizes and features of such possible uses to be included in a large new recreation center as: a suite of large flexible meeting spaces, a theater, a café, a commercial kitchen that may also be used for classes, a fitness center, and the appropriate integration of surrounding outdoor spaces into the building's functions.

KEY PERSONNEL	Steven Spickard, AICP, LEED AP, Managing Principal
PROJECT COMPLETION	Ongoing
PROJECT COST	\$172 million
CONTRACT VALUE	\$58,200
SUBCONSULTANTS	None
BUDGET & SCHEDULE	Met all schedule and budget requirements
REFERENCE	Marian Lee, Assistant City Manager, City of South San Francisco (650) 829-6619 Marian.lee@ssf.net

E. Compensation

The following fee proposal describes the effort anticipated to provide the tasks outlined in the Project Approach, and as provided in the Preliminary Scope of Services in the RFP. A more detailed breakdown of sub-tasks, identifying personnel, hourly rates and estimated time is provided in the spreadsheet on the following page. The compensation by task for the Conceptual Design process is as follows:

Task 1: Project Initiation	\$10,370
Task 2: Project Climate	\$46,390
Task 3: Programmatic and Fiscal Viability	\$20,525
Task 4: Opportunities and Constraints	\$38,895
Task 5: Concept Development	\$69,470
Task 6: Costing	\$30,380
Task 7: Concept Design Report	\$68,995
Project Management and Invoicing	\$4,440
Subconsultant Markup	\$7,832
Reimbursable Expenses	\$2,000
Total Fee	\$296,927

City consultant contract provisions standard terms and conditions

We are willing to accept the terms and conditions in the standard City of Foster City Agreement for Consultant Services referenced in the RFQ.

	Burks Toma Architects			Placeworks			Land Economics	TBD	Sub-total by Task
	Principal @ \$185/hr	Project Manager @ \$145/hr	Project Staff @ \$135/hr	Principal @ \$215/hr	Project Manager @ \$165/hr	Landscape Designer @ \$115/hr	Principal Analyst @ \$190/hr	Estimator @ \$185/hr	
Phase 1 - Pre-design									
Task 1 Project Initiation									
1.1 Kickoff Meeting	6	8		4	4		4		
1.2 Schedule Development	2	4		2	2				
1.3 Review available documentation & identify add'l items required	2	6		2	6	6	4		
Task 1 - Hours	10	18	0	8	12	6	8		
Task 1 - Fees	\$ 1,850	\$ 2,610	\$ -	\$ 1,720	\$ 1,980	\$ 690	\$ 1,520		\$ 10,370
Task 2 Project Climate									
2.1 Working Group Meeting #1: Existing Site, Building & Operational Assessments	6	6		6	6		8		
Prepare workshop materials	2	8	4	2	8	4			
Document input/meeting notes	1	4		1	1				
2.2 Research benchmark projects: Organizational & fiscal precedents							32		
2.3 Research benchmark projects: site and architectural precedents	4	12	8	4	4	16			
2.4 Working Group Meeting #2: Benchmark project review	4	4		4	4		4		
Prepare workshop materials	4	8		2	4	4			
Document input/meeting notes	1	4		1	1				
2.5 Develop preliminary list of goals & program functions	4	12	4	4	6	6			
2.6 Report Preparation: Project Climate	4	24	6	8	6	6			
Task 2 - Hours	30	82	22	32	40	36	44		
Task 2 - Fees	\$ 5,550	\$ 11,890	\$ 2,970	\$ 6,880	\$ 6,600	\$ 4,140	\$ 8,360		\$ 46,390
Task 3 Programmatic & Fiscal Viability									
3.1 Economic analysis of goals & program functions	2	4		2	4		8	24	
3.2 Working Group Meeting #3: Viability Analysis	4	4		4			4		
3.3 Prepare workshop materials	2	4							
Document input/meeting notes	1	4							
3.4 Report Preparation: Gap Analysis & Facility Needs and Programmatic & Fiscal Viability	4	24		2	4		16		
Task 3 - Hours	13	40	0	8	8	8	44		
Task 3 - Fees	\$ 2,405	\$ 5,800	\$ -	\$ 1,720	\$ 1,320	\$ 920	\$ 8,360		\$ 20,525
Task 4 Opportunities & Constraints									
4.1 Working Group Meeting #4: Site Awareness Walk	6	8	8	6	6		4		
4.2 Develop preliminary site analysis	4	8	12	4	8	16			
4.3 Working Group Meeting #5: Site Approach	6	6		6	6				
Prepare workshop materials	2	4		2	4	4			
Document input/meeting notes	1	4		2	4	4			
4.4 Report Preparation: Opportunities & Constraints Analysis	4	24	6	4	6	12			
4.5 Planning Commission Meeting #1: Pre-design Reports	4	8		4	4	4	4		
4.6 City Council Meeting #1: Pre-design Reports	4	8		4	4	4	4		
Task 4 - Hours	31	70	26	32	32	44	12		
Task 4 - Fees	\$ 5,735	\$ 10,150	\$ 3,510	\$ 6,880	\$ 5,280	\$ 5,060	\$ 2,280		\$ 38,895
Phase 2 - Concept Design									
Task 5 Concept Development									
5.1 Develop preliminary conceptual alternatives	8	24	40	16	16	32	4		
5.2 Working Group Meeting #6: Preliminary Concepts	4	4		6	6		4		
Prepare workshop materials	4	4	8	2	4	4			
Document input/meeting notes	1	4		1	1				
5.3 Refine preferred concept design alternatives	8	24	40	16	16	32	4		
5.4 Working Group Meeting #7: Refined Concepts	4	4		6	6		4		
Prepare workshop materials	4	4	8	2	4	4			
Document input/meeting notes	1	4		2	2	4			
5.5 City Council Meeting #2: Subcommittee Progress Report	4	8		4	4	4	4		
5.6 Planning Commission Meeting #2: Review Concept Designs	4	8		4	4	4	4		
Task 5 - Hours	42	88	96	59	55	84	24		
Task 5 - Fees	\$ 7,770	\$ 12,760	\$ 12,960	\$ 12,685	\$ 9,075	\$ 9,660	\$ 4,560		\$ 69,470
Task 6 Costing									
6.1 Prepare planning level estimates of probable construction cost	4	8	16	4	8	16		45	
6.2 Prepare fiscal viability analysis	2	4					16		
6.3 Working Group Meeting #8: Cost & Fiscal Review	4	4					4	4	
Prepare workshop materials	2	4							
Document input/meeting notes	1	4							
6.4 City Council Meeting #3: Subcommittee Progress Report	4	8		4	4	4	4		
Task 6 - Hours	17	32	16	8	8	20	24	49	
Task 6 - Fees	\$ 3,145	\$ 4,640	\$ 2,160	\$ 1,720	\$ 1,320	\$ 2,300	\$ 4,560	\$ 10,535	\$ 30,380
Task 7 Concept Design Report									
7.1 Refine concept design alternatives	4	16	24	16	16	32	2		
7.2 Draft Concept Design Report Preparation	8	16	12	8	12	16		20	
7.3 Working Group Meeting #9: Final Concepts	6	6		6	6		4		
Prepare workshop materials	2	8	4	2	8	4			
Document input/meeting notes	1	4		1	1				
7.4 Final Concept Design Report Preparation	4	24	40	8	8	16		10	
7.5 Staff Presentation: Final concept Design	4	4		4	4	4	4		
7.6 Planning Commission Meeting #3: Final Concept Design Presentation	4	4		4	4	4	4		
7.7 City Council Meeting #4: Final Concept Design Presentation	4	4		4	4	4	4		
Task 7 - Hours	37	86	80	53	51	80	18	30	
Task 7 - Fees	\$ 6,845	\$ 12,470	\$ 10,800	\$ 11,395	\$ 8,415	\$ 9,200	\$ 3,420	\$ 6,450	\$ 68,995
Project Management - 8 months estimated									
Progress Reports and Invoicing	24								
Task 8 - Hours	24								
Task 8 - Fees	\$ 4,440								\$ 4,440
Total Hours and Fees									
Total Hours	204	416	240	200	206	278	174	79	
Sub-total Fees	\$37,740	\$60,320	\$32,400	\$43,000	\$33,990	\$31,970	\$33,060	\$14,615	
Total Fees	\$130,460			\$108,960			\$33,060	\$14,615	\$289,465
Subconsultant sub total	\$156,635								
5% Sub-consultant mark-up	\$ 7,832								
Total Estimated Fee	\$294,927								
Reimbursable expenses	\$ 2,000								
Total Fees & Reimbursable Expenses	\$296,927								
General notes: 1. Fee Estimate is based on scope of work and schedule within proposal. 2. Hourly breakdown is for estimating purposes only, actual distribution of hours per task and discipline may vary. 3. Labor rates are shown for 2018 for individuals who are anticipated to work on the project. 4. Fee estimate is valid for 90 days									

APPENDIX

Firm Profile

Burks Toma Architects is a design-oriented architectural firm founded in Berkeley in 1984. The Principals of Burks Toma Architects, Karen Burks and Marc Toma, have combined professional architectural experience of over 50 years covering a broad range of project types and complexity.

The focus of the firm is on institutional and industrial work for Municipalities, Park and Utility Districts, Schools, Universities, and the Federal and Local Governments. Clients include the Public Works Departments of the Cities of Pacifica, Benicia, Tracy and Brentwood, the East Bay Municipal Utility District, the Petaluma Water Department, the East Bay Regional Park District, the U.S. Forest Service, the Recreation Departments of the Cities of Berkeley, Mountain View and Corte Madera, Stanford University, and the University of California at both Berkeley and San Francisco. Many are repeat clients. Project types have ranged from recreation and community centers to open air amphitheaters; from water treatment plants to park facilities; and from office buildings to schools. Regardless of size or location, however, we seek in our design process to imbue each project with a specialness derived from the uniqueness of its place and program.

From our inception, we have consistently produced buildings that are energy efficient and environmentally sound. Karen Burks is a LEED BD + C Accredited Professional. BTA has developed a data base of, and specifications for, a broad range of sustainable materials that are utilized on every project the firm produces.

Burks Toma Architects is composed of three licensed architects, one intern architect and a part-time administrative assistant. All staff have professional degrees in architecture and bring a wonderfully diverse range of experience to the office. The firm offers comprehensive architectural services as well as master planning, programming and feasibility studies. We are adept at developing effective presentation materials that include hand drawn and computer renderings, physical and computer modeling and photo-montage.

We believe that considered client and user input is critical to the creation of a successful building. Indeed we have found that the best buildings occur when client and architect have a constructive, interactive relationship.

Burks Toma Architects is a certified Woman-Owned Business Enterprise, an Alameda County Small Local and Emerging Business and a Small Business Enterprise.

Karen Burks
Principal

Education

University of California, Berkeley
Bachelor of Arts, Architecture
Masters of Architecture
Guest Student, Norge Tekniske Hogskole, Trondheim, Norway
International Laboratory of Architecture and Urban Design,
Urbino, Italy

Registration

Architect, California, #C12893
Architect, Nevada, #5676
NCAARB Registration #119697

**Professional
Affiliations**

Lecturer & Critic, Department of Architecture,
University of California, Berkeley
Berkeley Architectural Heritage Association
US Green Building Council, LEED AP BD+C

**Professional
Experience**

Ms. Burks has practiced architecture in Northern California since 1976. Through her work with several outstanding Bay Area firms she gained experience with a wide range of project types, design/production team coordination and office management. Since founding Burks Toma Architects in 1984, her work has included residential, institutional and industrial projects for both private and public clients. As President and Managing Principal she is responsible for Burks Toma's management, financial oversight, personnel and design direction.

**Representative
Projects**

San Mateo/EMID WWTP, San Mateo, CA
Wunderlich Carriage Room Improvements, Woodside
Albany Maintenance Facility & Park, Albany, CA
Marin Humane Society Masterplan, San Rafael, CA
GATE School Space Planning, San Rafael, CA
Foster City Teen Center, Foster City, CA
USDA FS Spooner Summit Fire Station, Zephyr Cove, NV
Lair of the Golden Bear Family Camp CAL Alumni Association
Pinecrest CA
Marina Restroom, Berkeley, CA
Lake Temescal Boat House, Oakland, CA
Corte Madera Recreation Center, Corte Madera, CA
Ferry Point Boating Instruction Center, Pt. Richmond, CA
Taylor Creek Amphitheater, USFS, South Lake Tahoe, CA
Kenney Recreation Center, Berkeley, CA
Fresno Water Division Administration/Corporation Yard
Master Plan, Fresno, CA
Sunnyvale Water Pollution Control Plant, Sunnyvale CA
Brentwood Waste Transfer Station, Brentwood, CA
Dona Spring Animal Shelter, Berkeley, CA

Leah Marthinsen

Architect

Education

California College of the Arts
 Masters of Architecture, 2010
 Joint Concentration in Visual & Critical Studies
 University of Chicago
 Bachelor of Arts, Comparative Literature with Honors, 2003

Registration

Architect, California, 2013, #C34315

Professional Affiliations

US Green Building Council, LEED AP BD+C

Professional Experience

Leah Marthinsen has practiced architecture for seven years. She has a unique background combining art, research, and architectural design, giving her extensive experience in collaboration, communication, and developing ideas collectively. She brings a wide experience of diverse project types, from schools, to aquariums, to water facilities, many of which began as planning and conceptual studies. Her experience serving in various roles—from designer, to technical specialist, to construction manager has given her a deep understanding both of how to develop exciting design through a collaborative process, and how to implement design ideas.

Employment

2016 - Present	Architect, Burks Toma Architects
2010 - 2016	Associate, EHDD
2009	Researcher, UrbanLab
	California College of the Arts
2008 - 2009	Intern Architect, Smithgroup

Representative Projects

San Mateo/EMID WWTP, San Mateo, CA
 West County Wastewater District Planning, Richmond, CA
 GATE School Space Planning, San Rafael, CA
 Union Sanitary District Masterplan, Union City, CA
 Point Defiance Zoo & Aquarium, Tacoma, WA
 Coastal Biology Building, University of California, Santa Cruz
 Science Library Masterplan, University of California, Santa Cruz
 Center for Behavioral Sciences Masterplan, Stanford University
 Mission Youth Farm, San Francisco, CA
 Tercero Phase 3 Student Housing, University of California, Davis

Placeworks: Firm Profile

PlaceWorks is one of the West's preeminent planning and design firms, with approximately 120 employees in six offices. Formerly known as The Planning Center|DC&E, PlaceWorks' history dates back over 40 years. The Planning Center, established in 1975, was created with the intent to integrate individual design disciplines and work efforts into a greater whole. Similarly, Design, Community & Environment (DC&E) was founded nearly 20 years ago to offer high-quality, personalized, and comprehensive planning, design, and environmental review services. In 2011, these two highly respected planning and design firms merged, forming a company with an expanded set of disciplines and strengths.

PlaceWorks serves both public- and private-sector clients throughout the state in the fields of landscape architecture, comprehensive planning, environmental review, urban design, community outreach, and Geographic Information Systems (GIS). Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

PlaceWorks creates sustainable, context-sensitive, and inspiring landscapes. Drawing from public input and the cultural and natural heritage of the region, we reinforce a sense of community. Our parks, streetscapes, trails, and creek restorations balance community needs with protection of the natural environment, and all of our projects reflect locally appropriate design patterns and innovative uses of plant materials and constructed elements.

PlaceWorks' designs are not only practical and implementable but also embraced by the public and decision makers. We employ a variety of engagement tools and seek input and involvement online, by phone, in person, and through focus groups. By opening this dialogue and building support, we can help move projects—from the simple to the most challenging—through review and final approval.



BOB BIRKELAND, ASLA

Associate Principal

Bob has over 30 years of experience in the design and creation of public parks and open space throughout the Western United States. His expansive portfolio includes urban plazas and streetscapes, community parks and open spaces, campus master plans, and rural trail systems. Bob excels at solving complex design challenges, creating functional yet elegant solutions, and he is able to draw on his experience to effectively lead projects from concept to construction. Having worked extensively in California, Washington, and Utah, Bob brings an expanded design perspective to local challenges.

HIGHLIGHTS OF EXPERIENCE

PARKS/OPEN SPACE MASTER PLANNING & DESIGN

- » Sausal Creek Dimond Park, Oakland CA
- » Arroyo Viejo Knowland Park, Oakland CA
- » Odgen Nature Center Master Plan and Site Design, Ogden UT
- » Coast Highway Management Plan and Recreational Qualities Report, Big Sur CA
- » Baxter Creek Gateway, El Cerrito CA
- » Mount Umunhum Environmental Restoration and Public Access, Los Altos CA
- » Miraflores Greenbelt Parkway, Richmond CA
- » Fernandez Ranch Open Space Area, Martinez CA
- » Fairmont Park and Community Gardens, El Cerrito CA
- » Unity Park, Richmond CA
- » Walnut Creek Nature Park, Baldwin Park, CA
- » Codornices Creek Restoration and Trail Design, Albany and Berkeley CA
- » Lower Rheem Creek Shoreline Restoration, Bay Trail, and Nature Center, Richmond CA
- » Davis Park, San Pablo CA
- » Civic Park Field Design, Walnut Creek CA
- » Estuary Park Site Design, Oakland CA
- » South Rose Hill Park, Kirkland WA
- » Sand Point Naval Station Planning and Design, Seattle WA

TRAIL MASTER PLANNING & DESIGN

- » Whatcom Creek Trail, Bellingham WA
- » Pinole Creek Greenway Master Plan and Site Design, Pinole CA
- » Iron Horse Trail Master Plan and Design, Concord and Pleasanton CA
- » Alpine Pond Trail and Boardwalk Design, Santa Clara County CA
- » Larry Scott Memorial Park Master Plan and Trail Design, Jefferson WA

URBAN DESIGN/SITE PLANNING/GREEN INFRASTRUCTURE

- » Olympic Cauldron Park and Olympic Legacy Projects, Salt Lake City UT
- » Oakland International Airport Expansion Conceptual Design, Oakland CA
- » 6th Street Rain Gardens and Trail Crossing, Albany and Berkeley CA
- » Washington State Convention and Trade Center Planning and Site Design, Seattle WA
- » World Trade Center Site Design, Seattle WA
- » Washington State History Museum Site Design, Tacoma WA
- » Downtown Seattle Wayfinding Study, Seattle WA

EDUCATION

- » Master of Landscape Architecture
University of Washington
- » BA, East Asian Aesthetics
University of Washington

REGISTRATIONS

- » California Licensed Landscape
Architect No. 5130
- » Washington Licensed Landscape
Architect No. 539

AFFILIATIONS

- » American Society of Landscape
Architects

Team member since 2017





JESSE JONES

Associate

Jesse brings to every project a broad range of experience in landscape design and environmental analysis. Her areas of focus include landscape infrastructure, including low-impact design interventions, school gardens, and urban open space. As a landscape designer at PlaceWorks, Jesse provides research and design services, including construction documentation, conceptual design, and graphic production for a variety of project types. Currently, Jesse is working on design components for Center Street Garage in the City of Berkeley and for Lakeside Green Streets, a street improvement project in the City of Oakland. Prior to joining PlaceWorks, Jesse worked on design/build projects, as well as on schoolyard gardening initiatives and community design projects.

EDUCATION

- » Master of Landscape Architecture, University of California, Berkeley CA
- » BA, Environmental Studies and Urban and Architectural Studies, New York University, New York NY

Team member since 2013

HIGHLIGHTS OF EXPERIENCE

PARKS AND PUBLIC PLAZAS

- » Snow Park and Lakeside Green Streets, Oakland CA
- » Shields-Reid Park, Richmond CA
- » Lake Merritt Floating Islands Pilot Project, Oakland CA

STREETScape IMPROVEMENTS

- » Decoto Green Streets, Union City CA
- » Richmond UPS Expansion Stormwater Control Project, Richmond CA

OPEN SPACE AND RESOURCE PLANNING

- » Master Plan for Sustainable Parks, Los Angeles County CA
- » Clovis Urban Greening Master Plan Support Services, Clovis CA
- » Supervisorial Districts 1, 4, and 5 Trail Mapping and Assessment, Los Angeles County CA
- » Wavecrest Coastal Trail Project, Half Moon Bay CA
- » Motorcycle County Park, Santa Clara County CA

SUSTAINABILITY GUIDELINES

- » Bay-Friendly Landscape Design Resources On-Call Service, Alameda County CA

SITE DESIGN

- » Maddie's Center, Pleasanton CA

SPEAKING ENGAGEMENTS

- » "Landscape Progress Administration,"w 2011 Council of Educators in Landscape Architecture Conference, Los Angeles, CA

AWARDS

- » 2011 University Olmsted Scholar, Landscape Architecture Foundation
- » 2010 Student Community Service Award of Excellence, Landscape Progress Administration, American Society of Landscape Architecture
- » 2010 Shortlist for Urban SOS Competition, Phoenix: No Vacancy, AECOM





Land Economics Consultants, LLC

Firm Profile

Land Economics Consultants, LLC (LEC) is a relatively new small business set up as a California Limited Liability Corporation in 2010 to serve as the sole-proprietorship consulting vehicle for Mr. Steven E. Spickard, AICP, LEED AP. The longer history of “the firm” is synonymous with the career history of Mr. Spickard. He has 30+ years of experience in the field of land use economics, the majority of which was spent as a Principal of Economics Research Associates (ERA) based in San Francisco. ERA was a 50-year-old consulting firm specializing in land use economics, which no longer exists in its previous form. Over the last few years, subsequent to ERA’s acquisition by AECOM in 2007, the vast majority of the former ERA staff have left and formed a nationwide network of small consulting entities in each of the cities where ERA once had offices. Mr. Spickard, and Land Economics Consultants, routinely subcontracts with long time colleagues at ERA who are now consulting separately, but in an electronically interlinked way. We see our new business model as the 21st Century consulting “firm” combining principal level experience and deep specialized expertise, with well-oiled working relationships and low overhead. LEC maintains all the general liability and professional liability insurance typically required by public agencies (\$1,000,000 and \$2,000,000 aggregate).

**STEVEN E. SPICKARD, AICP, LEED AP**

Qualifications in Civic Facilities and Municipal Real Estate Consulting

Mr. Spickard has conducted over 400 major consulting assignments in his 30+ year consulting practice. A primary area of practice is the enhancement or revitalization of urban communities, with emphasis on the specific real estate development projects that enhance and define community life. Projects have included public-private partnerships to create venues, including conference and recreation centers, concert halls, performing arts facilities, libraries, as well as the full range of retail, restaurant, and hospitality uses that create vibrant urban entertainment districts. He has also conducted studies addressing the fiscal challenges facing California cities. A selection of projects that reflect Mr. Spickard's specialized experience by category includes the following:

Civic Facilities and Urban Economics

- **South San Francisco Community Civic Campus** – Mr. Spickard is currently serving as the land use economist on the interdisciplinary team retained by the City of South San Francisco to program and design a new recreation center and library complex to serve the needs of the city for the coming generation. Mr. Spickard is researching and recommending the appropriate sizes and features of such possible uses as: a suite of large flexible meeting spaces, a theater, a café, a commercial kitchen that may also be used for classes, a fitness center, and the appropriate integration of surrounding outdoor spaces into the building's functions.
- **Foster City Town Center Retail** – In 2011, the City of Foster City requested proposals from the top three developer teams that had submitted qualifications to develop a mixed use project along with a public gathering/open space and potentially some retail/restaurant uses on the 15 acres owned by the City across Shell Boulevard from Leo Ryan Park. In the RFP the City requested an independent Preliminary Market Analysis be included if any retail/restaurant uses were proposed by the developer team. Mr. Spickard analyzed the potential for new retail/restaurant uses of the type envisioned by the City and made recommendations regarding the type, scale and gross square footage that would be appropriate for Foster City Community Partners, the development consortium led by New Home Company that the City selected. The resulting project is now under construction as Foster Square.
- **Roseland Village (Santa Rosa)** – In an unincorporated pocket of Santa Rosa for the Sonoma County Community Development Commission, Mr. Spickard analyzed the economics and compared three alternative developer proposals for creation of a new community focus for a diverse and disadvantaged population, which would be centered on a one-acre public plaza and include a new library branch, youth center, affordable housing, and related commercial space.
- **Scotts Valley Town Center** – economic inputs to the Specific Plan for developing a town center in Scotts Valley, including market analysis, financial feasibility of planned uses, and financing / implementation strategies. The studies included evaluation of alternatives to identify the optimal size, mix, and location for a new library, park, transit center, and expanded pedestrian-oriented commercial development.
- **Port of San Francisco, Pier 27** – market demand and financial pro forma analysis for special event rentals and ancillary retail, restaurant and office uses associated with the proposed new cruise ship terminal at Pier 27.
- **Visitor Industry Support for Downtowns** – analysis of tourism demand for downtown amenities and the economic impact visitors have on downtown environments, for such cities as Santa Cruz, Solvang, Santa Barbara and San Francisco.



- **Riverwalk Development Potential** – market opportunities for private real estate enhancement through extension of San Antonio’s famed Riverwalk in the North and South Reaches, and potential for private funding of same for the San Antonio River Authority in Texas.
- **Urban Mixed-Use** – market and financial feasibility of developing a mixed office, retail, and residential structure with assistance from the Capitol Area Development Authority on the mall in Sacramento for Riverwest Development.
- **Waterfront Arts Complex and Mixed-Use Development** – Evaluation of a proposed 16-acre waterfront mixed-use development including office, retail, industrial/technology, historic preservation, and cultural arts components at Pier 70 for the Port of San Francisco.
- **Downtown Riverfront Attractions** – feasibility, operations and impacts of six proposed projects along the riverfront in Portland, Oregon, including restaurant, retail, market hall, and recreational uses.
- **San Mateo County Parks** – Assessment of the economic viability of five alternative reuse concept plans for the site of the former San Mateo County Honor Camp in the Santa Cruz Mountains.
- **Reuse of Historic Buildings** – Within the nation’s most urban park, market and financial real estate analysis for the collection of historic and non-historic buildings at the West End of Crissy Field within the San Francisco Presidio for reuse as hotel, retail, food and beverage, and special event spaces.
- **San Francisco Maritime National Historic Park** – Market analysis and financial feasibility pro formas for reuse of the historic Haslett Warehouse as a private hotel on a long term lease from the government (implemented as the Argonaut Hotel and NPS Visitor Center).
- **Sutro Historic District** – Market analysis and program recommendations for a new visitor center placed within the cultural landscape of this oceanfront site within the Golden Gate National Recreation Area. Ultimately implemented as the Land’s End Lookout.
- **Historic Downtown Districts** – market demand and financial pro forma analysis for alternative mixes of retail, hotel, residential, and office uses in a vibrant complex in the heart of the historic district of Santa Fe, New Mexico.
- **Large Site Infill** – for a 150-acre site owned by Solano County in the City of Vallejo, financial analysis of returns to private master developer and fiscal analysis of revenue flows to public partners from development of retail, restaurant, office, entertainment, and public assembly uses as a reuse strategy for a former county fairgrounds.

Entertainment and Arts Driven Projects:

- **Sacramento Performing Arts** – Analysis of the market for additional black box theater and other performing arts facilities in the Sacramento Metropolitan Area for the City of Sacramento.
- **Utah Performing Arts Center** – For the Redevelopment Agency of the City of Salt Lake City, analysis of the likely market support, event and attendance capture, and economic impact of a new 2,500-seat performing arts center in downtown Salt Lake City designed to house touring Broadway shows.
- **San Francisco Performing Arts** – Analysis of potential for redevelopment of the City-owned site at Grove and Van Ness as a new performing arts center.
- **Portland Development Commission** – Market analysis for Mixed-Use in support of the urban design planning to enhance the Rose Quarter Entertainment District including the Rose Garden Arena, Memorial Coliseum, Oregon Convention Center, and other facilities.



- **City of San Francisco** – Negotiating assistance, financial projections, and background market studies in support of City staff as they negotiated with Anschutz Entertainment Group (AEG) and Another Planet Entertainment (APE) over the lease for the Bill Graham Civic Auditorium.
- **Special Event Center in Sacramento** – Market projections and size recommendations for a special event center to be added to the campus of California State University-Sacramento.
- **Albuquerque Event Center and Entertainment Complex** – Financial analysis and economic impacts of developing a new arena and entertainment retail complex to add to the existing convention center and headquarters hotel in downtown Albuquerque, NM.
- **Round Rock, TX Event Center** – For the City of Round Rock, evaluation of a variety of candidate venues for possible public investment including multi-purpose indoor sports facility, convention/community center, performing arts and others, followed by a more detailed market analysis and feasibility assessment for the preferred multi-purpose indoor sports option.
- **Cal Expo** – Analysis of the concert market in the Sacramento Metro Region and feasibility study for a proposed new entertainment venue.
- **Santa Clara County/House of Blues** – Market analysis and financial feasibility of developing a 7,000-seat concert hall for popular music as a public/private partnership.
- **Oakland Redevelopment Agency/California Capital Group** – Market potential for live music and entertainment reuse of the Historic Fox Theater in Oakland, California.
- **State of Washington** - Economic implications of five proposed themed attractions designed to draw additional tourists from out-of-state.
- **City of Portland, Oregon** – Analysis of the revenue potential for continued use of the Memorial Coliseum as a sports and entertainment venue.

Economic and Fiscal Impact Analysis

- **City of Walnut Creek** – Fiscal implications of five alternative long-range development scenarios for the Downtown Core Area.
- **City of Dublin** – Fiscal impact of developing 7,000 acres in Eastern Dublin (multiple assignments).
- **City of Half Moon Bay** – Fiscal impact of developing the Ritz Carlton oceanfront resort hotel and conference center.
- **Los Angeles Convention and Visitors Bureau** – Economic impact of the total tourism industry in Los Angeles County.
- **City of Santa Barbara** - Evaluated long-range growth strategies for the City using a scenario analysis format to project alternative futures, including the economic impact of the city's tourism economy.
- **City of Los Angeles** - Economic and fiscal implications of changing management policies for the Los Angeles Convention Center.
- **San Francisco Planning and Urban Research Association** - Economic and fiscal importance of tourism to San Francisco.
- **Solano County** – Evaluation of the fiscal effects of making changes in the Solano County General Plan that would have allowed the development of "New Towns" in protected agricultural greenbelts.
- **Midpeninsula Regional Open Space District** – Fiscal analysis of the proposed annexation of 140,000 acres of coastal San Mateo County into this special district.

Mr. Spickard has evaluated markets for entire new towns as well as for individual proposed retail, residential, office, hotel, and mixed-use projects in dense urban settings throughout the Western United States. After assisting in project concept formulation from a market perspective, Mr. Spickard typically evaluates planning alternatives from the dual perspectives of private developer pro forma financial feasibility, and such entitlement concerns as job creation, economic development and fiscal impacts.

Prior to founding Land Economics Consultants, LLC, in 2010, Mr. Spickard spent 32 years with Economics Research Associates (ERA) and AECOM, which acquired ERA in 2007. Prior to that he worked several years at SRI, International, and had job experience in local, regional, state and federal governments. Mr. Spickard graduated Magna cum Laude from the University of California, Berkeley, with a BA in economics. He later returned to Berkeley to earn a Master's degree in City and Regional Planning. Steven E. Spickard, A.I.C.P., is a charter member of the American Institute of Certified Planners, a member of the Urban Land Institute (ULI), and is a LEED Accredited Professional with the US Green Building Council.



111 Pine Street
Suite 1315
San Francisco
CA 94111

415 981 9430
415 981 9434 fax
info@tbdconsultants.com
www.tbdconsultants.com

TBD Consultants is a corporation dedicated to the provision of excellence in construction cost management services to owners and their professional consultants.

TBD provides sound advice on project delivery, schedule set up and early budget definition. We are expert in developing preliminary budget estimates based on the most conceptual information. Our clients depend on our ability to provide them with defensible and reliable information at the very earliest stages of their project.

RELEVANT EXPERIENCE:

BURKS TOMA ARCHITECTS

West County Wastewater District,
Richmond, CA
USD MP-Administration Building &
Control/Lab Building, Union City, CA
Sunnyvale WPCP Master Plan,
Sunnyvale, CA
WCCUSD-Human Resources
Relocation Study, Richmond, CA
Berkeley Animal Shelter, Berkeley, CA

COMMUNITY CENTER

San Jose Calabazas Community
Center, San Jose, CA
Kensington Community Center
Remodel, Kensington, CA
Millbrae Community Recreation
Building, Millbrae, CA
Elk Grove Community and Senior
Center, Elk Grove, CA
Future Community Facilities, San Bruno,
CA
Pacific Highlands Ranch Community
Park, San Diego, CA
Presidio Lodge, San Francisco, CA
Stupak Community Center, Clark
County, NV
Shih Yu-Lang Central YMCA, San
Francisco, CA

Community College of South Nevada,
Clark County, NV
Dr. William U. Pearson Community
Center, Clark County, NV
West Sacramento Community Center,
West Sacramento, CA
Mountain View Senior Center, Mountain
View, CA
Dublin Senior Center, Dublin, CA
City of San Jose, Roosevelt Community
Center, San Jose, CA
Yerba Buena redevelopment, San
Francisco, CA
4th & San Fernando Parking Garage,
San Jose, CA
Gardner Community Center (includes
parking space), San Jose, CA
Camden Community Center, Camden,
CA

RECREATION

San Mateo Recreation Facility, San
Mateo, CA
Salinas Recreation Center Phase II,
Salinas, CA
SDSU - Aztec Recreation Center, San
Diego, CA
Fair Oaks Park Recreation Renovation
and Skatepark Lighting, Sunnyvale, CA
Skyline College Recreation Center, San
Bruno, CA
Canada College Student Recreation
Center, San Mateo, CA
Renaissance Village of Moreno Valley,
Murrieta, CA



UC Davis, Activities and Recreation Center (ARC), Davis, CA
 Recreation Center, Sun City, Lincoln Hills, CA

National Park Service - IDIQ, Yosemite National Park, CA
 Presidio Parklands Cost Consulting, San Francisco, CA
 McNears Beach Park Master Plan, San Rafael, CA
 Sunol AgPark, Sunol, CA
 Balboa Park ADA Upgrades, San Francisco, CA
 Boedecker Park, San Francisco, CA
 Riverfront, Phase 2 Promenade Park Improvements, Sacramento, CA
 Mountain View Regnstorff Park Master Plan, Mountain View, CA
 Antelope Community Park, Sacramento, CA

PARK

Southview Park Renovation, Sausalito, California, Sausalito, CA
 Sitework at Bridalveil Falls, Yosemite National Park, CA
 Girl Scout Camp, Frazier Park, CA
 Crissy Field Improvements, San Francisco, CA
 Fair Oaks Park Recreation Renovation and Skatepark Lighting, Sunnyvale
 Pacific Highlands Ranch Community Park, San Diego, CA

KEY STAFF – GORDON BEVERIDGE

BACKGROUND

Gordon Beveridge is an Executive Vice President with TBD Consultants , with responsibility for all aspects of Cost Management and focusing on Biotech, Hi-Tech, Aviation, Education, Healthcare and Public Sectors.

Gordon has diverse experience in the fields of quantity surveying, construction management, value engineering, litigation support and cost estimating. He has conducted Value Engineering workshops, arbitrated on construction cases, and worked on highly classified projects, and has prepared published articles for technical professional magazines.

EDUCATION

Quantity Surveying, Kirkcaldy Technical College / Glasgow College of Building, Scotland, 1967
 40- Hour Value Engineering Training Workshop

CERTIFICATIONS / AFFILIATIONS

Fellow, Royal Institution of Chartered Surveyors, UK (FRICS)
 Associate, American Association of Cost Engineers (AACE)
 Associate American Society of Professional Estimators (ASPE)
 LEED Accredited Professional

REFERENCES

Ernie Yamane	Steinberg Architects	408 295 5446
David Lenehan	HLC Associates	925 945 8598
Phil Newsom	TBP Architects	925 246 6419



City of Foster City

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

Conceptual Design Plans Multi-use Recreation/Community Facility and Adjoining Park

Closing Date and Time

The City of Foster City requires that two (2) hard-copies and one (1) electronic copy of each proposal be submitted by 2:00pm PST on February 15, 2018. The proposal should be delivered to the Parks and Recreation Department at 650 Shell Blvd., Foster City, CA 94404.

Contact

Jennifer L. Liu
Director of Parks and Recreation
650 Shell Blvd
Foster City, CA 94404
jliu@fostercity.org
650-286-3380

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES**

**Conceptual Design Plans
Multi-use Recreation/Community Facility and Adjoining Park**

Index

1. Invitation
2. General Information
3. Required Proposal Content
4. Proposal Submittal Procedure
5. Scope of Services and Management and Project Controls
6. Selection & Evaluation Criteria
7. Insurance

Attachments

- A. Draft Scope of Services
- B. Defined Facility & Site Assumptions
- C. Functional Space Allocation Worksheet
- D. Community Outreach Findings
- E. Current Fiscal Year Parks and Recreation Department Budget
 1. Recreation Administration
 2. Special Recreation
 3. Parks Maintenance
 4. Building Maintenance Operating Line Item Budget
 5. Building Maintenance Allocation per Department
 6. 5-year CIP
- F. Sample Agreement for Professional Services

1.0 Invitation

The City of Foster City invites proposals for Professional Services to develop Conceptual Design Plans for the design of a new Multi-use Recreation/Community Facility and supporting amenities within Leo Ryan Park. This facility is managed by the Foster City Parks and Recreation Department.

The Services required shall include pre-design activities and deliverables as well as deliverables associated with conceptual design plans.

The goal of this project is to explore opportunities to enhance the community's experience of a multi-use recreation/community facility and the surrounding Leo Ryan Park. The conceptual design plan will allow the City Council to begin to focus the options for the building and surrounding site such that the scope of the project can be determined.

The ideal submittal will demonstrate strategies to create an effective and dynamic public gathering space with capacity to offer a regional destination.

The City is interested in a project delivery methodology that allows for collaboration between the City Council Subcommittee, City staff, and the Consultant

RFP issued: January 8, 2018

RFP closes: February 15, 2018 at 2:00pm

1.1 Mandatory Site Visit & Pre-bid Meeting

There is a mandatory site visit and pre-bid meeting for interested proposers at 1pm on January 24, 2018 at the Recreation Center Mist Room located at 650 Shell Blvd., Foster City, CA 94404.

2.0 General Information

2.1 Introduction & Background

Foster City is approximately four square miles, located approximately 25 miles south of San Francisco and 30 miles north of Silicon Valley with easy access from HWY 101 and HWY 92. It is a culturally diverse community of roughly 31,000 residents. Unique to Foster City is the beauty and access to water, both the San Francisco Bay and its manmade lagoon system.

The City of Foster City is a "Planned Community," constructed and implemented based on an organized program of development that was conceived over 40 years ago. The City was originally designed to be a suburban community with a clear community center (Metro Center) and an industrial base to support required services. While Foster City is relatively young, it faces challenges similar to surrounding communities related to sustainability (economic, environmental, and social) as the City nears build-out as well as aging infrastructure and the related long-term maintenance associated with end of useful life replacements.

The William E. Walker Recreation Center, situated in Leo J. Ryan Memorial Park, opened to the public in 1974. The current need for significant structural upgrades to this aging facility has dictated the timing to evaluate the best and highest use of the Recreation Center facility and its surrounding park amenities.

Leo J. Ryan Memorial Park is located in the center of the City, encompassing 20 acres overlooking Central Lake, the largest water expanse in the lagoon system. Besides the wonderful waterfront setting, the Park includes a number of outdoor amenities, including an outdoor amphitheater; Duffy boat tie-up cleats; boardwalk; expansive lawn areas; a gazebo on the lake; tennis and bocce ball courts; a hilltop picnic area; Boat House, and restroom facilities.

Between October 2016 and April 2017, the City completed a Community Input Study to provide information on creating a fully functional Recreation Center Master Plan that will serve the Community's current and future needs. Links to the reports and presentations to date on this project can be found at: <http://www.fostercity.org/parksandrecreation/features/Recreation-Center-Dev.cfm>

Quality of life is a priority for Foster City residents, and many choose Foster City as a home based on its 24 parks and sense of community. As the community continues to experience the regional struggles associated with transportation, housing, and economic development, it is critical to safe guard Foster City's tradition of creating a welcoming environment for all – a place where residents can take pride in their community and experience a sense of belonging and a place that attracts visitors to the "jewel of the Peninsula."

3.0 Required Proposal Content

To be considered responsive to this RFP, submittals should address the requested items in subsections A, B, C, D, E, and F below. The body of each proposal, excluding cover letter and appendices, should not exceed 20 pages, single-sided. Extensive, complex analytical work that would otherwise be performed during the course of work for the project should not be included.

The cover letter should not exceed one page. Resumes for the proposed project and sub-consulting teams, if any, should be included in an appendix. Do not submit additional information beyond what is requested.

Proposals should be bound with numbered tabs identifying each section herein specified.

Failure to comply with these requirements may be cause for your proposal to be considered non-responsive.

To demonstrate your qualifications and ability to perform the consultant services described in Attachment A, Draft Scope of Services, the Consultant shall submit a proposal containing information as summarized in this section. Responses shall be concise and are intended to address the Consultant's qualifications and experience.

A. Executive Summary

A summary containing highlights of Consultant's qualifications to provide the services described in the RFP, why the Consultant's organization would be well-suited to provide the required services, and a narrative of the Consultant's understanding of the project and services required.

B. Project Approach

A summary describing how the Consultant team would be organized and its proposed approach for performing the services that will be structured to ensure:

- Quality performance
- Responsiveness to City Staff and project requirements.
- Cost control and ability to complete the project within scope, schedule, and budget.

The project approach should include a discussion of the Consultant's cost and schedule monitoring methodologies, methodologies used to monitor degree of completion, and techniques to facilitate communications.

C. Consultant's Qualifications and Experience

Detailed information, demonstrating Consultant's experience on similar projects to that contemplated in the RFP. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein:

- Legal name of firm
- Location(s) and telephone number(s)
- Name of parent company, if any
- Date firm established
- Type of organization (partnership, corporation, etc.) and where incorporated, if applicable
- Current size of firm and size variation during the past five years including size of office doing work locally
- Firm organization chart
- Names and resumes of firm's officers, principals and other key personnel
- Current commitments to other projects to confirm Consultant's ability to commit resources including personnel to subject project
- List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name, and telephone number
- Additional pertinent information to aid the City in assessing Consultant's qualifications and experience

Proposed Project Team describing key personnel and qualifications:

- Organization chart showing the proposed relationship among key personnel for the project, and any sub-consultants
- Name, position, summary of qualifications and related experience, and proposed responsibility of the project manager and key personnel on the proposed project team
- Proposed plan for quality and cost control to enhance the service and responsiveness to project needs

D. Related Projects

Sample projects that the proposed project team has worked on together. Projects that are similar to development of conceptual design plans and master plans are preferred. A brief description of projects for which the Consultant has provided similar service during the past five years including the following information:

- Client reference(s)
- Project description including total project cost and location
- Description of services provided
- Total value of services provided
- Budget performance
- Schedule performance
- Key personnel involved
- Sub-consultants employed

E. Compensation

The Consultant shall submit a not-to-exceed cost proposal based on the tasks in **Attachment A: Draft Scope of Services**. The Consultant shall provide a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated time expected for each task. The budget for each task must be presented as a not-to-exceed, with all overhead/expenses included in the cost proposal. Optional tasks should be included as separate line items in the cost proposal. The City shall retain the right to eliminate or modify the tasks included in **Attachment A: Draft Scope of Services**.

All costs associated with developing and submitting proposals for the work contained herein are entirely the responsibility of the proposing consultant(s). The City shall assume no liability therefore.

F. Standard Terms and Conditions

The City's standard Professional Services Agreement template is attached to this RFP as Attachment F. Consultant's must acknowledge in its proposal its willingness to agree to the terms of this agreement or identify any terms that are not acceptable. The City reserves the right to reject proposals if agreement cannot be reached on contract terms.

4.0 Proposal Submittal Procedure

4.1 Submission Timeline

Deadline for proposal submission is **2:00pm PST on February 15, 2018.**

Proposals received after this time will not be considered.

It is the responsibility of the applicant to confirm delivery of submission.

4.2 Requirements

Proposals must meet the following requirements:

- Signed by an officer authorized to bind the Consultant contractually
- States that the proposal is binding for a 90-calendar day period
- Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process
- Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm
- Submit two (2) hard-copies and one (1) electronic copy of the proposal

4.3 Contact Information

Submit proposals to:

Jennifer L. Liu, Director of Parks and Recreation

650 Shell Blvd, Foster City, CA 94404

650.286.3380

jliu@fostercity.org

Address questions pertaining to the RFP, Scope of Services, or project to the same contact listed above.

5.0 Scope of Services and Management and Project Controls

5.1 Scope of Services

A general Draft Scope of Services is included as Attachment A. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is based upon completing Conceptual Design Plans for a Multi-use Recreation/Community Facility and Adjoining Park Site. The City reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. The City also reserves the right to reject all proposals.

5.2 Management and Project Controls

Consultant shall agree to complete professional services for Conceptual Design Plans for a Multi-use Recreation/Community Facility and Adjoining Park Site. Guidelines for proposing a preliminary schedule and management and project controls are provided below.

A schedule for the project showing the proposed dates for key activities shall be included in the Consultant's proposal. The schedule shall indicate the relationships of activities shown on the schedule. An updated monthly schedule is required as component of this project.

The Consultant's proposed project schedule shall include but is not limited to the following items:

1. Length of time to complete each task
2. Total project time
3. Key points of input/review from City staff
4. Internal Consultant quality control procedures

In performing the Scope of Services, the Consultant shall, at a minimum, execute the management and project controls described below:

1. The Consultant shall designate a project manager(s), acceptable to the City, who will be responsible for the work, developing the Pre-design Phase, implementing the project management procedures and controls,

maintaining effective communications among the Consultant, the City, and other involved agencies and organizations, and delivering the Conceptual Design Phase.

2. The project work plan shall be prepared in the degree and detail appropriate to each phase of the project and shall be updated as the project progresses. The work plan shall be approved by the City project manager and shall provide the basis for determining timeliness and cost effectiveness of the Consultant's execution of the Scope of Services.
3. During the course of the project and to support each and every invoice, the Consultant shall furnish control reports that shall include the following:
 - A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, inspections, etc.
 - A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the City project manager.
 - The Consultant shall be available for consultation with the City project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect the project scope, quality, schedule, or cost.

6.0 Selection & Evaluation Criteria

The project will be awarded to the Proposer that best demonstrates overall responsiveness to the RFP and the selected firm will be further evaluated on the clarity and relevance of information presented.

Interviews will be scheduled as part of the evaluation process. After final evaluation, a contract will be negotiated with the highest ranked consultant who, in the City's sole judgment, best meets the qualification criteria. If the highest ranked consultant and the City cannot reach agreement in the negotiations, the City may terminate negotiations and, at its option, negotiate with the next ranked consultant. The City reserves the right to reject any or all proposals, waive irregularities in any statement, accept or reject all or any part of any statement, or waive any requirements of the proposals, as may be deemed to be in the best interest of the City.

All proposal submissions will be evaluated as follows:

1) Completeness & Overall Quality of Proposal (10 points):

- Submission criteria are met
- No weaknesses or deficiencies evident
- Tailored to meet needs of Foster City's project

2) Experience (25 points):

- Relevant knowledge, experience and qualification of the Consultant and team members, and subcontractors if applicable, with focus on similar projects. Include resumes or staff profiles for members of the consulting team.
- Demonstrated experience working with municipalities on similar types of projects.
- Provision of at least three (3) relevant and recent references.

3) Understanding (20 points):

- Demonstrated understanding of the project scope, objectives, deliverables and schedule requirements.
- Understanding of how the project needs to progress to inform decision-making on the overall scope and budget for the project.

4) Technical (30 points):

- Proposed methodology outlines how each stage will be completed including the integration of project management, construction management and overall coordination of a successful project.
- Work plan and project schedule with project milestones and associated deliverables.

5) Financial (15 points):

- Proposed project costs and fee schedules, include detailed cost breakdown and estimates for each stage and type of service.

7.0 Insurance

Included in the template Agreement for Professional Services (Attachment F) are the insurance requirements necessary to execute a contract with the City of Foster City. Insurance will not be approved if it does not include endorsement of the City as an additional insured with:

- Primary/non-contributory
- Severability of Interest
- Cancellation Notice
- Waiver of Subrogation



DATE: April 16, 2018

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Jennifer Liu, Parks and Recreation Director

SUBJECT: APPROVAL OF NOMINEES FOR INDUCTION INTO THE FOSTER CITY COMMUNITY WALL OF FAME FOR 2018

RECOMMENDATION

The Ad Hoc Community Wall Of Fame Selection Committee recommends that the City Council approve the attached resolution approving the following nominees for induction into the Community Wall of Fame for 2018:

- Jeff Brown
- Gene Bruce
- Linda Grant

EXECUTIVE SUMMARY

Nominations for the Community Wall of Fame are held every other year as of 2012. The Foster City Community Wall of Fame Selection Committee is comprised of representation from Citizen Advisory Committees and past Community Wall of Fame inductees, who serve on a self-appointed, voluntary basis. The Citizen Committees invited to send a representative for the Selection Committee include:

- Audit Committee
- Information Technology Advisory Committee
- Parks And Recreation Committee
- Youth Advisory Committee

Up to three past Community Wall of Fame Inductees may participate on the Selection

Committee.

The Ad Hoc Community Wall of Fame Selection Committee met on March 21, 2018. Their recommendation of three (3) nominees into the Community Wall of Fame was unanimous based on the distinctive and unique merits of each nominee. Pursuant to Resolution No. 2011-42, the City Council will make the final decision regarding inductees to the Community Wall of Fame for 2018.

BACKGROUND/ANALYSIS

Per Resolution No. 2011-42, each of the Citizen Advisory Committees and past Community Wall of Fame Inductees were engaged to participate on the Ad Hoc Community Wall of Fame Selection Committee. The 2018 Selection Committee consisted of five (5) members.

Audit Committee - Colleen Brodbine Boyarsky
Parks & Recreation Committee - Charles Tomberg
Past Community Wall of Fame Inductee - Karen Dyckman
Past Community Wall of Fame Inductee - Robert Fitzgerald
Past Community Wall of Fame Inductee - Roger Chinn

The Ad Hoc Community Wall of Fame Selection Committee met on March 21, 2018 and listened to a 5-7 minute presentation by the nominator for each nominee, followed by a question and answer period. Deliberations were held upon conclusion of the presentations and resulted in the unanimous Ad Hoc Community Wall of Fame Selection Committee recommendation based on the distinctive and unique merits of each nominee.

The following nominees are recommended for induction into the Community Wall of Fame:

- Jeff Brown
- Gene Bruce
- Linda Grant

Each 2018 Community Wall of Fame nominee is separate and unique in their contributions to the City. All have been active at different times and in different ways that have shaped Foster City traditions of giving back to the community and taking bold action for the benefit of the community.

Pursuant to Resolution No. 2011-42, the City Council will make the final decision regarding which nominees will be inducted into the Community Wall of Fame for 2018. For City Council's information and consideration, City staff provided under separate

cover, the entire nomination packet for each nominee. These documents are available for review in the City Clerk's office.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Minute Order No. 807
- Attachment 3 - Resolution No. 2011-42
- Attachment 4 - Jeff Brown Application
- Attachment 5 - Gene Bruce Application
- Attachment 6 - Linda Grant Application

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING THE NOMINEES FOR INDUCTION INTO THE FOSTER CITY COMMUNITY WALL OF FAME

CITY OF FOSTER CITY

WHEREAS, the City Council authorized the establishment of the Foster City Community Wall of Fame; and

WHEREAS, an Ad Hoc Community Wall of Fame Committee was formed pursuant to Resolution 2011-42 to review the nominees' qualifications based on standards and criteria as established by City Council; and

WHEREAS, this Ad Hoc Committee reviewed all three nominees' qualifications and has recommended their induction into the Community Wall of Fame for 2018.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Foster City does hereby approve the following nominees for induction into the Community Wall of Fame for 2018:

- Jeff Brown
- Gene Bruce
- Linda Grant

PASSED AND ADOPTED as a Resolution of the City Council of the City of Foster City at the special meeting held on the 16th day of April 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

MINUTE ORDER

No. 807

OFFICE OF THE CITY CLERK
FOSTER CITY, CALIFORNIA

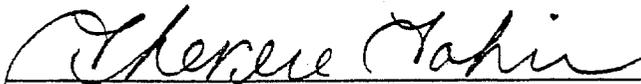
Date: December 5, 2002

Attention: City Council
Kevin Miller, Director of Parks and Recreation ✓

City Council/Board of Directors Meeting Date: December 2, 2002

Subject: Criteria, Number of Inductees, and Selection Process for Community Wall of Fame 2003

Motion by Vice Mayor Townsend, seconded by Councilmember Wilder, and carried unanimously, 5-0-0, IT WAS DIRECTED, to maintain the current criteria and standards for nominees to be inducted into the Community Wall of Fame, limit the number of inductees to two per year, and use the ad hoc committee to review the nominations and to recommend to the City Council which two nominees should be inducted into the Community Wall of Fame along with the names of all nominees who met the criteria and standards but who were not being recommended for induction. The City Council will then make the final decision regarding inductees to the Community Wall of Fame for that year.


CITY CLERK/DISTRICT SECRETARY

FILE COPY

RESOLUTION NO. 2011-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY ADOPTING REVISIONS TO THE COMMUNITY WALL OF FAME PROCESS AND CRITERIA

CITY OF FOSTER CITY

WHEREAS, the City Council has established a Community Wall of Fame program to recognize outstanding contributions of Foster City citizens; and

WHEREAS, the City Council has identified revisions to the Community Wall of Fame process and criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize and approve revisions to the Community Wall of Fame process and criteria as outlined below.

Changes to the Community Wall of Fame process and criteria include:

1. Nominations for the Community Wall of Fame will be held every other year beginning in 2012.
2. The Foster City Community Wall of Fame selection committee will consist of one representative from the following advisory committees and three past inductees of the Community Wall of Fame:
 - o Audit Committee
 - o Information Technology Committee
 - o Parks and Recreation Committee
 - o Youth Advisory Committee
 - o Three past inductees of the Community Wall of Fame
3. Modified Wall of Fame application
4. Community Wall of Fame time line
5. The nominee cannot be currently employed by the City of Foster City.

Components of the Community Wall of Fame process that will not change include:

1. The selection committee recommends a maximum of two nominees for induction and submits a list of all nominees who met the criteria and qualifications. The City Council will make the final decision regarding induction to the Community Wall of Fame with a maximum of two inductees per selection process.
2. The application and signature sheet shall not be carried over and a new application and signature sheet must be submitted as part of a new Community Wall of Fame application process.

The following criteria for nominees to the Community Wall of Fame is as follows:

1. Nominee cannot be currently employed by the City of Foster City.
2. Resident of Foster City during the nominee's community service.
3. Minimum ten years of community service.
4. Provide 25 signatures from residents of the City of Foster City supporting this nomination for induction to the Community Wall of Fame.
5. Nominee may be living or deceased.
6. Spokesperson to present nominee's qualifications (a 3-5 minute presentation) to the City's Wall of Fame Ad Hoc Committee and if selected to the Foster City City Council.
7. Applicants will be asked to submit a 5" x 7" photo of the nominee for the Wall of Fame for a photo archive to be maintained by the City.
8. The nominator and nominee must both sign the application attesting to its accuracy.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Foster City at the regular meeting held on the 2nd day of May 2011 by the following vote:

AYES: Councilmembers Bronitsky, Frisella, Kiesel, Wykoff, and Mayor Koelling

NOES: None

ABSENT: None

ABSTAIN: None


LINDA KOELLING, MAYOR

ATTEST:


DORIS L. PALMER, CITY CLERK

Application for Nomination to the Foster City Community Wall of Fame 2018

Please review the attached criteria before submitting an application to nominate an individual for consideration to the Foster City Community Wall of Fame. Applications that are submitted but do not meet the criteria will be rejected. By nature of these signatures, the nominee and the nominator attest to the accuracy of the information provided. A maximum of two nominees per induction year will be selected per Minute Order 807.

If the person you wish to nominate meets the criteria, please complete this application form including signature sheet. Nominations may be rejected if the form is not complete.

Date: FEBRUARY 29, 2018

Nominee - Person being nominated: JEFF BROWN

Current address (Not applicable if deceased): 240 STAYSAIL CT.

Signature of Nominee: [Signature]
(Not applicable if deceased)

Nominating Party - Person submitting nomination:

Name: DR. JON B. GRANT

Address: 653 PITCAIRN DRIVE

Preferred contact phone #: 574-0520 E-Mail: JONBGRANT@aol.com

Signature of Nominator: [Signature]

Nominee Qualifications: Describe in chronological order the nominee's community service.

Dates:	Organization(s) served:	Roles / Responsibilities / Service Provided:

Total years of Foster City community service: 30+ (minimum of 10 years)

Reason you believe nominee should be inducted into the Community Wall of Fame: On a separate piece of paper, clearly indicate the reasons why you believe the nominee should be inducted and how the nominee's service has made an impact on the community (limit 2 pages). A one page letter of recommendation may also be attached.

If you have questions regarding the nomination process, please call Jennifer L. Liu, Director of Parks and Recreation, at (650) 286-3390 or send an e-mail to jliu@fostercity.org.

COMPLETED APPLICATIONS MUST BE SUBMITTED BY 5:00 P.M. March 9, 2018 TO:

**Jennifer L. Liu
Director of Parks and Recreation
650 Shell Boulevard
Foster City, CA 94404**

You will be notified no later than March 16, 2018 as to the status of your nomination and presentation time scheduled for Monday, May 21, 2018.

- o Nominee for induction must meet all criteria (see bottom of page).
- o This Completed Signature Sheet must accompany *Nomination to Community Wall of Fame Application.*
- o A 5" x 7" photograph is required and must be attached.
- o All signatures must be from residents of the City of Foster City.

NAME OF NOMINEE:

No.	Name (print)	Address and Phone #	Signature
1.	JON GRANT	653 PITCAIRN DR ⁵⁷⁴ 6520	[Signature]
2.	LINDA Grant	653 Pitcairn Dr. ⁵⁷⁴ 6520	[Signature]
3.	GREG KUHIL	881 REGULUS ST	[Signature]
4.	WILLIAM EHOW	307 Delphinia Isle ⁶⁵⁰⁻⁵⁷³⁻⁶³⁸⁷	[Signature]
5.	RIK WYKOFF	704 ANDBAR C19 ³⁴¹⁻⁹¹⁶⁴	[Signature]
6.	ED GROHE	853 BALBOA LANE ⁵⁷³⁻¹⁵²²	[Signature]
7.	MARY LOU GRIFFIN	780 CORONADO LN ³⁴¹⁻³⁸²²	[Signature]
8.	NICK CONRADY	118 DECATUR ⁵⁷²⁻¹⁵⁷⁷	[Signature]
9.	Michael Deton	720 Mania ⁷²²⁻¹¹⁶⁹	[Signature]
10.	Mike Hoffman	905 URSO LN ⁶²⁷⁻⁸⁰⁸⁸	[Signature]
11.	John Ko	836 Polaris Ave ⁵⁷⁰⁻⁷⁰⁵⁹	[Signature]
12.	Steve Okamoto	630 Leary. ⁶⁵⁰⁻⁵⁷⁴² 141	[Signature]
13.	Patricia Williams	876 ANTHEM	[Signature]
14.	ROBERT MILLER	720 CORONADO LANE ⁴⁵²⁻⁴⁹⁶	[Signature]
15.	SPENCER COURTIN	168 FLYING MUSTANG ⁵⁷²⁻⁶⁶⁷⁷	[Signature]
16.	Andrea Pond	836 Andromeda Lane ³⁹³ 4851	[Signature]
17.	PHILI ROMOLI	851 LURLINE DR ⁵⁷⁴ 7106	[Signature]
18.	STANLEY POND	836 ANDROMEDA LN ⁵⁷⁶⁻ 3926	[Signature]
19.	James Cavagnaro	277 Turnstone Ct. ³⁴⁶⁻⁴⁵⁰¹	[Signature]
20.	Robert Mike	303 Dolphin Isle ⁴¹⁵⁻ 706-2152	[Signature]
21.	Ollie Pratum	1014 Monterey Av ⁴¹⁵⁻⁶⁰⁸ 9625	[Signature]
22.	Larry Lawarth	620 Green ⁴¹⁵⁻⁶⁷²⁻²⁸⁷	[Signature]
23.	Debra Williams	331 Brunion CT ⁶⁵⁰⁻⁸⁶⁷⁻³⁰⁴⁵	[Signature]
24.	Ira Fruitman	331 Sea Horse Ct ⁶⁵⁰⁻⁴⁰⁶⁻²⁰⁰⁰	[Signature]
25.	Noemi AVRAM	625 PLYMOUTH LN ⁶⁵⁰⁻⁵⁷³⁻⁶²⁶³	[Signature]

Criteria for Nominees to the Community Wall of Fame

1. Nominee cannot be currently employed by the City of Foster City.
2. Resident of Foster City during the nominee's community service.
3. Minimum ten years of community service.
4. Provide 25 signatures from residents of the City of Foster City supporting nomination of candidate for induction to the Community Wall of Fame.
5. Nominee may be living or deceased.
6. Spokesperson to present nominee's qualifications (a 3-5 minute presentation) to the Community Wall of Fame Selection Committee and if selected to the Foster City City Council.
7. Applicants will be asked to submit a 5" x 7" photo of the nominee for the Community Wall of Fame for a photo archive to be maintained by the City.
8. The nominator and nominee must both sign the application attesting to its accuracy.

Jeff Brown - Nominee for Foster City "Wall of Fame" 2018

Jeff and his wife, Phyllis, have been residents of Foster City since 1974. Jeff's volunteer activities over almost four decades are numerous and varied. He has been involved in Foster City sports since his children, Chris and Robyn, were very young and has now expanded his involvement and interests to encompass Rotary, the Foster City Village, tending to the roses in front of the Parks & Rec Center and Library as well as coordinating the Second Harvest Food Bank food distribution to seniors in cooperation with Rotary, The Village, the PJCC and the Parks & Rec Department.

JEFF BROWN: Positive Example, Organizer, Coach and Player.

Jeff proposed and coordinated the first T-ball teams in 1989. T-ball was first run through the Rec Center and then adopted by the Foster City Little League. Jeff served as the commissioner for this new league for four years. He designed a special T-Ball field that can be safely used by up to 13 players that is still in use today - 28 years later. He coached Little League baseball from 1989-1994, Pony League in 1995-1996 and again in 2004-2009. He has coached Fall Ball, the Foster City All-Stars (winners of District 52 Championship in 1992), Boys Soccer 1987-1991, Girls Soccer 1987-1989 and Bowditch Girls Basketball 1998. Jeff was San Mateo High School Athletic Booster President from 1998-2004 - serving although his kids had graduated in 1966! These years of guiding Foster City youth to become better players and in some cases champions afforded Jeff the honor of Little League Volunteer of the Year (1995) and of being inducted into the Foster City Athletic Wall of Fame (2003) and the San Mateo High School Athletic Hall of Fame (2005). Jeff is also a member of the Foster City Tennis Club and has played doubles or mixed doubles for many years garnering the highest age group ranking. Although he had never played bocce ball in the past he took up the sport three years ago and his "old" coaching skills came out as he guided his team (also quite old) to five season championships and the Ultimate Foster City Bocce Ball Championship in the last two years!

JEFF BROWN: Rotarian Volunteer and Mentor.

Jeff joined the Rotary Club of Foster City, California USA in 2010. Since that time he has maintained many years of 100 % attendance, served on numerous volunteer activities and committees - many of which he has chaired. Jeff has shared his vocation through the Vocational Minute, a program that is instrumental in our winning the Vocational Service Award several times. His enthusiasm for his former vocation of Navy crewman was shared with us through video and old still photos. At another Vocation Minute Jeff shared with us his love for sports and competition that resulted in his being recruited for one of our Club's Bocce Ball Teams. He immediately took over as "Coach" and led this group of misfits to six citywide victorious seasons over the last two years!

Jeff is a leader in the Foster City Club as well as the community of Foster City. He has participated in many, if not most, of our Community Service Projects. He has volunteered for and taken over the leadership for the One Warm Coat drive for many years and was responsible for setting new records for number of donations received year after year. This was done by Jeff recruiting other community groups in our efforts to collect coats and blankets - especially productive was Jeff's recruiting the local Girl Scout troop and then personally picking up and delivering three pickup truck loads of donations from them last year. He has not only volunteered for RibFest and One warm Coat but also for Concerts in

the Park, Senior Ball, Spaghetti Feed, Rose Pruning, Foster City VILLAGE and Samaritan House.

Jeff has traveled to the Yurok Nation playground installation both times that we have made this Club trip. He has helped take out the donated playgrounds here in San Mateo County and then transported them to Klamath California to dig holes, mix concrete and re-assemble these “repurposed” playgrounds for people in need. When it was determined that Rotarians were getting too old and frail to solely attend to the roses, Jeff recruited the Boy Scouts and Girl Scouts to help with the heavy pruning and other maintenance tasks. (Although Jeff is 70 years old he is not one of the “old and frail Rotarians” mentioned above!) He was so successful in this youth development that the job of winter pruning that took eleven sessions last year was completed in ONE day through his guidance this season.

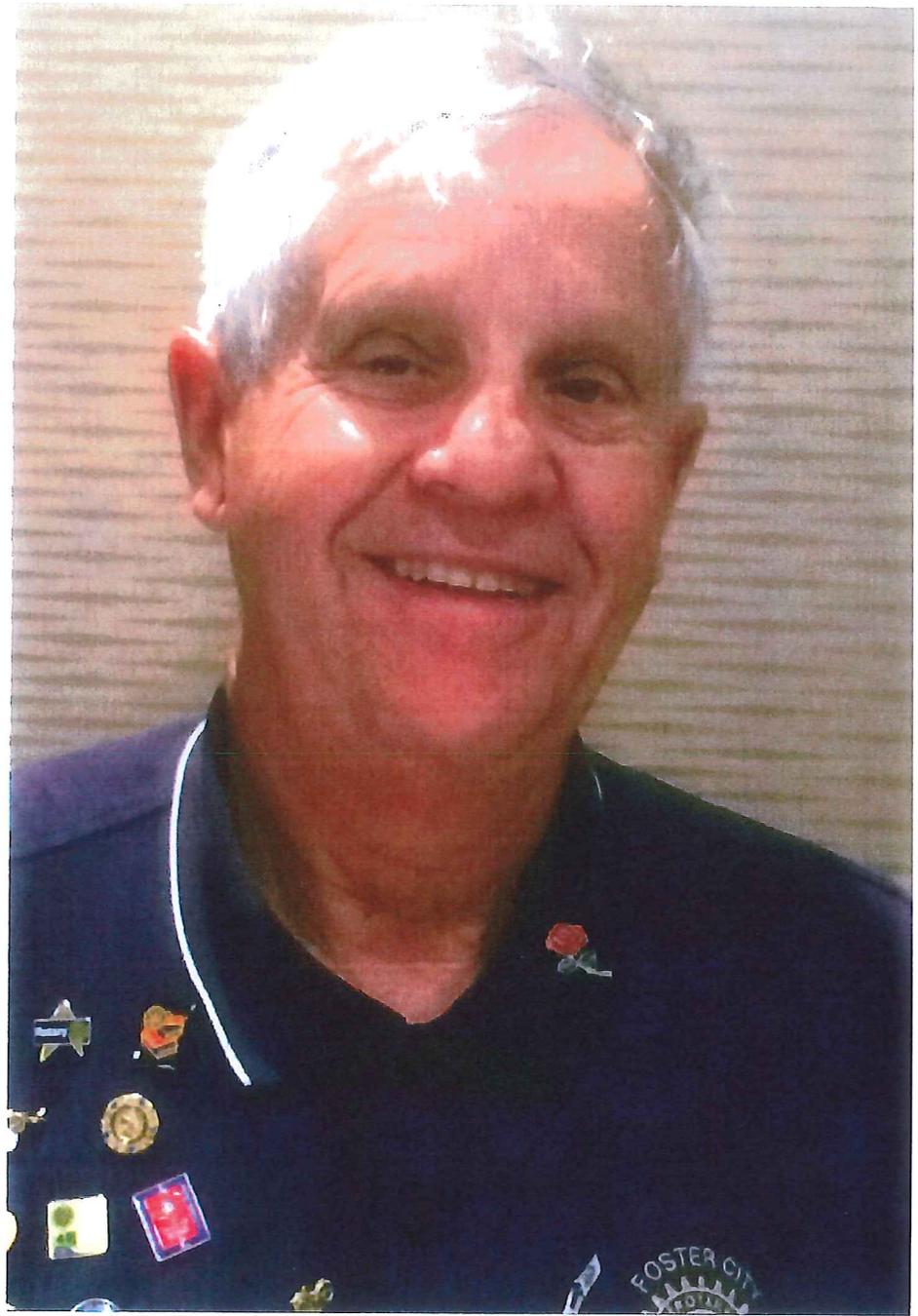
JEFF BROWN: Community Activist, organizer and volunteer.

Jeff was a major force in organizing the vote and spearheading the successful passage of the \$137.5 million Measure D bond for the rebuilding of San Mateo High School in 2000. Jeff was on the initial planning committee for the Foster City Village in 2011 and not only one of the first to volunteer but soon took over as coordinator for volunteer activities by coordinating and tabulating volunteer drives and other services provided. He and his wife, Phyllis, coordinate and carry out the four Village social events each year – including decoration, catering, providing rides and entertaining the seniors that attend. Jeff is the “go to guy” for any Village jobs that need to be done including late night plumbing and electrical repairs, garage door repairs, lock installation and emergency rides.

Jeff has taken a leadership and active volunteer role in the latest joint project of the Foster city Village, Rotary, PJCC and the Foster City Parks & Rec Department as these groups are now cooperating with the Second Harvest Food Bank to distribute groceries to needy seniors in Foster City. Jeff and his wife Phyllis were the first to volunteer to help and have taken the Food Safety Training and Jeff has taken on the role of “Site Leader” to coordinate and organize the twice-monthly food distribution at the Foster City Rec Center. He arrives early to oversee the truck and delivery system. He stays on to help with the registration, food distribution, helps carry food and guide senior citizens to their rides and help clean up!

JEFF BROWN 2108 FOSTER CITY COMMUNITY WALL OF FAME CANDIDATE:

Jeff’s long time service to Foster City’s youth, citizens, and seniors through Little League, Rotary, Foster City Village and Second Harvest Food Bank makes him THE ideal candidate for Foster City’s Wall of Fame. He has joyfully served Foster City for over 40 years as a willing volunteer, organizer and leader in many areas - interested only as to how to best serve those in need - with little regard as to who got the credit or who was named president or chairman.



Application for Nomination to the Foster City Community Wall of Fame 2018

Please review the attached criteria before submitting an application to nominate an individual for consideration to the Foster City Community Wall of Fame. Applications that are submitted but do not meet the criteria will be rejected. By nature of these signatures, the nominee and the nominator attest to the accuracy of the information provided. A maximum of two nominees per induction year will be selected per Minute Order 807.

If the person you wish to nominate meets the criteria, please complete this application form including signature sheet. Nominations may be rejected if the form is not complete.

Date: 3-2-18

Nominee - Person being nominated: DR. GENE K. BRUCE

Current address (Not applicable if deceased): 847 PARROTT DR. SAN MATEO, CA 94402

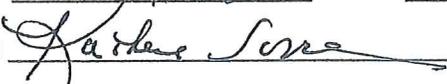
Signature of Nominee: 
(Not applicable if deceased)

Nominating Party - Person submitting nomination:

Name: KATHERINE TORRE

Address: 349 Blue fish COURT, Foster City, California 94404

Preferred contact phone #: 650-574-5976 E-Mail: TORREK@WELLS FARGO.COM

Signature of Nominator: 

Nominee Qualifications: Describe in chronological order the nominee's community service.

Dates:	Organization(s) served:	Roles / Responsibilities / Service Provided:
67-70	FC COMMUNITY ASSOC. (FCCA)	BOARD MEMBER
71-75	SM/FC SCHOOL BOARD	TRUSTEE
66-86+	POP WARNER FOOTBALL HIGH SCHOOL FOOTBALL LITTLE LEAGUE, BOYS CLUB	PROVIDED M.D. FOR HUNDREDS OF FC/SM SPORTING EVENTS.

Total years of Foster City community service: 20+ (minimum of 10 years)

Reason you believe nominee should be inducted into the Community Wall of Fame: On a separate piece of paper, clearly indicate the reasons why you believe the nominee should be inducted and how the nominee's service has made an impact on the community (limit 2 pages). A one page letter of recommendation may also be attached.

If you have questions regarding the nomination process, please call Jennifer L. Liu, Director of Parks and Recreation, at (650) 286-3390 or send an e-mail to jliu@fostercity.org.

COMPLETED APPLICATIONS MUST BE SUBMITTED BY 5:00 P.M. March 9, 2018 TO:

Jennifer L. Liu
Director of Parks and Recreation
650 Shell Boulevard
Foster City, CA 94404

You will be notified no later than March 16, 2018 as to the status of your nomination and presentation time scheduled for Monday, May 21, 2018.

- Nominee for induction must meet all criteria (see bottom of page).
- This Completed Signature Sheet must accompany Nomination to Community Wall of Fame Application.
- A 5" x 7" photograph is required and must be attached.
- All signatures must be from residents of the City of Foster City.

NAME OF NOMINEE: **DR. GENE K. BRUCE**

No.	Name (print)	Address and Phone #	Signature
1.	Charles Daniels	855 Lynn La Vista St	Charles Daniels
2.	Jenelle Graville	868 Andromeda 650-759-1794	Jenelle Graville
3.	CAROL OAM	865 Lynn Lane 650-349-3442	Carol OAM
4.	John Fyne	603 Plymouth Lane	John Fyne
5.	Mia Massoomi	851 Lynn Lane	Mia Massoomi
6.	Kelly Tenksbury	813 Ram Lane	Kelly Tenksbury
7.	Terry Sullivan	868 Andromeda 508-918-2762	Terry Sullivan
8.	LARRY MATRANGO	858 ANDROMEDA LANE	L Matrango
9.	KAROL LOMBERG	354 PARK ROYAL	Karol Lomberg
10.	Wendy Campbell	911 COTTEL LANE	Wendy Campbell
11.	Wendy Campbell	911 COTTEL LANE	Wendy Campbell
12.	Karen MZ	1026 Pensacola St 650-341-5774	Karen MZ
13.	Doreen Burke	1026 Pensacola St	650-341-5774
14.	Ed Ciozik	343 Bluefish Court	Ed Ciozik
15.	Carol Wauer	337 Bluefish Court	Carol Wauer
16.	Alyssa Waller	337 Bluefish Court	Alyssa Waller
17.	Debra Moorby Smith	342 Bluefish Court	Debra Moorby Smith
18.	Robert Smith	342 Bluefish Court	Robert Smith
19.	MARY JANE BRY	1310 RIBBON ST. (650)	Mary Jane Bryan
20.	DAVID BRYAN	1310 RIBBON ST	David Bryan
21.	DENISE ROUX	355 Bluefish Ct	Denise Roux
22.	Bob Roux	" " "	Bob Roux
23.	Steve Torre	349 Bluefish Ct	Steve Torre
24.	Bob Torre	349 Bluefish Ct	Bob Torre
25.	Bob Walker	337 Bluefish Ct	Bob Walker

Criteria for Nominees to the Community Wall of Fame

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3. Minimum ten years of community service.
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7. Applicants will be asked to submit a 5" x 7" photo of the nominee for the Community Wall of Fame for a photo archive to be maintained by the City.
8. The nominator and nominee must both sign the application attesting to its accuracy.

* DR. GENE Bruce *

- Nominee for induction must meet all criteria (see bottom of page).
- This Completed Signature Sheet must accompany Nomination to Community Wall of Fame Application.
- A 5" x 7" photograph is required and must be attached.
- All signatures must be from residents of the City of Foster City.

NAME OF NOMINEE:

No.	Name (print)	Address and Phone # (650)	Signature
1.	Blane Wang	920 SWAN ST 341-8465	Blane Wang
2.	Todd Gilbert	811 CORTEZ LANE 577-1717	Todd Gilbert
3.	Wendy Gilbert	811 CORTEZ LANE 577-1717	Wendy Gilbert
4.	CORBY GILBERT	811 CORTEZ LANE 577-1717	Corby Gilbert
5.	CASEY GILBERT	811 CORTEZ LANE 577-1717	Casey Gilbert
6.	CAROL GILBERT	3544 PORT ROYAL AVE 577-1717	Carol Gilbert
7.	JUDY CORSET	811 CORTEZ LANE 577-1717	Judy Corset
8.	Joel Spielman	319 CATTANAILAN DR 650-773-9141	Joel Spielman
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Criteria for Nominees to the Community Wall of Fame

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8. The nominator and nominee must both sign the application attesting to its accuracy.

Dear Current Foster City Resident,

Thank You for your interest in the nomination of Dr. Gene K. Bruce for the Foster City Community Wall of Fame. Dr. Bruce lived in Foster City from 1966 to 1978 and was among the first generation on FC families. A brief summary of his contributions would include:

- Was a board member on the ad hoc “Foster City Community Association” with future first-mayor Wayne McFadden. This is the group that wrestled with PG&E over the giant power lines and spearheaded the effort to become our own town, winning incorporation in 1971.
- Served 4 years as a Trustee on the San Mateo (FC) School board in the early seventies. This was a difficult time, as the greater San Mateo area (and much of the country) were still struggling with school integration.
- His devotion to the youth of Foster City, through his tireless efforts in the establishment or expansion of Little League, Pop Warner and AYSO, (among others). He was the team doctor for the first FC Pop Warner team, the Foster City Lions, and provided a game doctor at literally hundreds of SM/FC UHSD Football games until well into the eighties.

If you would like more details, visit our Facebook site, “Supporters of Dr. Gene K. Bruce for Foster City Wall of Fame”.

We feel very strongly about Dr. Bruce’s nomination for several reasons:

1. Dr. Bruce has been a tireless, humble public servant who has earned this honor.
2. It is important that we recognize these “First Families” of Foster City, who built the town from the ground up, and set the tone for generations to come.
3. The historic record of the early years of our young town is thin. It is important we preserve our unique Foster City heritage, and make every effort to find these early leaders and note their contributions to the town we all love.

Dr. Bruce is 87 years old and still lives in San Mateo. He is mostly doing well, but is struggling with the first stages of Alzheimer’s Disease. He and his family Thank You sincerely for your time and consideration.

*Narrative in support of Dr. Gene K. Bruce
for induction into the Foster City Community Wall of Fame.*

Gene K. Bruce, MD, Captain, USAF (Ret.)

Born: Baytown, TX, 09/30/1930.

University of Texas Medical School (MD)

University of Oregon (Orthopedic Surgery)

Captain, Flight Surgeon, United States Air Force

Marquette University (Orthopedic Resident Fellow)

Dr. Gene Bruce lived in Foster City from 1966 to 1978 with his wife, Patricia "Tish", and 2 young sons, Paul and Rick. He was a gregarious, civic-minded optimist with a passion for working with kids. Over his 12 years living in Foster City (and well beyond) he served his young community in numerous invaluable ways including:

- He served as a Board Member, (along with future first-Mayor, Wayne McFadden) on the newly formed "Foster City Community Association" (FCCA), which tackled disputes with PG&E over the giant power lines and later spearheaded Foster City's successful bid for incorporation. He was also on the FCCA's Education Committee, which in 1967 helped successfully pass a bond measure which funded the creation of Audubon Elementary and Bowditch Middle schools.
- In 1971 he ran for Trustee on the San Mateo (Foster City) Elementary School Board. He finished first in the election, and together with San Mateo Attorney, Bill Kenney and incumbent Ron Fick, worked to make the district financially accountable and educationally sound, while welcoming innovation. There is some evidence that Dr. Bruce may have had a calming effect on race relations in the recently desegregated SM school district and he was likely the first resident of Foster City to be elected to the SMESD Board.
- His true passion was for the youth of Foster City. He spent countless hours on the athletic fields of Foster City and was active in the establishment or expansion of Little League Baseball, Pop Warner Football, and was the team doctor for the original Foster City Lions. As the youth of Foster City grew up, he provided the requisite game doctor at possibly hundreds of high school football games for the Burlingame Panthers, San Mateo Bearcats, Hillsdale Knights, Aragon Dons, Serra Padres and most other schools in the district until well into the 1980's. Dr. Bruce found a kindred spirit for the kids in 2012 Foster City Wall of Fame inductee, Coach Carl Smith and the two men formed a friendship that saw them collaborate on projects ranging from Little League and Pop Warner to increased programs and opportunities at the San Mateo Boys Club and the politics of education.

- Besides youth athletics, Dr. Bruce (often with his wife, Tish) was also active in the Foster City Lions Club, the San Mateo Boys Club, Cub Scouts, Boy Scouts, and the Hillsdale Methodist Church. For the past 40 years, along with first wife Tish, then second wife Phoebe, Dr. Bruce has attended the Peninsula Covenant Church in Redwood City and through them participates in numerous charitable programs at the local, national and international levels.
- Lastly, Dr. Bruce gave 46 years faithful service to the Foster City and greater San Mateo communities through his orthopedic surgery practice. Specializing in pediatrics and sports medicine, he was a trusted, diligent, caring practitioner who loved his work and considered it an honor and a blessing to serve his community.

Dr. Bruce was a team player. He was a soft-spoken, kind, intelligent man with a ready wit and an easy smile. He was a quiet, confident leader, who never sought the spotlight, but never failed to step up when he thought he could help. He was a doctor, mentor, husband, father and friend. He provided one of the calm, steady hands at the helm during the early years in Foster City, when our fledgling town was finding our footing, cultivating our culture and discovering our identity.

Dr. Gene Bruce should therefore be honored and recognized,
and inducted into the Foster City Community Wall of Fame.

Dr. Bruce will be 88 this year. He is doing well and still lives in San Mateo, but he recently lost his second wife and is struggling with the early stages of Alzheimer's disease. The entire Bruce family Thanks You for your consideration.

This narrative and nomination package
was prepared with love and pride,
for our Dad,
Gene Kay Bruce, MD,
by his faithful sons,
Paul and Richard Bruce

March 6, 2018

Contact: Paul Bruce/ 650.235.5738/ pbruce@gmx.com

LEO J. RYAN, M.C.
11TH DISTRICT, CALIFORNIA

WASHINGTON OFFICE:
119 CANNON HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515

DISTRICT OFFICE:
CROCKER BANK BUILDING
101 SECOND AVENUE
SUITE 400
SAN MATEO, CALIFORNIA 94401
(415) 348-1973

Congress of the United States
House of Representatives

Washington, D.C. 20515

November 18, 1975

COMMITTEES:
FOREIGN AFFAIRS COMMITTEE

SUBCOMMITTEE ON OVERSIGHT
SUBCOMMITTEE ON INTERNATIONAL
OPERATIONS

GOVERNMENT OPERATIONS
COMMITTEE

SUBCOMMITTEE ON CONSERVATION,
ENERGY AND NATURAL RESOURCES
SUBCOMMITTEE ON GOVERNMENT
INFORMATION AND INDIVIDUAL RIGHTS

Dr. Gene Bruce
398 Foster City Boulevard
Foster City, CA 94404

Dear Dr. Bruce:

I have learned that you will be honored by the Foster City Lions Club for your work with the youngsters of San Mateo and Foster City. Please accept my congratulations, along with theirs, for your many years' service.

The growth of a community can often be measured by the development of its young people. Your efforts toward that end must be genuinely satisfying.

Sincerely,



LEO J. RYAN
Member of Congress

LJR:jp

*I will bring original
to selection committee.*

WAYNE A. MCFADDEN, ESQ.

**LAW OFFICES OF
WAYNE A. MCFADDEN**

1200 DORÉ AVENUE, SUITE #201
SAN MATEO, CALIFORNIA 94401
PHONE: (650) 340-7100
FACSIMILE: (650) 340-7104
WWW.LAWWAM.COM

January 17, 2018

via US Mail & email

Board of Directors
Foster City Chamber of Commerce

Re: Dr. Gene K. Bruce

Dear Board of Directors:

I am writing in support of the nomination of Dr. Gene K. Bruce for induction into the Foster City Wall of Fame.

Dr. Bruce, like myself, was one of the founding community leaders in Foster City in the early 1960's. He was also a member of the Foster City Community Association in the late 60's, was a member of the San Mateo School Board in the early 70's and was team doctor for maybe hundreds of Little League, Pop Warner and high school football games over the years including the FC Lions, Burlingame Panthers, San Mateo Bearcats, Hillsdale Knights, and Aragon Dons among many others.

Dr. Bruce was a gregarious, civic-minded, humble man who was a beloved, influential leader in those early years when our new town was searching for it's identity.

Please advise if any questions (650) 340-7100.

Very Truly Yours,



Wayne A. McFadden

LEO J. RYAN, M.C.
11TH DISTRICT, CALIFORNIA

WASHINGTON OFFICE:
119 CANNON HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515

DISTRICT OFFICE:
CROCKER BANK BUILDING
181 SECOND AVENUE
SUITE 400
SAN MATEO, CALIFORNIA 94401
(415) 348-1973

Congress of the United States
House of Representatives

Washington, D.C. 20515

November 18, 1975

COMMITTEES:
FOREIGN AFFAIRS COMMITTEE

SUBCOMMITTEE ON OVERSIGHT
SUBCOMMITTEE ON INTERNATIONAL
OPERATIONS

GOVERNMENT OPERATIONS
COMMITTEE

SUBCOMMITTEE ON CONSERVATION,
ENERGY AND NATURAL RESOURCES
SUBCOMMITTEE ON GOVERNMENT
INFORMATION AND INDIVIDUAL RIGHTS

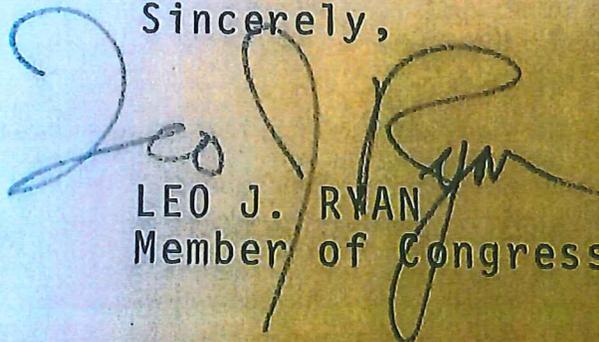
Dr. Gene Bruce
398 Foster City Boulevard
Foster City, CA 94404

Dear Dr. Bruce:

I have learned that you will be honored by the Foster City Lions Club for your work with the youngsters of San Mateo and Foster City. Please accept my congratulations, along with theirs, for your many years' service.

The growth of a community can often be measured by the development of its young people. Your efforts toward that end must be genuinely satisfying.

Sincerely,



LEO J. RYAN
Member of Congress

LJR:jp

Sent: Tuesday, March 06, 2018 at 11:09 PM
From: "Carlos Smith" <carlosbsmith@gmail.com>
To: pbruce@gmx.com
Subject: Mr. Gene Bruce

Hello to all,

My name is Carlos B Smith. I was a long time resident of Foster City from 1966 to the year 2000. I am the youngest son of Carl J Smith who is in the Wall of Fame of Foster City. My father, Dr Gene Bruce and a few great men started many of the sports organizations for the children of Foster City. These sport groups were the Lion's PAL football, Little League and AYSO.

Dr. Bruce was the Foster City Lions physician. He did all of the players physicals. He was our PAL Doctor on the football field for free. Dr. Bruce was the team doctor for his kids age group. He continued after his children stopped playing. He still provided his time and services for free.

Dr. Bruce was one of the great pioneers of Foster City. Providing excellent health care for several sports teams. He also provided his time for the Community education department. Dr. Bruce was one of the first chairman of the early Foster City school board. Please let this great man join my father and other great pioneers of Foster City, on the Wall of Fame.

Sincerely,

Mr. Carlos B Smith
483 S Lexington Dr.
Folsom, CA 95630
1-916-825-2440
carlosbsmith@gmail.com

February 27, 2018

To whom it may concern,

I remember Gene's service to the school district. He was a great addition to the board and worked to see that the district functioned in a financially sound manner. I would sincerely hope that he is added to that hall of fame as he deserves that and more for all his community service.

Sincerely,

Ron Fick

rgfick@aol.com

(650) 325-8773

PS. Hope this helps. Give my best regards to your dad.

LAW OFFICE OF JAMES A. MCELROY
605 MARKET STREET, SUITE 605
SAN FRANCISCO, CA 94105
Office: 415-282-3072
Fax: 415-822-6443
jamdawalaw@aol.com

Foster City Wall of Fame

Good day,

I am writing this letter in support of Dr. Gene K. Bruce getting his just rewards on the Foster City Wall of Fame. My family moved to Foster City in 1970 from Micronesia. I participated in Foster City Little League and was a member of the first Pop Warner football team in Foster City, the Lions. A constant presence in those days was Dr. Bruce, he tended to our injuries and our bruises without compensation, as we moved on to high school, some at Burlingame, some at the San Mateo high schools, Dr. Bruce was there. He never broadcasted his volunteerism, but it was reassuring to our parents and ourselves that a competent caring Doctor was in the house for our athletic adventures.

It was not until my adult years that I learned of Dr. Bruce's significant contribution to the desegregation of the San Mateo Unified School District when he was on the school board (at that time Foster City's only representative), thus his contribution to Foster City and its multicultural history went far beyond just being a doctor, he contributed to the history of our community with a combination of community involvement and progressive cultural understanding and unity. I close this letter with great pride in saying that Dr. Gene K. Bruce was an essential contributor to the growth and maturity of Foster City, when many did not believe in the vision of the Island of Blue Lagoons. Please feel free to contact me if any other information or follow up is needed. Thank you

LAW OFFICES OF
WILLIAM F. KENNEY, INC.
A PROFESSIONAL CORPORATION
120 NORTH EL CAMINO REAL
SAN MATEO, CALIFORNIA 94401
TELEPHONE (650) 347-3603
FAX (650) 347-3735

March 1, 2018

RE: Gene Bruce - Wall of Fame

Dear Selection Committee,

I understand that Doctor Gene Bruce may be considered for the Foster City Wall of Fame. Although I do not know all the details of his service to Foster City, I think I can state what I do know about Gene Bruce.

I first met Gene Bruce in 1971, when we were both candidates for the San Mateo Foster City Elementary School Board. We were both elected, and Gene continued on the board until the end of his term. I stayed on for a second term. Gene was the only person from Foster City on the Board throughout my terms.

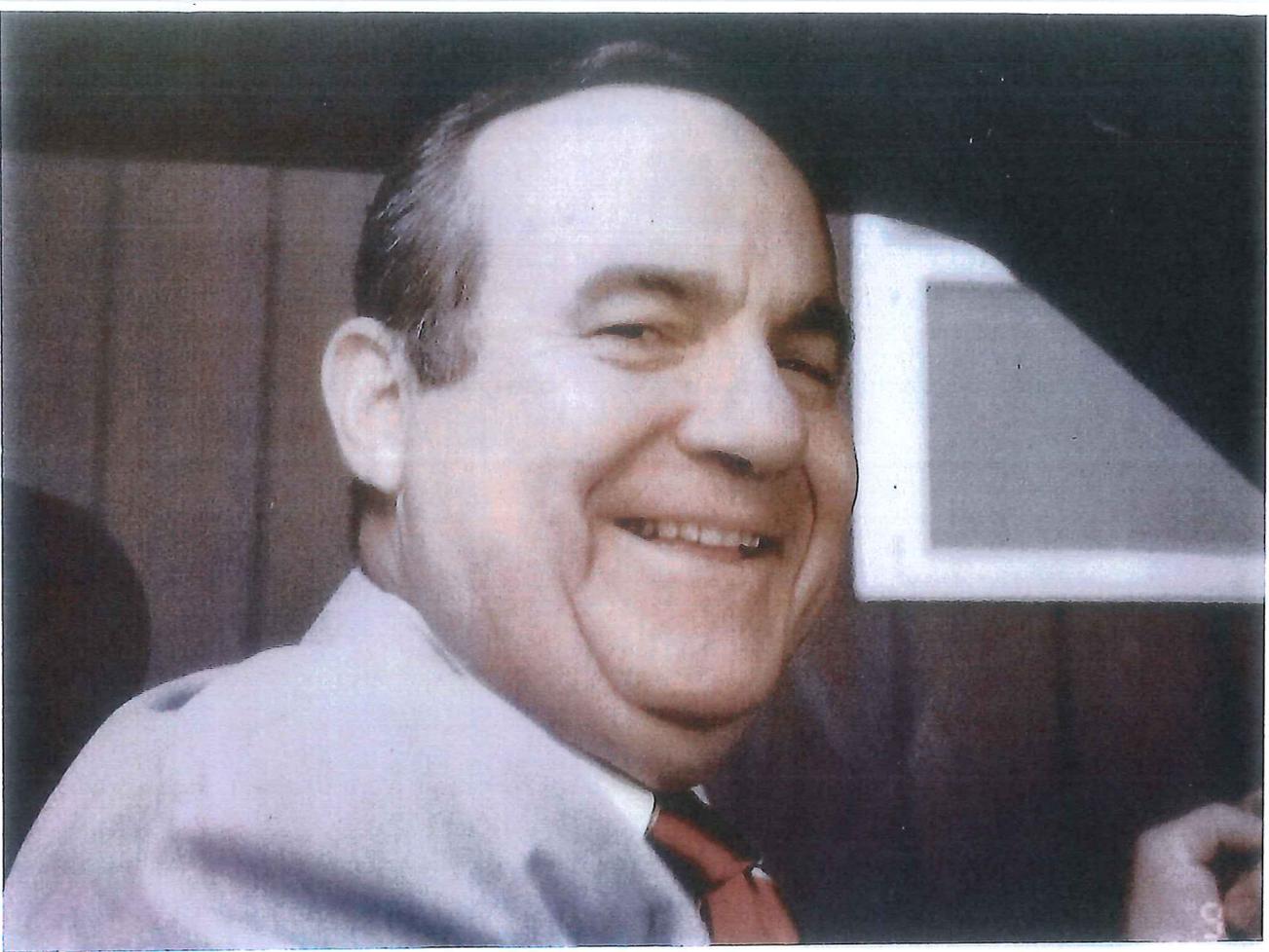
During the time Gene was on the Board, he was a staunch supporter of education, and also that the schools in Foster City be strong. He visited those schools personally on many occasions. He frequently sat in on classes to be aware of the quality of the teaching. He was a firm believer in the value of a good education, and in the necessity for the "basics." That is not to say that he did not do the same for schools outside Foster City. But, he obviously had a concern for Foster City schools.

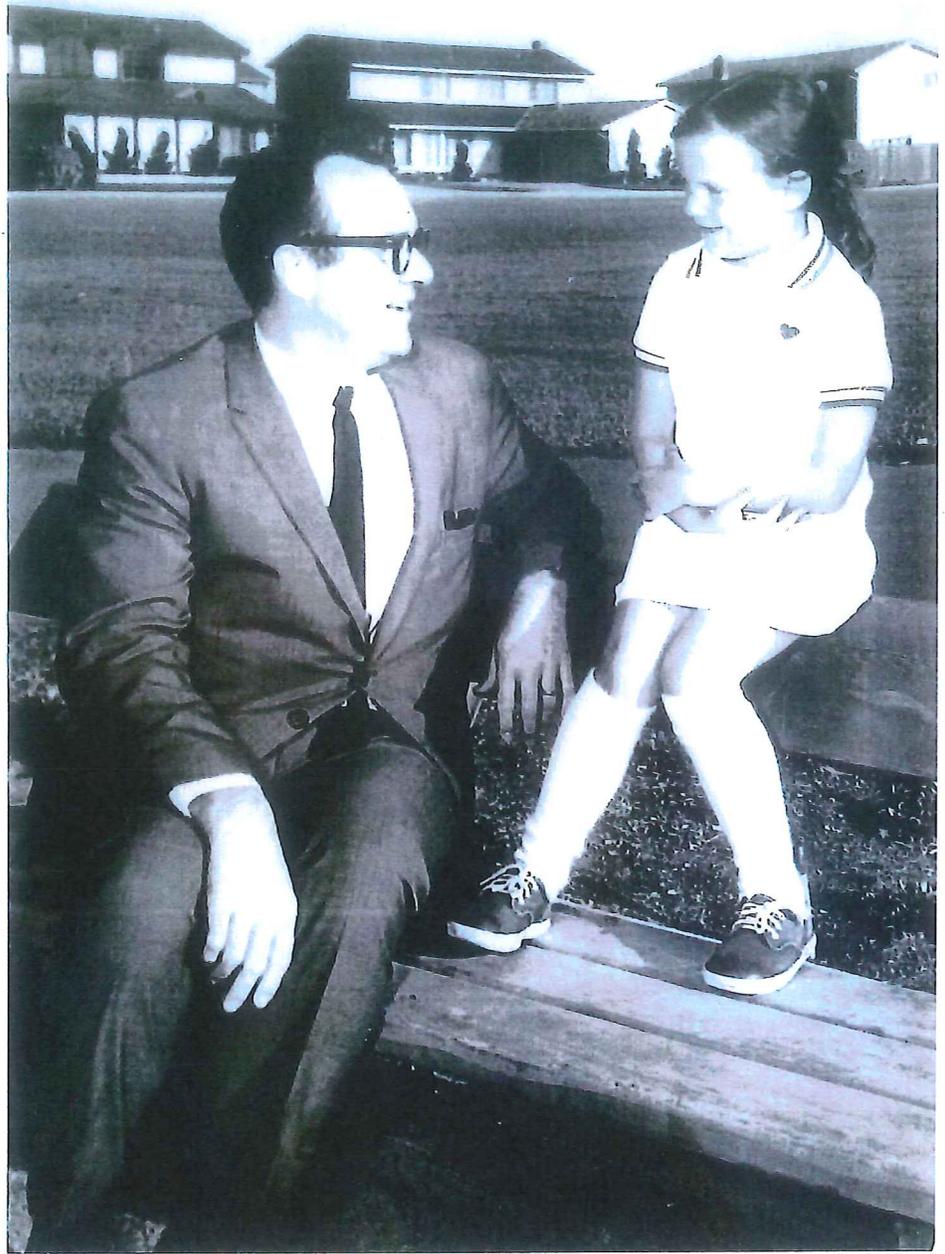
I know that Gene was the contact point on our Board for residents of Foster City. He was the principle voice on the Board for Foster City's community concerns. He was not shy in expressing those desires and concerns. Gene was also an advocate for getting another elementary school built in Foster City, and eliminating some of the temporary buildings that were then being used.

Gene and I remained friend after he left the Board, and I do know he was involved in a number of other activities in Foster City. I well know that he has stayed firm in his belief that children should be taught strong "basics." I am pleased to be able to support his inclusion on the Wall of Fame.

Sincerely,


WILLIAM F. KENNEY





Application for Nomination to the Foster City Community Wall of Fame 2018

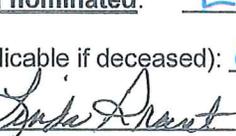
Please review the attached criteria before submitting an application to nominate an individual for consideration to the Foster City Community Wall of Fame. Applications that are submitted but do not meet the criteria will be rejected. By nature of these signatures, the nominee and the nominator attest to the accuracy of the information provided. A maximum of two nominees per induction year will be selected per Minute Order 807.

If the person you wish to nominate meets the criteria, please complete this application form including signature sheet. Nominations may be rejected if the form is not complete.

Date: 22 Feb 18

Nominee - Person being nominated: Linda Grant

Current address (Not applicable if deceased): 653 Pitcairn Drive

Signature of Nominee: 
(Not applicable if deceased)

Nominating Party - Person submitting nomination:

Name: Oliver "Ollie" Pattum

Address: 1014 Monterey Ave.

Preferred contact phone #: 415-608-9625 E-Mail: Ollieque@msn.com

Signature of Nominator: 

Nominee Qualifications: Describe in chronological order the nominee's community service.

Dates:	Organization(s) served:	Roles / Responsibilities / Service Provided:

Total years of Foster City community service: 18+ (minimum of 10 years)

Reason you believe nominee should be inducted into the Community Wall of Fame: On a separate piece of paper, clearly indicate the reasons why you believe the nominee should be inducted and how the nominee's service has made an impact on the community (limit 2 pages). A one page letter of recommendation may also be attached.

If you have questions regarding the nomination process, please call Jennifer L. Liu, Director of Parks and Recreation, at (650) 286-3390 or send an e-mail to jliu@fostercity.org.

COMPLETED APPLICATIONS MUST BE SUBMITTED BY 5:00 P.M. March 9, 2018 TO:

Jennifer L. Liu
Director of Parks and Recreation
650 Shell Boulevard
Foster City, CA 94404

You will be notified no later than March 16, 2018 as to the status of your nomination and presentation time scheduled for Monday, May 21, 2018.

- Nominee for induction must meet all criteria (see bottom of page).
- This Completed Signature Sheet must accompany *Nomination to Community Wall of Fame* Application.
- A 5" x 7" photograph is required and must be attached.
- All signatures must be from residents of the City of Foster City.

NAME OF NOMINEE:

Stand Pond 836 Anderson Ln Stand Pond

No.	Name (print)	Address and Phone #	Signature
1.	PAUL C. WILLIAMS	331 GRUNION CT.	<i>Paul Williams</i>
2.	MARY PATTON	1014 MONTELEVEY AVE	<i>Mary Patton</i>
3.	Jeff Brown	240 STAYSIDE LN	<i>Jeff Brown</i>
4.	Ira Fruchtman	331 Sea Horse Ct	<i>Ira Fruchtman</i>
5.	Robert Mike	303 Dolphin ST.	<i>Robert Mike</i>
6.	Bill Dickey	651 GREENWICH LN	<i>Bill Dickey</i>
7.	SUE DICKEY	651 Greenwich Ln	<i>Sue Dickey</i>
8.	Carolyn Lowenthal	620 GREENWICH LN	<i>Carolyn Lowenthal</i>
9.	Lara Lowenthal	620 Greenwich Ln	<i>Lara Lowenthal</i>
10.	Greg Kuhl	981 REGULUS ST	<i>Greg Kuhl</i>
11.	NICK CONRADY	1118 DECATUR ST	<i>Nick Conrady</i>
12.	Ellen Conrady	1118 Decatur St	<i>Ellen Conrady</i>
13.	Ginger Ko	832 Polaris Avenue	<i>Ginger Ko</i>
14.	James Ko	832 Polaris Avenue	<i>James Ko</i>
15.	Carol Torgerson	249 Still Ct	<i>Carol Torgerson</i>
16.	TOM TORGERSON	249 STILL CT	<i>Tom Torgerson</i>
17.	RICHARD D WYKOFF	704 RANOE CIRCLE	<i>Richard D Wykoff</i>
18.	Mamliia Chow	307 Dolphin Isle	<i>Mamliia Chow</i>
19.	William Chow	307 Dolphin Isle	<i>William Chow</i>
20.	Debra Williams	331 GRUNION CT FC	<i>Debra Williams</i>
21.	ALVIN JOE	821 POLLUX CT. FC	<i>Alvin Joe</i>
22.	CHARLENE JOE	821 POLLUX CT. FC	<i>Charlene Joe</i>
23.	CHARLES DOUGLAS	1674 HARVESTER DR. F.C.	<i>Charles D. Douglas</i>
24.	Stand Pond	836 Anderson's Ln	<i>Stand Pond</i>
25.	James Cavagnaro	277 Turnstone Ct. FC	<i>James Cavagnaro</i>

Criteria for Nominees to the Community Wall of Fame

1. Nominee cannot be currently employed by the City of Foster City.
2. Resident of Foster City during the nominee's community service.
3. Minimum ten years of community service.
4. Provide 25 signatures from residents of the City of Foster City supporting nomination of candidate for induction to the Community Wall of Fame.
5. Nominee may be living or deceased.
6. Spokesperson to present nominee's qualifications (a 3-5 minute presentation) to the Community Wall of Fame Selection Committee and if selected to the Foster City City Council.
7. Applicants will be asked to submit a 5" x 7" photo of the nominee for the Community Wall of Fame for a photo archive to be maintained by the City.
8. The nominator and nominee must both sign the application attesting to its accuracy.

MARY LOU GRIFFIN 780 CORONADO LN FC Mary Lou Griffin

Application for Nomination to the Community Wall of Fame 2018
William E. Walker Recreation Center
650 Shell Boulevard, Foster City, CA 94404

February, 2018

Nominee – Person being nominated:

Linda Grant

Years of Foster City Service – 23+

Current Address:

653 Pitcairn Drive
Foster City, CA 94404

Nominating party – Person submitting nomination:

Oliver "Ollie" Pattum
1014 Monterey Avenue
Foster City, CA 94404
Phone: Cell: (415) 608-9265
Email: Ollieque@msn.com

Background of Nominee:

Linda has been an active member of the Foster City Community for over 23 years. Serving as a member of the Rotary Club of Foster city as a participant, organizer and leader (being one of only two people to serve as President twice since the Club was founded in 1976). She joined and became a volunteer for the Foster City Village within the year that the Village was formed. She has made a positive difference in the quality of life for the members of the Foster City Community, her Rotary Club and the lives of the Foster City Village members.

Reason you believe nominee should be inducted into the Community Wall of Fame:

Linda joined Rotary in 2001 and has overseen hands-on Rotary projects emphasizing the participation of our members as well as Foster City youth for over 18 years. Rotary's youth extension arm, The Interact Club, has become the most populous, most sought after extracurricular activity in our High School mostly because of the perchance for travel to Mexico on the humanitarian trips that Linda has planned, coordinated and administered. The activities of this Club rival those of the most active Rotary Clubs in our District. For fourteen years Linda has taken Interact kids and 50 to 80 Rotarians to Mazatlan Mexico to distribute wheelchairs, soccer uniforms, medical equipment, other humanitarian supplies and visit orphanages and parks that we have built specifically for handicapped children.

She first became interested in Rotary activities through the Rotary Foundation Matching Grant Program. She and her husband, Jon, have written over 250 TRF Matching Grants to provide water, warm blankets, water buffalo(!), toilets, school books, medical equipment, playground equipment, computers, fish farms, blackboards, Tsunami relief and rice distribution and other feeding programs. She has authored TRF Matching Grants to equip schools and build sanitation facilities for schools in South Africa, Cambodia, Honduras, Nigeria and Mexico to name but a

few countries. The Grants have hosted two Ambassadorial Scholars and have had many other Rotary guests stay in their Foster City home.

Linda has been a guiding light for our Club in International Service! She was awarded the "Four Avenues of Service" in 2008. A willing volunteer for many other Rotary activities has afforded Linda the opportunity to: function as "boss" of the Ollieque Crew (the cooking team that is responsible for raising \$40,000 to \$50,000 a year for our Club's humanitarian projects); serve at the Concerts in the Park and other Ollieque fundraisers; collect coats and blankets during the *One Warm Coat drives*; participate and involve the Interact Club in *Safe Streets, Ribfest* and the *Arts and Wine Festival*; read to third graders as one of the "Reading Buddies" at Brewer Island Elementary School; mentor students during several Vocational Days at the high schools in our area. She is always willing to lend a hand in packing or moving supplies when we ship containers to Honduras and Mexico. She has interviewed candidates for the Club's *High School Scholarship Program* which now provides over \$10,000 a year in aid to deserving students from our community. Linda has served on the Club's Rotary Foundation Ambassadorial Scholarship Committee since becoming a Rotarian and has helped coach successful candidates through the District Interviews. The Rotary Club of Foster City has had 15 successful Ambassadorial Scholarship recipients in the last 21 years. This is especially meaningful as there are only one or two scholarships offered each year to the 42 Rotary Clubs in our District.

Linda supports the American Cancer Society and the "Susan G. Komen Race for the Cure", works tirelessly for the Wheelchair Foundation, works with the local elementary schools, Community Theater, the City of Foster City Parks and Recreation Department, the Police and Fire Departments, the Boy Scouts and the Girl Scouts.

Linda joined the Foster City Village soon after it was formed and soon became a volunteer and planner for the Foster City Village social activities. She works closely with Phyllis Brown to plan, organize and work at the many social events that the Foster City Village plans and presents to the members each year.

While volunteering at the Village Linda learned about Second Harvest Food Bank when they made a presentation asking for volunteers to initiate a food distribution for needy senior citizens in Foster City. She presented this idea to the Rotary Club of Foster City and "gently asked" for volunteers from the Club. Through Linda's persuasive presentation the Club has embraced this program and Linda has taken on the role of Site Coordinator and Team Leader. Presently The Foster City Village, Rotary Club of Foster City and the PJCC provide 7 volunteers each twice a month to give out approximately 30 pounds of food to each of the approximately 100 seniors that come to the Foster City Rec Center (generously donated by the City of Foster City) to collect their fresh vegetables and other food items. This program could not function without volunteers from all three agencies and would not be taking place at all without the leadership and guidance from Linda Grant.

It is an honor for Foster City to have had such a willing and pleasant volunteer. Her work with the Foster City Village, Second Harvest Food Bank and Foster City Rotary has made Foster City a better place to live and work. It is my pleasure to been able to call Linda my friend and my distinct honor to nominate and recommend her for the Foster City Wall of Fame!

Ollie Pattum





DATE: April 16, 2018

TO: Mayor and Members of the City Council

VIA: Kevin M. Miller, City Manager

FROM: Dante Hall, Assistant City Manager
Vanessa Brannon, Management Analyst

SUBJECT: ONE-TIME DONATION OF \$5,000 TO THE CITIZENS FOR A SAN MATEO COUNTY GUN BUYBACK TO SUPPORT A GUN BUYBACK EVENT

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving a one-time donation in an amount not-to-exceed \$5,000 to the Citizens for a San Mateo County Gun Buyback to support a gun buyback event in San Mateo County.

EXECUTIVE SUMMARY

At the March 19, 2018 City Council Meeting, Citizens for a San Mateo County Gun Buyback gave a special presentation and asked for a donation to support a gun buyback event. City Council requested this item be brought back for consideration at tonight's meeting.

BACKGROUND/ANALYSIS

Citizens for a San Mateo County Gun Buyback, in coordination with the San Mateo County Sheriff's Department and the San Francisco non-profit Gun by Gun, are raising funds to host a Gun Buyback Event in San Mateo County on May 5, 2018. The last gun buyback event held in San Mateo County was in 2013.

The Gun Buyback event will exchange cash funds for the voluntary surrender of firearms, while engaging communities towards the common goal of reducing gun

violence. The San Mateo County Sheriffs's Office will secure a neutral location in the County, where individuals can surrender firearms with no questions asked. Gun buyback programs remove firearms from homes where they could be used for suicides, domestic violence, or homicides.

In a study cited by the Citizens for a San Mateo County Gun Buyback, gun buyback programs are one prong to a multi-prong approach in reducing firearm violence. Almost 70% reported turning in the firearm because of safety reasons. From the same study, 54% of firearms relinquished were acquired through inheritance, gift, or random find. The key benefits of Gun Buyback Programs are the reduction of available guns in the community, to provide an opportunity for safe disposal of firearms, and to raise awareness.

Several San Mateo County cities have already committed funds to this effort, including:

San Carlos	\$50,000 Matching Fund
Woodside	\$10,000
Portola Valley	\$10,000
San Mateo	\$5,000
Redwood City	\$5,000
Belmont	\$5,000

FISCAL IMPACT

There is sufficient funding available in the Community Benefit Fund to cover this one-time contribution to Citizens for a San Mateo County Gun Buyback.

Attachment:

- Attachment 1 - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING A ONE-TIME DONATION IN THE AMOUNT OF \$5,000 TO THE CITIZENS FOR A SAN MATEO COUNTY GUN BUYBACK TO SUPPORT A GUN BUYBACK EVENT IN SAN MATEO COUNTY

CITY OF FOSTER CITY

WHEREAS, the City of Foster City wants to support San Mateo County Gun Buyback Event; and

WHEREAS, the Citizens for a San Mateo County Gun Buyback, in coordination with the San Mateo County Sheriff's Department and non-profit Gun By Gun, are planning a gun buyback event in San Mateo County on May 5, 2018; and

WHEREAS, the Citizens for a San Mateo County Gun Buyback has requested the City donate an amount not-to-exceed \$5,000 to support the Gun Buyback Event; and

WHEREAS, funding is available in the Community Benefit Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve a one-time donation in an amount not-to-exceed \$5,000 to the Citizens for a San Mateo County Gun Buyback.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAM HINDI, MAYOR

ATTEST:

PRISCILLA TAM, CITY CLERK

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
3/28/2018	131481	ACTIVISION PUBLISHING	CONSTRUCTION AND DEMOLITION REFUND	990.00
3/28/2018	131482	BARKER BLUE DIGITAL IMAGING	CIP 659 - SPECIFICATIONS AND MASTER FILE	323.90
3/28/2018	131483	BEN DIETERLE	EMPLOYEE REIMBURSEMENT - BEN DIETERLE	34.50
3/28/2018	131484	BULLZEYE INSTALLATION	FIRE DOOR MAINTENANCE SERVICES	3,365.00
3/28/2018	131485	CENTRAL COUNTY FIRE DEPARTMENT	JOINT TRAINING PROGRAM QUARTER 3	37,791.75
3/28/2018	131486	FARIDA DANISH	EMPLOYEE REIMBURSEMENT - FARIDA DANISH	411.68
3/28/2018	131487	FIELDTURF USA INC.	SYNTHETIC TURF MAINTENANCE	9,600.00
3/28/2018	131488	FRANK FANARA	EMPLOYEE REIMBURSEMENT - FRANK FANARA	110.00
3/28/2018	131489	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES BUILDING PROGRAM	1,429.38
3/28/2018	131490	MICHAEL TOWNS	EMPLOYEE REIMBURSEMENT - MICHAEL TOWNS	110.00
3/28/2018	131491	MILLS PENINSULA MEDICAL CENTER	PHYSICIAN SERVICE	556.45
3/28/2018	131492	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY AND GAS	48,551.33
3/28/2018	131493	PAPA	PAPA SEMINAR - FRANK FANARA	80.00
3/28/2018	131494	PERS LONG-TERM CARE PROGRAM	LONG TERM CARE INSURANCE PREMIUM	88.68
3/28/2018	131495	STEVEN DIMAURO	EMPLOYEE REIMBURSEMENT - STEVEN DIMAURO	200.00
				103,642.67

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF MARCH 28, 2018

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
4/4/2018	131496	APRIL DRISCOLL	CLASS REFUND - DO RE MI MOZART	135.00
4/4/2018	131497	STEVEN ARCHER	LONGEVITY - 3/16/18 - 4/15/18	140.00
4/4/2018	131498	AT&T	BUSINESS PHONE LINE ACCOUNT	2,874.14
4/4/2018	131499	CHRIS MCCLURG	CLASS REFUND - DO RE MI MOZART	270.00
4/4/2018	131500	CHRISTOPHER WANG	CLASS REFUND - DO RE MI MOZART	135.00
4/4/2018	131501	WILLIAM CLARK	LONGEVITY - 3/16/18 - 4/15/18	210.00
4/4/2018	131502	LEWIS ERIC EGAN	LONGEVITY - 3/16/18 - 4/15/18	210.00
4/4/2018	131503	DOUGLAS ESTILL	LONGEVITY - 3/16/18 - 4/15/18	350.00
4/4/2018	131504	FA, MATIU	VISION REIMBURSEMENT - MATIU FA	200.00
4/4/2018	131505	FIONA BUANGAN	CLASS REFUND - DO RE MI MOZART	135.00
4/4/2018	131506	FOSTER CITY TOUCHLESS CAR WASH	CAR WASH - FEBRUARY 2018 SERVICES	40.00
4/4/2018	131507	GIANG-NGHY HO YANGO	CLASS REFUND - DO RE MI MOZART	135.00
4/4/2018	131508	HUB INTERNATIONAL INSURANCE SERVICES	INSURANCE PREMIUM - MARCH 2018	1,516.92
4/4/2018	131509	MOSHE JOSHUA	LONGEVITY - 3/16/18 - 4/15/18	275.00
4/4/2018	131510	JUNGTAE KIM	CLASS REFUND - SPRING BREAK CAMP	220.00
4/4/2018	131511	KATRINA POLONSKY	CLASS REFUND - TENNIS	85.00
4/4/2018	131512	METLIFE-GROUP BENEFITS	GROUP#05922100 VISION	178.64
4/4/2018	131513	MICHAEL TOWNS	EMPLOYEE REIMBURSEMENT - MICHAEL TOWNS	55.00
4/4/2018	131514	MOSS RUBBER & EQUIPMENT CORPORATION	MISCELLANEOUS HARDWARE SUPPLIES	821.00
4/4/2018	131515	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY AND GAS	984.32
4/4/2018	131516	PARAG NAMJOSHI	CLASS REFUND - DO RE MI MOZART	135.00
4/4/2018	131517	SAN MATEO LAWN MOWER SHOP	POWER CUTTER	1,569.59
4/4/2018	131518	SOUTHERN COUNTIES OIL COMPANY	GAS	22,578.73
4/4/2018	131519	STAPLES ADVANTAGE (DBA)	OFFICE SUPPLIES - FIRE DEPARTMENT	334.17
4/4/2018	131520	US POSTMASTER	ACTIVITY GUIDE POSTAGE	2,500.00
4/4/2018	131521	VALLEY OIL COMPANY	GAS	11,556.02

Prepared Date 4/4/2018

City of Foster City, CA
Accounts Payable Check Register

Page 2
Accounting Period 2018/10
Report Number 58

Check Date	Check Number	Vendor Name	Description	Check Amount
4/4/2018	131522	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUMS - APRIL 2018	649.16
				<hr/> 48,292.69

Submitted for Information:

Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF APRIL 4, 2018

City of Foster City, CA
Accounts Payable Check Register

Check Date	Check Number	Vendor Name	Description	Check Amount
4/9/2018	131523	AARON WISE	CLASS REFUND - PICKLEBALL	75.00
4/9/2018	131524	AARONSON, DICKERSON, COHN & LANZONE	PZ 15-88800001 DA-15-001	2,652.00
4/9/2018	131525	AKIKO KOIDE	CLASS REFUND - SPRING BREAK CAMP	235.00
4/9/2018	131526	ALAMEDA COUNTY FIRE DEPARTMENT	FIRE APPARATUS REPAIR SERVICE	5,690.66
4/9/2018	131527	ALL INDUSTRIAL SUPPLY	MISCELLANEOUS SUPPLIES SEWER PROGRAM	903.08
4/9/2018	131528	ANIMAL DAMAGE MANAGEMENT	GROUND SQUIRREL CONTROL	225.00
4/9/2018	131529	ASHITANI, CHIEMI	CLASS REFUND - SPRING BREAK CAMP	200.00
4/9/2018	131530	ABAG PLAN CORPORATION	ABAG LEGAL FEES	5,162.88
4/9/2018	131531	AVELAR, TRACY	EMPLOYEE REIMBURSEMENT - TRACY AVELAR	1,083.56
4/9/2018	131532	BAIRD + DRISKELL COMMUNITY PLANNING	PLANNING DIRECTORS / ELEMENTS 2017-2019	3,600.00
4/9/2018	131533	BARTLE WELLS ASSOCIATES	WATER/WASTEWATER RATES STUDY	9,280.64
4/9/2018	131534	BAVCO	BACKFLOW DEVICES AND REPLACEMENT PARTS	31.45
4/9/2018	131535	BAY AREA WATER SUPPLY	4TH QUARTER ASSESSMENT - FY 2017-2018	29,841.00
4/9/2018	131536	BAYSIDE BUILDING MATERIALS	MISCELLANEOUS SUPPLIES LAGOON PROGRAM	2,325.30
4/9/2018	131537	BLACKFISH SOFTWARE, LLC	IE TAB PERPETUAL USE LICENSE	1,650.00
4/9/2018	131538	BOETHING TREELAND FARMS INC.	PLANT MATERIALS	182.70
4/9/2018	131539	BRYAN NOBIDA	SYNTHETIC TURF REBATE	2,780.00
4/9/2018	131540	BURKE, WILLIAMS & SORENSEN, LLP	PROFESSIONAL SERVICES - FEBRUARY 2018	7,391.58
4/9/2018	131541	BURR PLUMBING & PUMPING INC.	GREASE TRAP MAINTENANCE	120.00
4/9/2018	131542	CAL-WEST LIGHTING & SIGNAL MTNC INC	STREET LIGHT REPAIR	2,409.81
4/9/2018	131543	CALIFORNIA STATE LANDS COMMISSION	RECOVERY OF STAFF COSTS	62.17
4/9/2018	131544	CCP INDUSTRIES INC.	FIRST AID SUPPLIES - PARKS	177.54
4/9/2018	131545	CEJ BUILDING MAINTENANCE & JANITORIAL	JANITORIAL SERVICES - 03/24/18	175.00
4/9/2018	131546	CENTRAL COUNTY FIRE DEPARTMENT	FIRE APPARATUS REPAIRS	5,171.29
4/9/2018	131547	CHOUINARD & MYHRE, INC.	CMI PROFESSIONAL SERVICE	750.00
4/9/2018	131548	CINTAS CORPORATION	UNIFORM/LAUNDRY SERVICE	887.08

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4/9/2018	131549	CITY OF BELMONT	REIMBURSEMENT FOR CFSTES COURSE	82.00
4/9/2018	131550	CITY OF SAN MATEO	SHARED SYSTEMS ANALYST - 02/12/18 - 02/23/18	3,045.97
4/9/2018	131551	CLARK PEST CONTROL	PEST AWAY SERVICE - BUILDING	129.00
4/9/2018	131552	COCCONI ELECTRIC COMPANY	BOOSTER PUMP MAINTENANCE REPAIR	842.00
4/9/2018	131553	COMMUNICATION ACADEMY	INSTRUCTOR FEE - COMMUNICATION	246.00
4/9/2018	131554	CONFIDENCE UST SERVICES INC.	UST OPERATOR INSPECTION	745.00
4/9/2018	131555	CONTRACT SWEEPING SERVICES INC.	STREET CLEANING SERVICES	8,226.56
4/9/2018	131556	COUNTY OF SAN MATEO	PAGER PASS-THROUGH COSTS	473.10
4/9/2018	131557	COUNTY OF SAN MATEO	REGISTRATION FEE FOR JOSEPH ACETO	150.00
4/9/2018	131558	CREST/GOOD MANUFACTURING COMPANY	MISCELLANEOUS PLUMBING SUPPLIES	407.82
4/9/2018	131559	CSAC EXCESS INSURANCE AUTHORITY	INSURANCE AUTHORITY APRIL - JUNE 2018	2,997.00
4/9/2018	131560	CSG CONSULTANTS INC.	STRUCTURAL ENGINEER SERVICE - FEBRUARY 2018	30,094.99
4/9/2018	131561	DEPENDABLE LOCK AND HARDWARE	LOCKS AND KEYS	825.69
4/9/2018	131562	DIANE PHILLIPS	SENIOR TRIP REFUND - VIETGONE	75.00
4/9/2018	131563	DON FRANCHI	SOLAR REBATE	1,000.00
4/9/2018	131564	DONALD CHENG	SYNTHETIC TURF REBATE	4,356.00
4/9/2018	131565	EILEEN MONTE	SENIOR TRIP REFUND - VIETGONE	75.00
4/9/2018	131566	ELLEN ONG	SOLAR REBATE	1,000.00
4/9/2018	131567	ERNEST EAVIS	TOILET REBATE	75.00
4/9/2018	131568	ESTERO UTILITY SERVICES	WATER SERVICES	32,439.73
4/9/2018	131569	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SUPPLIES PARKS PROGRAM	2,615.36
4/9/2018	131570	EYEKICK VISUAL, LLC	CREDIT REFUND - WATER	105.87
4/9/2018	131571	FERGUSON ENTERPRISES INC	MISCELLANEOUS SUPPLIES WATER PROGRAM	4,886.80
4/9/2018	131572	FORELAND PARTS INC.	AUTO PARTS	228.56
4/9/2018	131573	GOLDEN STATE FLOW MEASUREMENT INC.	WATER METER AND PARTS	1,198.51
4/9/2018	131574	GOODYEAR COMMERCIAL TIRE & SERVICE	TIRE SERVICES	3,228.53

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4/9/2018	131575	GRAINGER	MISCELLANEOUS SUPPLIES BUILDING PROGRAM	612.73
4/9/2018	131576	GRANITE ROCK COMPANY #26462	MISCELLANEOUS SUPPLIES-STREET/WATER/SEWER	1,434.78
4/9/2018	131577	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES STREET PROGRAM	2,861.34
4/9/2018	131578	HOUSE OF COFFEE	COFFEE SUPPLIES	416.25
4/9/2018	131579	HUMAN INVESTMENT PROJECT INC.	HIP MANAGEMENT FEES - APRIL 2018	1,200.00
4/9/2018	131580	IMELDA OPPENHEIM	INSTRUCTOR FEE - YOGA	78.00
4/9/2018	131581	INTERSTATE TRAFFIC CONTROL	TRAFFIC SAFETY SIGNS	244.69
4/9/2018	131582	ON-SITE HEALTH & SAFETY	RESPIRATORY TEST PACKAGE	3,320.00
4/9/2018	131583	JACKSON LEWIS P.C.	PROFESSIONAL SERVICES - FEBRUARY 2018	1,190.00
4/9/2018	131584	JENNIFER SEBESTYEN	TOILET REBATE	75.00
4/9/2018	131585	JENNY HOLL	DEPOSIT REFUND - LAGOON ROOM	450.00
4/9/2018	131586	KELLY-MOORE PAINT COMPANY INC.	PAINT SUPPLIES	312.24
4/9/2018	131587	KOMA VENTURES IV, LLC	CONSTRUCTION AND DEMOLITION REFUND	7,000.00
4/9/2018	131588	KUNRI KIM	CLASS REFUND - WRITING	270.00
4/9/2018	131589	KYOUNG MI BAE	CLASS REFUND - SPEAKING	199.00
4/9/2018	131590	LIU BROTHERS TOOLS, LLC	3/8DR TORX - VEHICLE MAINTENANCE	46.33
4/9/2018	131591	LORAL LANDSCAPING INC.	TREE TRIMMING SERVICES	5,430.00
4/9/2018	131592	LYN AYE	CLASS REFUND - PICKLEBALL	75.00
4/9/2018	131593	MARCIA NEISHI	INSTRUCTOR FEE - PICKLEBALL	189.00
4/9/2018	131594	MARIANA DELAO	DEPOSIT REFUND - LAGOON ROOM	450.00
4/9/2018	131595	MARK FARREN	CONSTRUCTION AND DEMOLITION REFUND	1,000.00
4/9/2018	131596	MATCO TOOLS	MISCELLANEOUS TOOLS VEHICLE MAINTENANCE	421.94
4/9/2018	131597	METRO LIGHTING DBA WESCHEM INC.	LIGHTING SUPPLIES	2,929.11
4/9/2018	131598	METROMOBILE COMMUNICATIONS	PALM MICROPHONE - POLICE DEPARTMENT VEHICLES	299.06
4/9/2018	131599	MINNIE MINSUK CHO	CLASS REFUND - MATH	230.00
4/9/2018	131600	MUNICIPAL CODE CORPORATION	WEBSITE ENHANCEMENT	250.00

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4/9/2018	131601	NANCY CHUNG	CLASS REFUND - TENNIS	320.00
4/9/2018	131602	NAZARETH ICE OASIS SAN MATEO	INSTRUCTOR FEE - ICE SKATING	1,203.30
4/9/2018	131603	NEARMAP US, INC.	NEARMAP VERTICAL GOVERNMENT	4,180.33
4/9/2018	131604	OTIS ELEVATOR COMPANY	ELEVATOR MAINTENANCE SERVICE	1,713.96
4/9/2018	131605	PACIFIC AUXILIARY FIRE COMPANY	FIRE ALARM INSPECTION SERVICE	1,093.00
4/9/2018	131606	PACIFIC NURSERIES	PARK PLANT MATERIALS	635.65
4/9/2018	131607	PAPA	PAPA SEMINAR - GARRETT GOTTHARDT	100.00
4/9/2018	131608	PARIMALA AGNIHOTRI	CLASS REFUND - TENNIS	160.00
4/9/2018	131609	PENINSULA POWER WASH	PRESSURE WASHING SERVICES	4,675.00
4/9/2018	131610	PETERSON	BOOSTER PUMP REPAIR	28,492.52
4/9/2018	131611	PHYSIO-CONTROL, INC. FKA MEDTRONIC	TRAINING SYSTEM ANNUAL MAINTENANCE	1,548.00
4/9/2018	131612	PR DIAMOND PRODUCTS, INC.	CORE DRILL & BIT	1,390.00
4/9/2018	131613	PRUDENTIAL OVERALL SUPPLY	TOWEL/UNIFORM LAUNDRY SERVICE	137.64
4/9/2018	131614	R&B COMPANY	MISCELLANEOUS SUPPLIES WATER PROGRAM	262.05
4/9/2018	131615	READYREFRESH BY NESTLE	PARKS BOTTLE WATER SUPPLY	52.40
4/9/2018	131616	RLH FIRE PROTECTION	FIRE PROTECTION INSPECTION	1,012.00
4/9/2018	131617	SAN MATEO COUNTY HEALTH DEPARTMENT	PORTABLE WATER LAB TEST	2,328.00
4/9/2018	131618	SAN MATEO COUNTY	MOSQUITO ABATEMENT SERVICES	2,392.37
4/9/2018	131619	SAN MATEO LAWN MOWER SHOP	PARKS SMALL EQUIPMENT PARTS	37,972.30
4/9/2018	131620	SCHAAF & WHEELER CONSULTING	CIP 657 - LEVEE PLAN & IMPROVEMENT	83,967.89
4/9/2018	131621	SHARPS SOLUTIONS	BIOHAZARD WASTE DISPOSAL	48.00
4/9/2018	131622	SHINYA YOSHIDA	CLASS REFUND - PUBLIC SPEAKING	199.00
4/9/2018	131623	SHUBHA CHAWLA	CLASS REFUND - PIANO	232.00
4/9/2018	131624	SQBOX SOLUTIONS LTD.	INTRANET CONNECTIONS MAINTENANCE	2,990.00
4/9/2018	131625	SST BENEFITS CONSULTING SERVICES	QUARTERLY MEETING - MARCH 22, 2018	5,500.00
4/9/2018	131626	SUJAY MAJUMDER	CLASS REFUND - GYMNASTIC	160.00

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4/9/2018	131627	SUMMIT AUTO BODY & PAINTING	CITY VEHICLE REPAIRS	1,633.02
4/9/2018	131628	SUPERION	BLUEBEAM - ANNUAL MAINTENANCE	33,290.03
4/9/2018	131629	SUPPLYWORKS	BUILDING JANITORIAL SUPPLIES	313.30
4/9/2018	131630	T.H.E. OFFICE CITY	CITYWIDE OFFICE SUPPLIES	489.08
4/9/2018	131631	TARA STUART	CLASS REFUND - CHESS	149.00
4/9/2018	131632	TERRYBERRY MANUFACTURING JEWELERS	EMPLOYEE SERVICE PINS	1,429.63
4/9/2018	131633	THERMAL MECHANICAL INC.	HVAC REPAIRS/MAINTENANCE SERVICES	5,777.14
4/9/2018	131634	THOMAS SARFIELD	INSTRUCTOR FEE - TENNIS	1,809.50
4/9/2018	131635	TOM OTONARI	SYNTHETIC TURF REBATE	4,520.00
4/9/2018	131636	TOWNE FORD SALES	AUTO PARTS	392.32
4/9/2018	131637	URBAN PLANNING PARTNERS INC.	PROFESSIONAL SERVICES - FEBRUARY 2018	47,994.59
4/9/2018	131638	VERITIV OPERATING COMPANY	BUILDING JANITORIAL SUPPLIES	2,599.78
4/9/2018	131639	VILAS VYAS	CLASS REFUND - ICE SKATING	382.00
4/9/2018	131640	WE GO LOGO	WORK UNIFORMS - PARK STAFFS	210.97
4/9/2018	131641	WEST MARINE PRODUCTS, INC.	MISCELLANEOUS SUPPLIES LAGOON PROGRAM	94.72
4/9/2018	131642	WORKERS.COM	PUBLIC WORK TEMPORARY MAINTENANCE WORKER	6,335.28
4/9/2018	131643	YOUNGMI KANG	CLASS REFUND - ICE SKATING	125.67
4/9/2018	131644	ZALLES RACQUET SPORTS	INSTRUCTOR FEE - TENNIS	1,428.00
				505,336.14

Submitted for Information:

Edmund Suen, City Treasurer
 CHECKS ON THIS REGISTER PROCESSED AND MAILED ON APRIL 9, 2018