



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**November 28, 2012**  
**7:00 p.m.**  
**Holbrook-Palmer Park Pavilion**  
**150 Watkins Road**  
**Atherton, California**  
**REGULAR MEETING**

*This Agenda may not reflect the actual order of items. The order of items is subject to change based on Council action.*

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL** Lewis, Dobbie, Widmer, McKeithen, Carlson

3. **PRESENTATIONS**

**D.A.R.E /RED RIBBONS AWARDS – Presented by Reserve Officer Bruce Potts**

4. **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*

5. **REPORT OUT OF CLOSED SESSION**

6. **CITY MANAGER'S REPORT**

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT -**

**CONSENT CALENDAR** (Items 8-17)

(Consent Calendar items are routine in nature and are generally considered in one motion and adopted by a single vote of the City Council. If discussion regarding a Consent Calendar item is desired, the member(s) of the City Council, public, and/or staff wishing to pull the item should so indicate at the time the Mayor calls for consideration of the Consent Calendar.)

8. **APPROVAL OF OCTOBER 21 REGULAR MEETING MINUTES**

**Recommendation:** Approve meeting minutes

9. **APPROVAL OF BILLS AND CLAIMS FOR OCTOBER, 2012 IN THE AMOUNT OF \$995,446**

**Recommendation:** Approve Bills and Claims in the amount of \$995,446

- 10. ACCEPTANCE OF TREASURER’S REPORT FOR THE FIRST QUARTER ENDED SEPTEMBER 30, 2012**  
**Report:** Finance Director Robert Barron III  
**Recommendation:** Accept the Treasurer’s Report for the First Quarter Ended September 30, 2012
- 11. ADOPT RESOLUTION NO. 12-XX APPROVING SALARY AND BENEFITS FOR ALL UNREPRESENTED EMPLOYEES**  
**Report:** City Manager George Rodericks  
**Recommendation:** Adopt Resolution 12-xx
- 12. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH LAMPHIER-GREGORY FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT AND REIMBURSEMENT AGREEMENT WITH MENLO SCHOOL AND MENLO COLLEGE**  
**Report:** Deputy Planner Lisa Costa Sanders  
**Recommendation:** Approve Professional Services Agreement with Lamphier-Gregory for the preparation of an Environmental Impact Report for the Menlo School and Menlo College Cartan Field Upgrade Project; and Approve Reimbursement Agreement with Menlo School and Menlo College for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Cartan Field Upgrade Project.
- 13. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION FOR PREPARATION OF ENVIRONMENTAL DOCUMENTS AND REIMBURSEMENT AGREEMENT WITH SACRED HEART SCHOOLS**  
**Report:** Deputy Planner Lisa Costa Sanders  
**Recommendation:** Approve Professional Services Agreement with URS Corporation for the preparation of a Subsequent Initial Study and Mitigated Negative Declaration for the Sacred Heart Schools Practice Gym Project; and Approve Reimbursement Agreement with Sacred Heart Schools for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Sacred Heart Schools Practice Gym Project.
- 14. ADOPT RESOLUTION 12-XX APPROVING A BUDGET AMENDMENT OF AN AMOUNT NOT TO EXCEED \$6,000 FOR THE 2012 VOLUNTEER AND EMPLOYEE RECEPTION**  
**Report:** City Manager George Rodericks  
**Recommendation:** Adopt resolution 12-xx approving a budget amendment for an amount not to exceed \$6,000 for the 2012 volunteer and employee reception
- 15. ADOPTION OF A RESOLUTION APPROVING BUDGET AMENDMENT FOR FY 2012-2013**  
**Report:** Chief Ed Flint  
**Recommendation:** Adopt Resolution approving a budget amendment to the FY 2012-2013 budget for the transfer of \$20,000.00 from the General Fund to the Police Department’s Disaster/Emergency Fund

**16. ADOPT RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON EXPRESSING SUPPORT OF COMPLETE STREETS**

**Report:** Deputy Planner Lisa Costa Sanders

**Recommendation:** Adopt resolution expressing support of complete streets

**17. RESOLUTION TO REJECT CLAIM OF MARY T. BELICH**

**Report:** City Clerk Theresa DellaSanta

**Recommendation:** Adopt Resolution to reject claim of Mary T. Belich and authorize staff to send a notice of rejection

**PUBLIC HEARINGS** - None

**REGULAR AGENDA** – (Items 18-19)

**18. CALTRANS - POTENTIAL TRAFFIC SIGNAL AT SELBY AND EL CAMINO REAL**

**Report:** Public Works Director Mike Kashiwagi

**Recommendation:** For information only. This item is presented to the City Council for review and comment per the request of the Atherton Transportation Committee

**19. SAN MATEO COUNTY LIBRARY JOINT POWERS AGREEMENT REPORT**

**Report:** City Manager George Rodericks

**Recommendation:** Review and Discuss Report

**20. COUNCIL REPORTS/COMMENTS**

**21. FUTURE AGENDA ITEMS**

**A. BROWN ACT COMPLIANCE** – Vice Mayor Lewis /Council Member Carlson

**22. PUBLIC COMMENTS**

**23. ADJOURN**

**PLEASE NOTE THE FOLLOWING INFORMATION:**

If you challenge a Town zoning, planning, or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this agenda, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Judicial review of any Town administrative decision may be had only if a petition is filed with the court not later than the 90th day following the date upon which the decision becomes final.

Judicial review of environmental determinations may be subject to a shorter time period.

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection by 5:00 p.m. the Friday before each regularly scheduled City Council meeting at the Atherton Library, 2 Dinklespiel, Station Lane, and the Town Administrative Offices, 91 Ashfield Road, Atherton, CA 94027. Additionally, agendas and staff reports may be accessed on the town website at: [www.ci.atherton.ca.us](http://www.ci.atherton.ca.us)

In compliance with SB 343, materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the Town Administrative Offices, 91 Ashfield Road, during normal business hours.

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk's Office at (650) 752-0500. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (29 CRF 35.104 ADA Title II)



## ITEM 6 Town of Atherton

### CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FOR THE REGULAR MEETING OF NOVEMBER 28, 2012

SUBJECT: CITY MANAGER WRITTEN REPORT

#### **ADMINISTRATION:**

Staff continues work on an Administrative Policy Manual with the expectation that the completed document will be ready for adoption in December.

Once the December property tax revenues are received, staff will begin putting together a Mid-Year Budget Presentation for the City Council. This is expected to be complete by February 2013.

The Fall Newsletter is in the works and will be released by mid-December. One of the articles in the Newsletter asks the public to submit a name change for the local community newsletter (a contest). The names submitted would be provided to the City Council for a final decision with the winner formally recognized by the Council at a future meeting.

Work continues on a number of priority projects, to include but not limited to:

- IT Upgrades – Council Chambers (audio/video), Town website, Town telephone systems, paperless agendas (January/February 2013)
- 5-Year Financial Forecast (February 2013 – with Mid-Year Budget Presentation)
- Master Fee Schedule and Cost Allocation Plan (January 2013)
- Project Follow-up/Direction | Library | Town Center | Little League (December 2012)

#### **COMMUNITY SERVICES DEPARTMENT:**

See attached community services report (Attachment 1).

**PLANNING DEPARTMENT:**

See attached Community Services Department update.

**POLICE DEPARTMENT:**

**Police Activity**

There were 104 criminal investigations for the month of October. Seventy-two (72) offenders were cited, arrested or referred to the District Attorney's Office for prosecution. Fifty-three (53) of those cases were for vehicle code violations that include driving without a license, driving on a suspended license, and driving under the influence of alcohol. The other cases were warrant arrests, an arrest for residential burglary, parole violation, public intoxication, brandishing and possession of a weapon (bb gun) on school grounds, juvenile probation violation, possession of marijuana, possession of a controlled substance, creating a disturbance at school, and theft of construction funds by false pretenses.

Of the 1,548 total police incidents for the month of October, 559 were officer-initiated incidents, which resulted in 322 citations being issued for vehicle code violations. Officers also initiated 232 other types of incidents that included contacting suspicious people on the street or in cars, as well as security checks at schools and Holbrook Palmer Park.

Holbrook Palmer Park had 26 incidents this reporting period, 19 of which were security checks by officers. Other police activity at the park included suspicious vehicles, traffic enforcement, and a citizen assist for two people stuck in the elevator.

Officers responded to 17 ordinance violation calls this month. These calls were for a lumber and nursery delivery before 8AM, loud music, and various construction ordinance violations.

The Department performed a total of 728 home security checks during October.

**School Incidents**

Officers responded to 96 school incidents during this reporting period. The incidents involved thefts, alarms, traffic issues, suspicious vehicles, security checks, traffic enforcement, and gang activity. The following depicts the number of incidents per school:

<b>SCHOOL</b>	<b># INCIDENTS</b>
ENCINAL SCHOOL	12
LAS LOMITAS SCHOOL	4

SCHOOL	# INCIDENTS
LAUREL SCHOOL	6
MENLO-AHTERTON HIGH	36
MENLO COLLEGE	5
MENLO SCHOOL	5
SACRED HEART PREP	8
ST. JOSEPH’S	0
SELBY LANE SCHOOL	20

**Response Times**

The average response time for Priority 1 Calls for Service (incidents are categorized from 1 to 3 with one being the highest priority) was 7 minutes during this time period, which met our goal of having an average response time of less than 8 minutes.

**Disaster Preparedness**

On October 18, 2012, Atherton Town Staff participated in the statewide earthquake drill, “The Great Shake Out.” At approximately 1018 hours, an announcement was made over the PA system simulating an earthquake. All staff on site had to “Drop, Cover, and Hold On.” Following the simulated “earthquake,” Town staff conducted an evacuation of the buildings and met in the train station parking lot.

**Special Events and Community Activities**

On Halloween, Patrol Officers handed out glow stick necklaces to local trick-or-treaters.

**Training**

The police department sent the following officers to training in October for a total of 540 hours:

Officer	Training	Dates
J. Wheaton	Basic Dispatch Academy/120 hours/South Bay/Evergreen Valley College	Oct. 1 – 19
A. Kockler	Supervisory Leadership Institute/24 hours	Oct. 8 - 10

Officer	Training	Dates
J. Wade B. Mills	Planning/Logistics Intelligence Section Training/Bay Area Office of Emergency Services/16 hours	Oct. 8-9
D. Gomez B. Lane	Annual Gang Symposium/San Mateo County Sheriff's Office/24 hours	Oct. 17-19
J. Mattes	RIMS Conference/Sunridge Systems/24 hours	Oct. 24-26
All Pd Personnel	In-house training/12 hours	Oct. 23 or Oct. 25

**Investigations**

Case 11-315: Detective Yoakum has been working closely with the District Attorney's Office on a fraud case, involving a construction contractor illegally obtaining funds with false vouchers/invoices. Our victim lost approximately \$400,000.00. On October 30, 2012, Detective Yoakum obtained an arrest warrant for the suspect. On the same date, Detective Yoakum located the suspect in Redwood City and placed him under arrest.

Case 10-363: This investigation is for Oral Copulation and Sexual Battery from 2010. Sgt. Lopez worked with the District Attorney's Office to get the case filed after they initially rejected it. The DA's office recently obtained an arrest warrant for the suspect. The Investigations Unit is in the process of locating the suspect to make an arrest.

**PUBLIC WORKS PROJECT UPDATES:**

- Sweep contracted monthly streets :
  - September (not reported last month) 31 Miles; 19 Cu. Yards 7.85 Tons
  - October 28 Miles; 25 Cu. Yards 28 Tons
- Service requests –
  - Replace broken window latch in women's restroom at Main House
  - Repair hazard – Library stairs has a loose tread
  - Move furniture at Town Administration office
  - Pick up illegally dumped Redwood Way pedestrian trail.
  - Repair security issue – sliding glass doors at Main House
  - Flooding - plugged drain top at Ringwood & Frederick
  - Trimming – push back hedge at James/Middlefield
  - Roof leak – Knox preschool
  - Sanitary sewer pump grinder inoperative – Knox playschool
  - Tree down in Atherton Channel (Broadacres)
  - Toilet leaking – Library men's restroom

- Weekly litter removal on ECR.
- Litter Marsh Road, Middlefield Road and Alameda.
- General duties – Garbage cans, town wide and ECR litter, Town Center landscape, ECR landscape, corp yard clean-up, vehicle/tool maintenance.
- Inspect drains (all) on Atherton right of way. Schedule cleaning next month.
- Clean gutters on all town facilities.
- Install new gutters at CM House
- Prep. Sand bag area and order materials
- Park General daily duties – mowing, empty garbage/recycling, restroom oversight, fire extinguishers (checked/re-charged ), playground inspections, elevator inspections, open/close buildings, meeting room set-ups/tear downs.
- Contract at Park – tree trimming (pics).
- See attached spreadsheet of Events.
- Repair broken chimes on park playground equipment (pic)



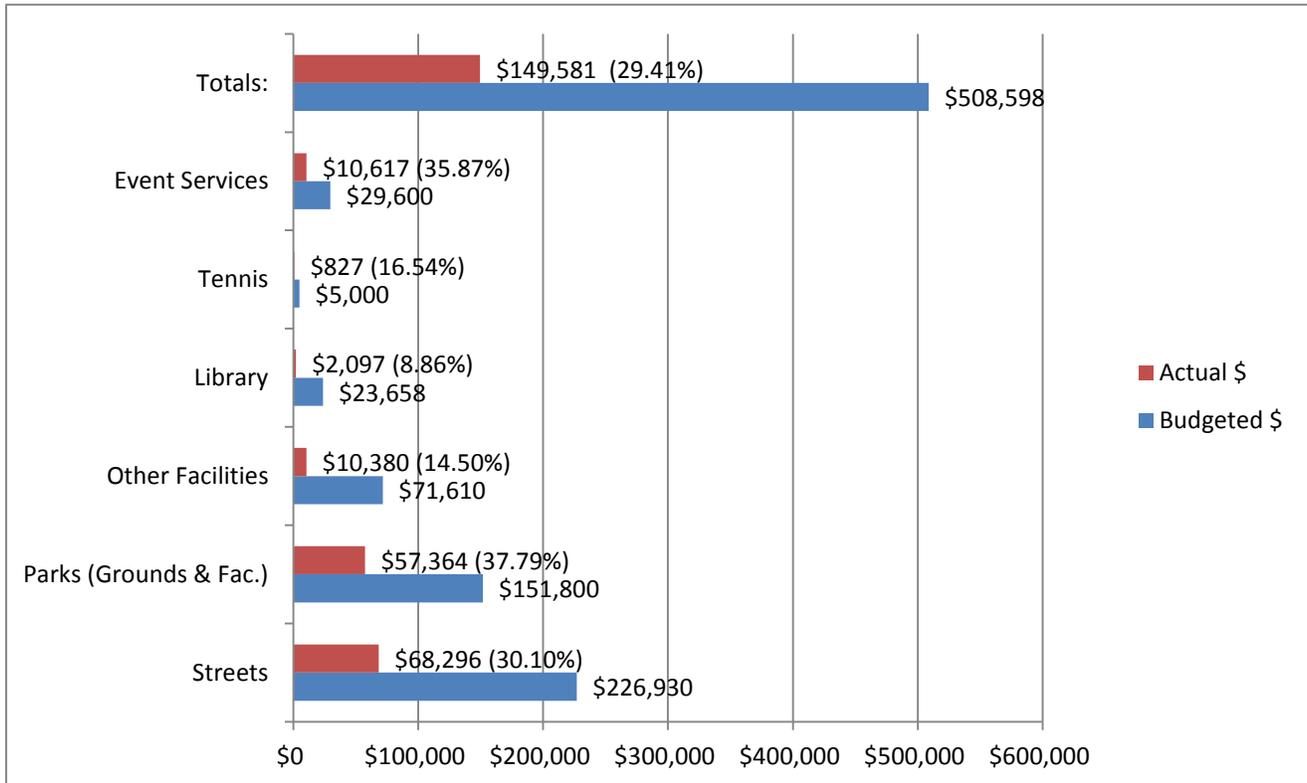
Figure 1: Trimming Large Eucalyptus At HPP



Figure 2: Repaired Playground Chimes

The following bar chart can be used as a reference as to the amount of dollars budgeted for the MCE contract for maintenance services vs. actual dollars spent. The graph is broken into the 6 families of expenditures that make up the whole of the contract. Public Works intends to supply this information on a monthly basis to the council in the monthly City Managers report and to the public upon their request.

**Town of Atherton**  
**MCE Corporation Public Works Maintenance**  
**Budget vs. Actual Expenditures FY 12-13**  
**12 months (through October) 1/3 through fiscal year**



Item	Budget \$	Actual \$	Percent used
Streets	\$226,930	\$68,296	30.10%
Parks (Grounds & Fac.)	\$151,800	\$57,364	37.79%
Other Facilities	\$71,610	\$10,380	14.50%
Library	\$23,658	\$2,097	8.86%
Tennis	\$5,000	\$827	16.54%
Event Services	\$29,600	\$10,617	35.87%
<b>Totals:</b>	<b>\$508,598</b>	<b>\$149,581</b>	<b>29.41%</b>



## **Town of Atherton**

**Building Department  
91 Ashfield Road  
Atherton, California 94027  
Phone: (650) 752-0560**

# **Community Services Monthly Report October 2012**

Submitted by:  
Mike Kashiwagi, PE  
Director of Community Services

**Town of Atherton  
Building Safety & Inspection**

*Construction and Permit Summary  
October 1, 2012 to October 31, 2012*

	<b>September</b>	<b>Fiscal Year 2012-13</b>
<b>Total Construction Valuation<sup>1</sup>:</b>	\$17,205,675	\$51,978,195

**REVENUE**

<b>Plan Check Fees Collected:</b>	\$18,511	\$154,531
<b>Permit Fees Collected:</b>	\$96,872	\$406,204
<b>TOTAL:</b>	<b>\$115,383</b>	<b>\$560,735</b>

**PLAN CHECK**

Applications Received:	<b>59</b>	<b>227</b>
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**PERMITS**

<b><u>Residential:</u></b>		
New Single Family Residential Permits Issued:	4	12
New Accessory Structures Issued:	14	50
Addition / Alteration Permits Issued:	13	28
Reroof / Water Well Permits Issued:	14	49
Plumbing/Mechanical/Electrical Permits Issued:	34	59
<b><u>Non-Residential:</u></b>		
New Permits Issued:	1	7
<b>TOTAL Permits Issued:</b>	<b>80</b>	<b>205</b>

**INSPECTIONS**

Inspections Performed:	<b>417</b>	<b>2,046</b>
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Footnotes:

<sup>1</sup>Valuation: For permitted projects during this period.

**Town of Atherton  
Building Safety & Inspection**

**Code Enforcement Activity Summary**

*October 1, 2012 to October 31, 2012*

CE responded to the following types of cases:

1. Dangerous Trees	<b>1o</b>	10. Early Set Out-trash	<b>2o</b>
2. Construction Law	<b>1o</b>	11. Neighbor Law	<b>0</b>
3. Dog Barking	<b>3o/2c</b>	12. Animal	<b>0</b>
4. Building without permits	<b>0</b>	13. Litigation	<b>2o</b>
5. Encroachments	<b>9o/3c</b>	14. Vehicles	<b>0</b>
6. Fence Violations	<b>0</b>	15. Unsecured Prop	<b>1o</b>
7. Accessory Bld.	<b>3o/2c</b>	16. HOA Contact	<b>0</b>
8. Refuse	<b>1o/2c</b>	17. Admin/finance	<b>0</b>
9. Zoning	<b>1o/1c</b>	18. Admin/ordinance	<b>1o/2c</b>
		19. Public Nuisance	<b>2o</b>
<b>Number of Cases Closed = 9</b>		<b>Number of Cases Still Open = 27</b>	

c: Closed

o: Open

**Planning Projects**

*October 1, 2012 to October 31, 2012*

	<b>This Month Activity</b>	<b>Fiscal Year to Date Activity</b>
Staff Level Reviews	10	53
Planning Commission Items	3	10

1. 262 Prior- Special Structure Permit to allow a pool closer to the front setback line than normally allowed- APPROVED
2. 96 Howard- Special Structure Permit to allow a detached garage at the front setback on a flag lot. APPROVED with MODIFICATIONS
3. 92 Sutherland- Special Structure Permit (retaining wall excessive height and carport located at the front setback)- WITHDRAWN BY APPLICANT

**Arborist Activity Summary**

*October 1, 2012 to October 31, 2012*

	<b>Site Visits</b>			Plan Review
	Tree Removal	Inspections	Info. / Consu.	
TOTAL	21	20	8	17

**Town of Atherton  
Building Safety & Inspection**

**Summary of New Single Family Residential Permits Issued by Month**

Month	2012	2011
January	2	-
February	0	-
March	2	-
April	2	-
May	4	-
June	3	-
July	3	3
August	2	4
September	3	6
October	4	5
November		1
December		1
<b>Total New SFD Permits:</b>	<b>25</b>	<b>20</b>

**Plan Check Performance**

*October 1, 2012 to October 31, 2012*

Project	Cycles	Target	No. of Days Exceeded	Average Review Days
<b>Major Plan Check</b>	1st Review	10	0	6
	Subsequent Rev.	5	1	6
<b>Minor Plan Check</b>	1st Review	3	0	1
	Subsequent Rev.	2	0	1

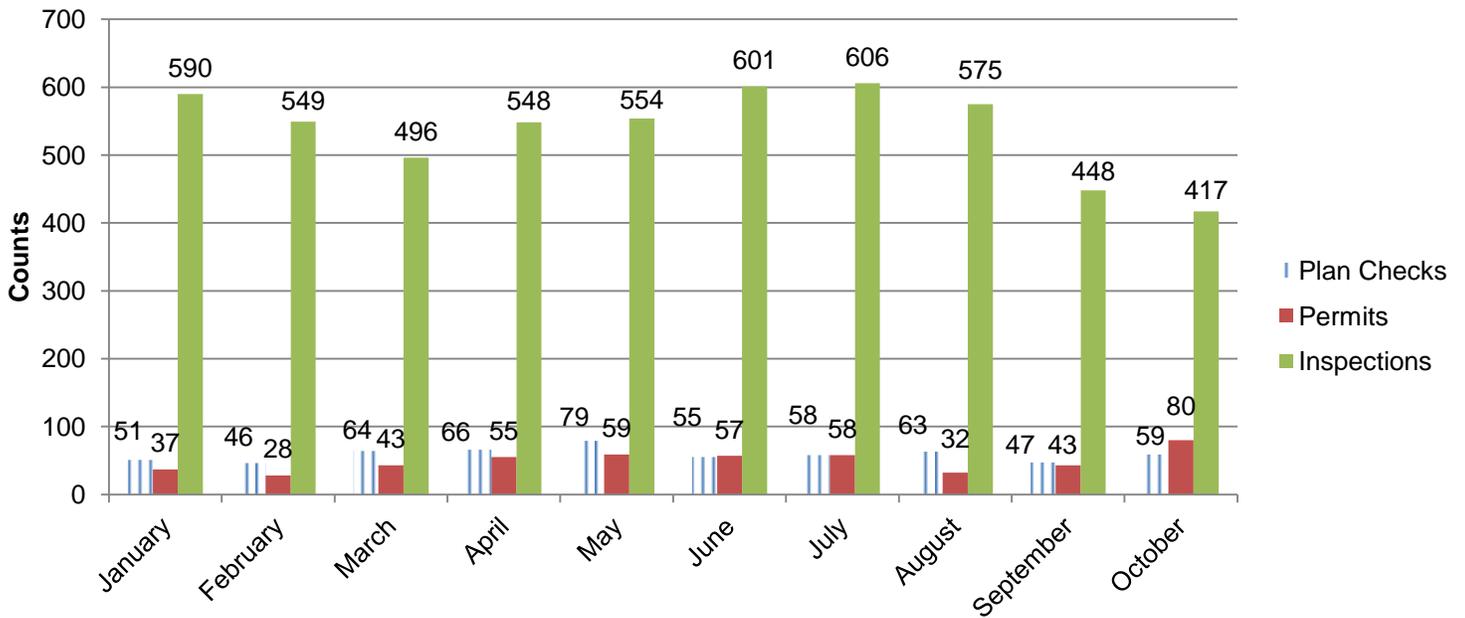
Target: in working days

Major Plan Check: New Houses, New Accessory Structures, New non-Residential

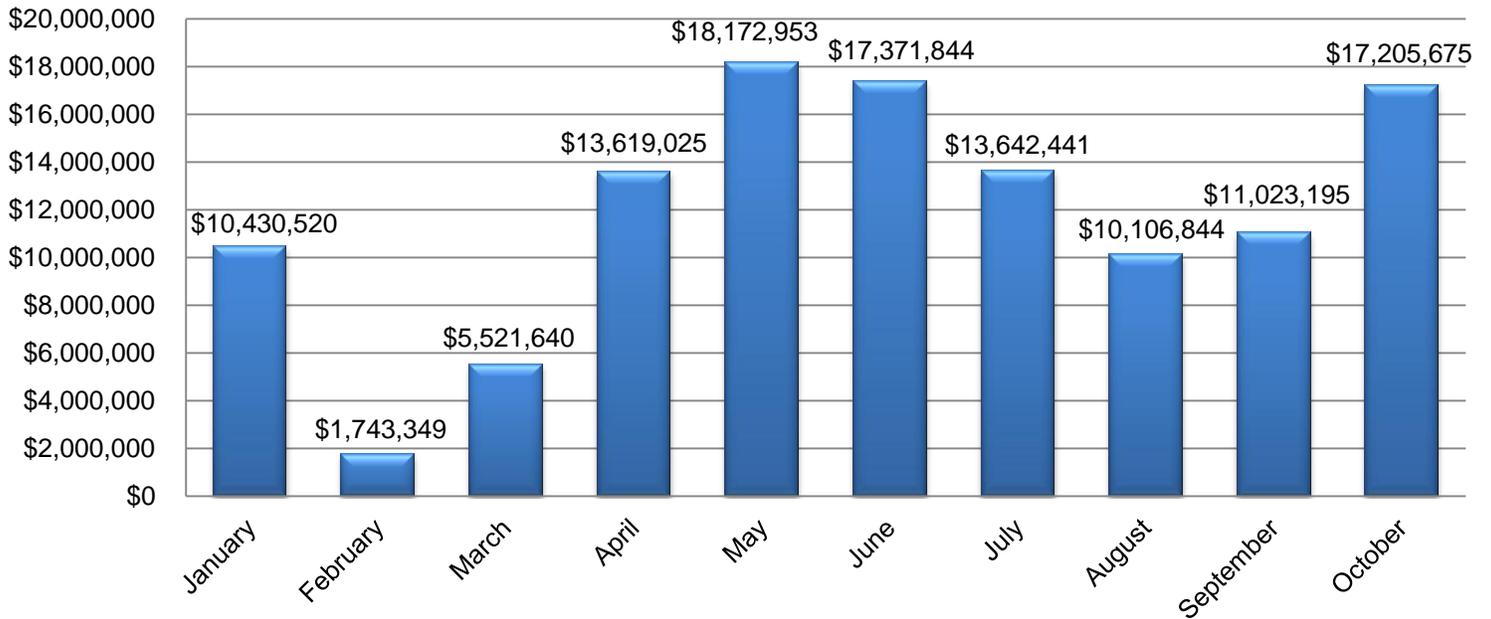
Minor Plan Check: Small Additions, Reroof, Alterations, Misc.

## Summary Graphs

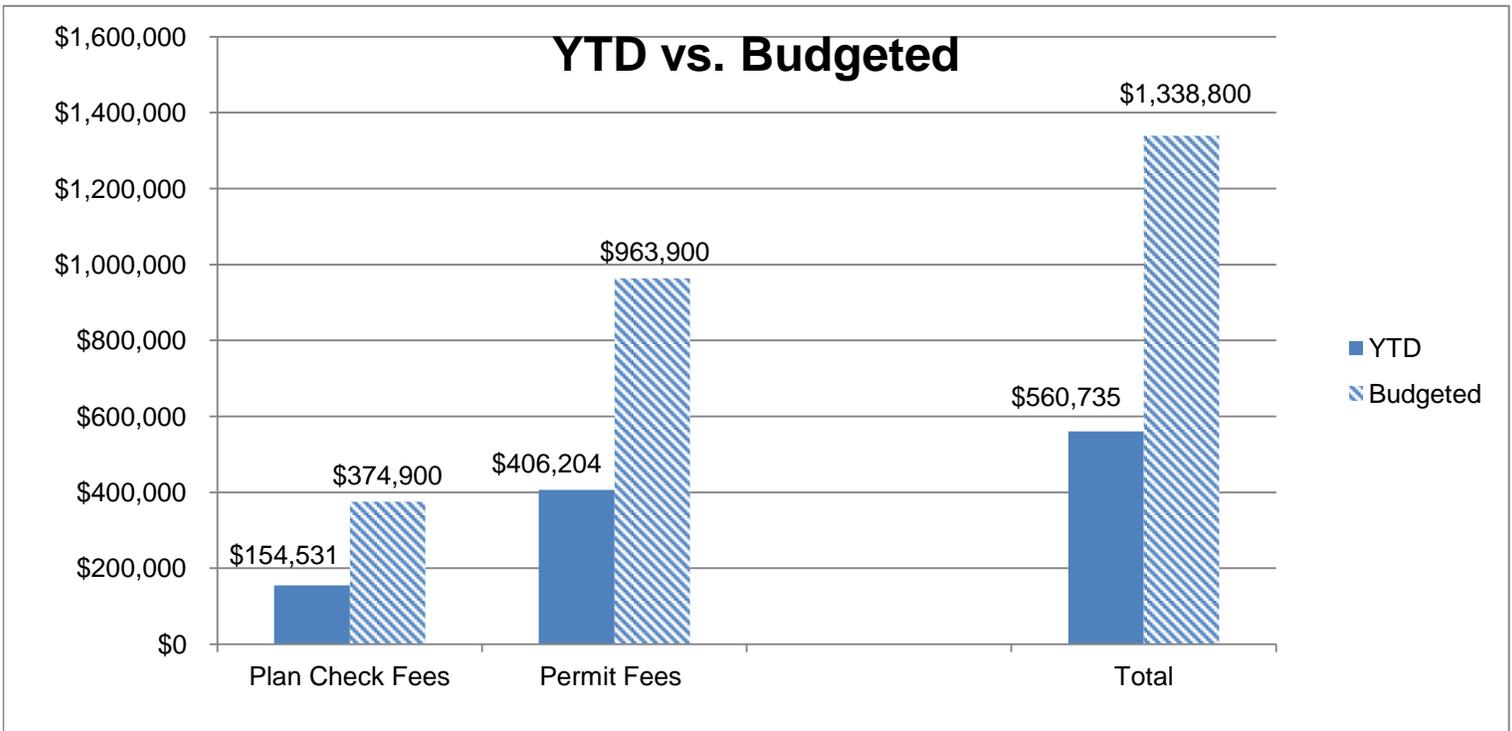
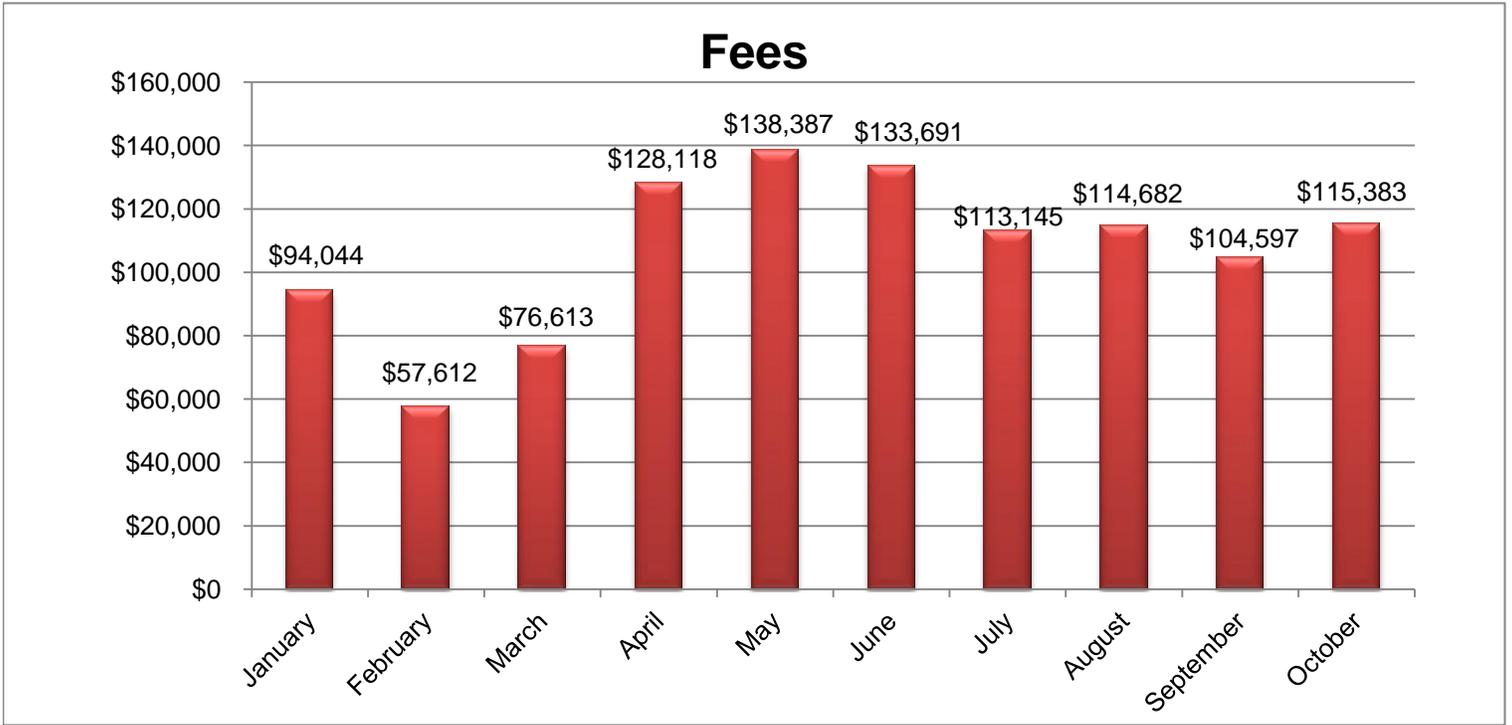
### Plan Checks, Permits, Inspections



### Valuation



# Summary Graphs





**ITEM 8**  
**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**October 17, 2012**  
**7:00 p.m.**  
**COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California  
**REGULAR MEETING**

1. **PLEDGE OF ALLEGIANCE** –
2. **ROLL CALL** – Lewis, Widmer, Carlson, McKeithen, and Dobbie
3. **ADOPT RESOLUTION APPROVING AN AGREEMENT WITH GEORGE RODERICKS AND APPOINTING MR. RODERICKS FOR THE POSITION OF CITY MANAGER**  
**Report:** City Attorney Bill Connors/Mayor Bill Widmer  
**Recommendation:** Adopt Resolution approving agreement with George Rodericks and appointing Mr. Rodericks for the position of City Manager

Vice Mayor Lewis would like a correction to the resolution – in Section 2, it should refer to the City Clerk’s pay returning to the regular rate.

Councilmember Carlson asked for clarification about the living and travel allowance provision in the City Managers contract. Mayor Widmer answered that it was requested since Mr. Rodericks will be commuting from Marin County until such time as he can sell his house and move to the area.

Councilmember Carlson asked about the 40 hours of vacation that the City Manager will receive at the outset of his contract. City Attorney Connors remarked that this is typical of this type of contract and explained that otherwise any plans Mr. Rodericks had in place for vacation etc. would have to be taken without pay.

Councilmember Carlson asked about vacation accrual and how it is worded. City Attorney Connors pointed out a typographical error. The contract should read: “120 hours per year for years of service three to *seven*, and 160 hours per service in excess of seven.”

Councilmember Carlson asked about the cell phone allowance and how it was different from other city employees. Mayor Widmer answered that the City Manager has specific data needs that prompted his request for the cell phone clause in his contract.

Councilmember Carlson asked if, at the time of the six month evaluation, if there was an implication that there would be a salary increase. Mayor Widmer answered in the negative.

4. **OATH OF OFFICE: City Manager – Administered by Mayor Widmer**
5. **PRESENTATIONS**

**PROCLAMATION – Shirley Carlson – Volunteerism**  
**Willie Mays – San Mateo County History Maker 2012**  
Presented by Mayor Widmer

Mayor Widmer read a proclamation for Shirley Carlson for her service and dedication to the Town of Atherton.

Mayor Widmer noted that he signed a proclamation honoring Willie Mays for his contributions to the community – it will be mailed to his home.

**6. PUBLIC COMMENTS**

Joan Sanders, Hawthorne Drive, spoke on behalf of Friends of the Atherton Library to announce a performance by Lucky Diaz, Saturday October 27 at the Holbrook Palmer Park Pavilion.

Bonnie Mace with the City of San Jose invited the Councilmembers to attend the city's annual Turkey Trot on Thanksgiving.

Walter Sleeth, Catalpa Drive, enumerated facts and offered his support of the Library project.

Ann McNertney, Watkins Avenue, gave a handout to the Councilmembers and spoke about recent articles in the Almanac regarding the Atherton Police Department and questioned conduct by Councilmembers.

Mary Sweeney, Irving Avenue, spoke in favor of a new library and urged people to vote in favor of Measure F.

John Ruggiero, resident, wondered where the other City Council candidates are and noted that they have not been visible to him during the campaign. Vice Mayor Lewis pointed out Cary Wiest. (Ms. Kupperman was in the audience and Mr. Conlon showed up later in the evening).

**7. REPORT OUT OF CLOSED SESSION - none**

**8. CITY MANAGER'S REPORT**

City Manager George Rodericks announced that a tentative date of December 12 has been set for a Holiday Party. Staff will present a plan and proposed budget to Council at the next meeting.

City Manager Rodericks mentioned that the Council has the City Manager's report and he or Theresa would take any questions.

Councilmember Carlson thanked City Clerk DellaSanta and City Manager Rodericks for the project list that he requested. He thinks it is important to get the HR policies done. Further, he would like continuing updates on the meetings with CalTrans regarding safety issues on El Camino Real.

Councilmember Carlson also expressed concern with the number of police calls made to both Menlo Atherton High School and Selby Lane School.

Councilmember Dobbie is concerned with the safety of El Camino Real.

Vice Mayor Lewis agrees with the concerns about police calls to Menlo Atherton High School and Selby Lane School. Vice Mayor Lewis asked Lieutenant Joe Wade to comment on whether a Student Resource Officer (SRO) would be helpful.

Lieutenant Joe Wade answered that an SRO would be helpful but it is not something that the Town can impose on a school. The school and the Police Department must work together to implement an SRO on campus.

Vice Mayor Lewis asked if the training that is being provided for the police department is specific to Atherton. She wants to make sure that the training is applicable to serving in Atherton. Lieutenant Joe Wade answered that all of the training made available is applicable to Atherton.

Vice Mayor Lewis asked if a resident can take over a “triangle” of Town land to beautify it. Public Works Director Mike Kashiwagi answered that the resident should contact Public Works to discuss the details. It is not likely that there is irrigation on the triangle as well as other details that might prohibit the project.

## **9. COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

### **CONSENT CALENDAR (Items 10-18)**

Items pulled from the Consent Calendar: 13, 14, 16, and 17.

#### **10. APPROVAL OF SEPTEMBER 19 REGULAR MEETING MINUTES**

**Recommendation:** Approve meeting minutes

#### **11. APPROVAL OF BILLS AND CLAIMS FOR AUGUST, 2012 IN THE AMOUNT OF \$1,225,161**

**Recommendation:** Approve Bills and Claims in the amount of \$1,225,161

Vice Mayor Lewis asked a question about Nova Partners, the Project Managers for the Library project. Since the project is on hold until after the election, Vice Mayor Lewis wonders why payment to them still appears on the Bills and Claims.

Public Works Director Mike Kashiwagi answered that their invoice was paid late due to the fact that Nova Partners did not provide a detailed status report. Their work has been suspended until after the election

#### **12. ACCEPT THE RECOMMENDATION OF THE FINANCE COMMITTEE TO APPROVE THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2012-13**

**Report:** Finance Director Robert Barron

**Recommendation:** Review and recommend approval of the Statement of Investment Policy for FY 2012-13. The Finance Committee agreed with the Investment policy with recommendation of maintaining minimum investment requirement on investing in AAA for Medium Term Notes and the City to have discretion to make a decision to sell or hold securities that may have been downgraded below the minimum ratings level described herein policy.

#### **15. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$2500.00 FOR A TOTAL PROJECT COST OF \$31,500.00 FOR THE PARK PAINTING PROJECT NUMBER 56054**

**Report:** Public Works Director Mike Kashiwagi

**Recommendation:** Authorize recording of a notice of completion and approving contract change orders in the amount of \$2500.00 for a total project cost of \$31,500.00 for the Park Painting Project Number 56054.

**18. ADOPTION OF RESOLUTION ACCEPTING EXPEDITURES FOR BALANCE OF FISCAL YEAR 2012/13 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF), CITIZEN’S OPTION FOR PUBLIC SAFETY (COPS) GRANT**

**Report:** Police Chief Ed Flint

**Recommendation:** Adopt a resolution accepting the recommended expenditures of the remaining balance of FY 2012-13 Supplemental Law Enforcement Services Fund (SLESF), Citizen’s Option for Public Safety (COPS) Grant in the amount of \$100,000.00 in accordance with state requirements. The funds must be expended by June 30, 2013.

**MOTION by Carlson, second by Dobbie to approve the Consent Calendar excluding items 13, 14, 16, and 17. The motion passed.**

Ayes: 5            Nays:            0            Abstain:            0

**PUBLIC HEARINGS - (Item 19)**

**19. ANNEXATION OF LANDS OF SONMEZ, 70 CAMINO POR LOS ARBOLES (APN 070-302-300) – PUBLIC HEARING FOR OBJECTIONS AND RESOLUTION ORDERING ANNEXATION**

**Report:** Planning Director Lisa Costa Sanders

**Recommendation:** Adopt ordering the annexation of the Lands of Sonmez to the Atherton Channel Drainage District and request the Board of Supervisors detachment from the University Height Drainage Maintenance District.

Planning Director Lisa Costa Sanders presented the staff report. Brian Heffernen, attorney for the applicants, addressed the Council and thanked the Town of Atherton for their assistance with the matter.

PUBLIC COMMENT - none

**MOTION by Lewis, second by Dobbie to approve the annexation of Lands of Sonmez, 70 Camino Por Los Arboles (APN 070-302-300) – Public Hearing for Objections and Resolution Ordering Annexation.**

Ayes: 5            Nays:            0            Abstain:            0

**REGULAR AGENDA – (Items 20-22)**

**20. POTENTIAL ADJUSTMENT TO REGULAR CITY COUNCIL MEETING SCHEDULE**

**Report:** Interim City Manager Theresa DellaSanta

**Recommendation:** To Be Determined

**MOTION by Carlson, second by Dobbie to move the November City Council Meeting to Wednesday, November 28, 2012 due to the Thanksgiving holiday.**

Ayes: 3            Nays: 1 (Widmer)            Abstain:            1 (McKeithen)

**21. TOWN RESPONSE TO CIVIL GRAND JURY REPORT WHETHER SAN MATEO COUNTY NEEDS 13 SEPARATE POLICE DISPATCH CENTERS**

**Report:** Police Chief Ed Flint

**Recommendation:** Accept the attached final proposed draft as the Town's response to the Civil Grand Jury regarding whether San Mateo County Needs 13 Separate Police Dispatch Centers.

Lieutenant Joe Wade presented the staff report.

Councilmember McKeithen commented that in the response to the Grand Jury, #4 is too general and should be addressed with specific statistics and data.

Mayor Wider thinks the response should be more specific to the needs of Atherton. He commented that the specifics are in the report but they are stated later in the response. Mayor Widmer feels they should be repeated.

Councilmember McKeithen agreed that the numbers are addressed in #s 2 and 3 but should be carried over.

Councilmember McKeithen commented that the response takes issue with the fact that names are withheld but she thinks that the Grand Jury is not allowed to disclose the names of the interviewees but rather just enumerate positions held.

Councilmember McKeithen disagrees with #7. She does not think the report was suggesting that people aren't doing their jobs but rather are distracted when they have other tasks to manage.

Councilmember McKeithen does not agree with the logic that because the Grand Jury didn't speak with Police Chief Flint that they would disagree with some of the findings.

Councilmember Carlson asked what would happen if the letter is not received by the Grand Jury on time. City Attorney Conners answered that there is no penalty other than that the Grand Jury will not use their response.

Vice Mayor Lewis pointed out some formatting and grammatical errors.

**OPEN PUBLIC COMMENT**

Wally Sleeve, 227 Catalpa, spoke to the fact that the answer to the question of dispatch services is simply one of cost.

**CLOSE PUBLIC COMMENT**

City Attorney Conners suggested that the Council approve the bones of the response and that Mayor Widmer can approve the final once the revisions are made. He added that the Grand Jury may not even respond.

**MOTION by Carlson, second by McKeithen to approve the basic framework of the response and the final document will be approved by Mayor Widmer before it is sent to the Grand Jury. The motion passed.**

Ayes: 5                      Nays: 0                      Abstain: 0

**22. COUNCIL RESPONSE TO ATHERTON POLICE OFFICERS ASSOCIATION (APOA)  
TOWN-WIDE MAILING**

**Report:** Mayor Widmer, Councilmember Dobbie

**Recommendation:** To Be Determined

Mayor Widmer presented the item.

Vice Mayor Lewis clarified that the response shouldn't make mention of the robo-call. Mayor Widmer agreed that the response would not reference the call.

Councilmember Carlson doesn't approve of the insinuation that the Council does not hold public safety as its top priority. The Council takes public safety very seriously and it is the Council's foremost concern.

Vice Mayor Lewis feels that since we are in campaign mode the Council should refrain from comment. The pamphlet was a demonstration of free speech.

**OPEN PUBLIC COMMENT**

Pat Dobbie, James Avenue, would like the endorsement signs posted in the Town's garden removed.

Greg Conlon wanted to set the record straight that while he was endorsed by the APOA, he does not want to outsource the police department.

Malcolm Dudley, Catalpa Drive wanted to remind Atherton to respect and honor the work of the police and enumerated the events that lead to the response of the APOA.

Steven Goldby, 180 Stockbridge Avenue, supports what the APOA did. He voted for the parcel tax to avoid this kind of situation.

Ann McNertney, Watkins Avenue wants to know how we will pay for services if we sunset the Parcel Tax.

Bob Roeser, resident, suggested that the Council should not sound defensive in their response to the APOA pamphlet.

Jon Buckheit, Selby Lane, expressed concern that the candidates sought endorsements from the APOA.

Michael Stogner, victims advocate spoke in support of the Council.

John Ruggiero, resident, stated that the APOA should not be allowed to post signs in yards without asking permission.

**CLOSE PUBLIC COMMENT**

Councilmember Dobbie read a statement in opposition of the tactics employed by the APOA.

Councilmember McKeithen stated that the Council has an obligation to correct misinformation. She feels they should restate the Town's official position.

Councilmember Carlson doesn't see a lot of gain from responding as a collective group.

A member of the audience suggested that Vice Mayor Lewis recuse herself since she is one of the candidates endorsed by the APOA. City Attorney Connors answered that she has an obligation if not a right to participate.

Vice Mayor Lewis commented that she has published the APOA survey and her responses on her website.

Mayor Widmer thinks there should be a response.

Vice Mayor Lewis suggests that the Council respond with a high level response reiterating their commitment to public safety.

Councilmember Dobbie thinks the response should go to all residents.

Councilmember Carlson would support a press release from the office of the Mayor. He would like to see a high level response with a few specifics and would leave it up to the Mayor and staff.

Councilmember McKeithen doesn't agree that the proposed letter is too detailed.

Councilmembers Dobbie and Vice Mayor Lewis trust the Mayor to send the response.

**MOTION by Dobbie, second by Carlson for Mayor Widmer to write a high level and fair press release in response to the pamphlet distributed by the APOA. The motion passed.**

Ayes: 5                      Nays: 0                      Abstain: 0

The Council then took up those items that were pulled from the Consent Calendar:

**13. APPROVE THE RECOMMENDATION OF THE FINANCE COMMITTEE TO ACCEPT THE ACTUARIAL VALUATION OF OTHER POST EMPLOYMENT (HEALTH-CARE) BENEFITS (OPEB) AS REQUIRED BY GASB 45 AND AUTHORIZE STAFF TO TRANSFER THE NET OPEB OBLIGATION OF \$1,299,316 FROM THE EMPLOYEE BENEFITS FUND TO THE PARS OPEB TRUST**

**Report:** Finance Director Robert Barron

**Recommendation:** Approve the recommendation of the Finance Committee to accept the actuarial valuation of Other Post Employment (health-care) Benefits (OPEB) as required by GASB 45 and approve the resolution authorizing staff to transfer the Net OPEB Obligation of \$1,299,316 from the Employee Benefits Fund (Fund 616) to the City's PARS OPEB Trust Account.

Councilmember Carlson would like to get the Council together with an actuarial group to go over some of the issue. Councilmember Carlson clarified that he is in favor of this item.

Vice Mayor Lewis asked if the Town could get the data refreshed because a lot has changed since the valuation was completed.

City Attorney Connors suggested that they follow Councilmember Carlson's suggestion and schedule a joint meeting of the Council, Finance Committee and actuaries.

**MOTION Carlson, second by Dobbie to approve the recommendation of the Finance Committee to accept the actuarial valuation of Other Post Employment (Health Care) Benefits (OPEB) as required by GASB 45 and authorize staff to transfer the net OPEB obligation of \$1,299,316 from the Employee Benefits Fund to the PARS OPEB Trust.**

Ayes: 5                      Nays: 0                      Abstain: 0

**14. APPROVAL TO ISSUE REQUEST FOR PROPOSAL FOR PREPARATION OF THE TOWN OF ATHERTON BICYCLE PEDESTRIAN MASTER PLAN**

**Report:** Public Works Director Mike Kashiwagi

**Recommendation:** Approve the issuance of a Request For Proposal (RFP) for the preparation of a Bicycle Pedestrian Master Plan for the Town of Atherton

Vice Mayor Lewis is excited that there is a budget item for this but she would like to get input on the project from stakeholders.

Public Works Director Mike Kashiwagi answered that the report was prepared by staff, not stakeholders but the process will involve stakeholders.

Vice Mayor Lewis asked who the RFP will go out to.

Public Works Director Mike Kashiwagi answered that it will go to Transportation Engineering firms and some Planning firms. He commented that usually it is posted on the website but they will send out an email to firms to let them know that the RFP has been posted.

Mayor Widmer is not sure that the RFP will get the results they are looking for. He thinks it is too broad in scope and will not yield the right results.

Public Works Director Mike Kashiwagi answered that by design they don't want to be specific. The RFP is written more broadly to see what the firms come up with. Then, when the proposals come in, they get more specific.

Mayor Widmer thinks there should first be a Request for Information (RFI) that would craft a plan for the RFP. He also suggested that the Facebook money should be used to complete this portion.

City Manager Rodericks commented that the Facebook funds can be leveraged for the project.

Mayor Widmer answered that the money from Facebook is earmarked for consulting on bike paths.

Public Works Director Mike Kashiwagi commented that he has emailed the representative from Facebook and will get an answer regarding the funds.

**OPEN PUBLIC COMMENT**

Greg Conlon suggested that the consultants who come in and take on the bike lane project have experience working with a town that has no curbs or sidewalks. He thinks this is an important detail in choosing a consultant.

Denise Kupperman, Atherton Avenue, commended the Council for looking at the bike and pedestrian safety

issue. She also clarified that the RFP is to glean qualified firms to work with the Town. It is an important first step in the process.

CLOSE PUBLIC COMMENT

**MOTION Dobbie, second Lewis to approve the release of a Request for Proposal for preparation for the Town of Atherton Bicycle Pedestrian Master Plan. The motion passed.**

Ayes: 5                      Nays: 0                      Abstain: 0

**16. COMPLETE STREETS RESOLUTION**

**Report:** Public Works Director Mike Kashiwagi

**Recommendation:** Adopt resolution expressing support of complete streets

Councilmember McKeithen feels that the Council is not being honest if we agree to consider some of the things in the resolution, i.e. sidewalks, shoulders, street furniture. These things go against the General Plan. Councilmember McKeithen heard that MTC doesn't really follow up and check on compliance but it seems if the Town agrees to it, the Town should implement it.

Mayor Widmer has many of the same concerns. He has concerns about words in the resolution like "requires." Mayor Widmer feels that if we approve a resolution to do something, it should be done. He is not in support of this.

Councilmember Dobbie asked what the negatives are if the Town does not pass the resolution.

Public Works Director Mike Kashiwagi answered that they would not be eligible for state or federal transportation funding now or in the future.

The item was continued to a later date so that staff can rewrite the resolution using less binding language.

**17. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON CREATING A NEW ARTICLE III OF CHAPTER 2.56 ESTABLISHING A PROCEDURE FOR APPEALS FROM DISCIPLINARY ACTION**

**Report:** City Attorney Bill Connors

**Recommendation:** Make a finding that the facts outlined in Section 1 exist and constitute an urgency exists relating to preservation of the public peace, health, or safety such that the ordinance needs to be adopted as an urgency matter, and Adopt the ordinance.

Councilmember McKeithen pointed out several instances where the wording was, in her opinion, questionable. City Attorney Connors answered that the content of the resolution was taken from Human Resources manuals and was carefully worded and the preferred way to proceed. The document cannot take every situation into account so it must be worded in a way to encompass most situations.

**MOTION Widmer, second Dobbie to approve an urgency ordinance of the City Council of the Town of Atherton creating a new Article III of Chapter 2.56 establishing a procedure for appeals from disciplinary action with the findings that the fax outlined in Section 1 exist and constitute an urgency relating to preservation to the public peace, health, or safety. The motion passed.**

Ayes: 5                      Nays: 0                      Abstain: 0

**23. COUNCIL REPORTS/COMMENTS** – Vice Mayor Lewis submitted a Council Report.

**24. FUTURE AGENDA ITEMS** - none

**25. PUBLIC COMMENTS**

Lou Paponis, MacBain Avenue, thanked City Clerk Theresa DellaSanta for implementing the changes to assist the hearing impaired in having better accessibility to Town Meetings.

**26. ADJOURN**

**MOTION Dobbie, second Lewis to adjourn the meeting of October 17, 2012. The motion passed.**

Ayes: 5                      Nays: 0                      Abstain: 0

**Respectfully submitted**

**Theresa DellaSanta  
City Clerk**

**TOWN OF ATHERTON**  
CLAIMS LIST **OCTOBER 2012**

	<u>Amount</u>
A/P Checks (#14304-14435)	\$ 591,584
Payroll Checks (#354-358)	1,969
Direct Deposit - Payroll	194,805
Electronic Transfer - A/P & Payroll	207,088
<b>OCTOBER 2012 Total</b>	<b>995,446</b>

I, George Rodericks, City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 354-358 (payroll), and 14304-14435 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$995,446 are true and correct based on the information provided to me and that there are sufficient funds for payment.

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George Rodericks  
City Manager

The above claims, check numbers 354-358 (payroll), and 14304-14435 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$995,446 are true and correct and are authorized for payment.

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Bill Widmer  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General Fund	\$ 960,140
<b>105</b>	Tennis Fund	512
<b>201</b>	Special Tax	3
<b>203</b>	Gas Tax	3,303
<b>213</b>	Library	3,235
<b>215</b>	Evan Creative Design	76
<b>401</b>	GF Projects	2,798
<b>616</b>	Employee Benefits	25,379
	<b>TOTAL</b>	<b>995,446</b>

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of October 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14304	10/2/2012	AFLAC	501-07-2012	General Fund	-	PR Batch 501 7 2012 Flex Participation Fee - EE	75.00
14304 Total							75.00
14305	10/2/2012	ANDRADE JAVIER	280	General Fund	-	Refund park deposit Inv#280, 11/24/12	1,000.00
14305 Total							1,000.00
14306	10/2/2012	AT&T CALNET 2	000003710295	General Fund	Police	6689 MP fire to PD voter 8/20/12 - 9/19/12	66.47
14306	10/2/2012	AT&T CALNET 2	000003710290	General Fund	Police	1053 Teleminder loop line PD 8/20/12 - 9/19/12	84.37
14306	10/2/2012	AT&T CALNET 2	000003710293	General Fund	Police	5840 83 Ashfield/Industrial PD 8/20/12 - 9/19/12	266.37
14306	10/2/2012	AT&T CALNET 2	000003710297	General Fund	Police	6691 Cal water/Bear gulch voter PD 8/20/12 - 9/19/12	76.79
14306	10/2/2012	AT&T CALNET 2	000003710296	General Fund	Police	6690 MP police to PD voter 8/20/12 - 9/19/12	66.47
14306	10/2/2012	AT&T CALNET 2	000003710294	General Fund	Police	7360 Circuit date line PD 8/20/12 - 9/19/12	360.52
14306	10/2/2012	AT&T CALNET 2	000003710292	General Fund	Police	8343 83 Ashfield/KCEA radio PD 8/20/12 - 9/19/12	57.07
14306	10/2/2012	AT&T CALNET 2	000003710291	General Fund	Police	1953 Circuit# PD to 590 Hamilton 8/20/12 - 9/19/12	97.26
14306	10/2/2012	AT&T CALNET 2	000003681376	General Fund	DPW-Park Program	2677 Park elevator 8/10/12 - 9/9/12	15.53
14306	10/2/2012	AT&T CALNET 2	000003658221	General Fund	DPW-Park Program	4859 HP Main house 8/1/12 - 8/31/12	65.83
14306 Total							1,156.68
14307	10/2/2012	BKF ENGINEERS	12080382	General Fund	Building	Provide updated drainage criteria/creek hydrology	18,608.00
14307	10/2/2012	BKF ENGINEERS	12090271	General Fund	Building	Provide updated drainage criteria/creek hydrology	28,433.02
14307	10/2/2012	BKF ENGINEERS	12080527	General Fund	DPW-Engineering	Consultation re. Cert. of Merit for Fletcher/Ridgeview Project	2,600.00
14307 Total							49,641.02
14308	10/2/2012	BONNEVIE NICOLE	Sept26-27, 2012	General Fund	Police	Mileage Communication Trng Officer N. Bonnevie 9/26/12 -9/27/12	39.60
14308	10/2/2012	BONNEVIE NICOLE	Sept26-27, 2012	General Fund	Police	Lunch Communication Trng Officer N. Bonnevie 9/26/12	12.05
14308	10/2/2012	BONNEVIE NICOLE	Sept26-27, 2012	General Fund	Police	Lunch Communication Trng Officer N. Bonnevie 9/27/12	8.70
14308 Total							60.35
14309	10/2/2012	CENGAGE LEARNING		General Fund	-	Refund park deposit Inv# 293, 9/27/12	250.00
14309 Total							250.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of October 2012							
<u>Check#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Fund</u>	<u>Dept</u>	<u>Description</u>	<u>Amount</u>
14310	10/2/2012	CITY OF MENLO PARK	Jan-Jun 2012	General Fund	DPW-Street Maint.	Shared traffic signal maint Valparaiso/University 1/1- 6/30/12	1,319.09
14310 Total							1,319.09
14311	10/2/2012	CLARK PEST CONTROL	13223276	Library Fund	Non-Dept	Pest control services Library Sept 2012	95.00
14311 Total							95.00
14312	10/2/2012	CONNERS WILLIAM B.	September 2012	General Fund	City Attorney	City Attorney Retainer September 2012	12,800.00
14312 Total							12,800.00
14313	10/2/2012	DE LARGE FINANCIAL SERVICES,INC	15173647	General Fund	Planning	Property tax/admin fee lease charp M453N Planning	19.21
14313	10/2/2012	DE LARGE FINANCIAL SERVICES,INC	15173647	General Fund	Building	Property tax/admin fee lease charp M453N Bldg	19.22
14313	10/2/2012	DE LARGE FINANCIAL SERVICES,INC	15173647	General Fund	DPW-Engineering	Property tax/admin fee lease charp M453N DPW	19.21
14313 Total							57.64
14314	10/2/2012	GRAINGER INC	9895514454	Tennis Fund	DPW-Park Program	(2) Rubber chair tips Tennis Court	35.23
14314 Total							35.23
14315	10/2/2012	MCE CORPORATION	1208087	General Fund	DPW-Street Maint.	Contract maintenance services Street August 2012	19,039.33
14315	10/2/2012	MCE CORPORATION	1208087	General Fund	DPW-Park Maint.	Contract maintenance services Park August 2012	17,178.22
14315	10/2/2012	MCE CORPORATION	1208087	General Fund	DPW-Park Program	Contract maintenance services Park Prog August 2012	1,195.12
14315	10/2/2012	MCE CORPORATION	1208087	General Fund	DPW-Building Maint.	Contract maintenance services Facilities August 2012	5,133.75
14315	10/2/2012	MCE CORPORATION	1208087	Tennis Fund	DPW-Park Program	Contract maintenance services Tennis court August 2012	106.69
14315	10/2/2012	MCE CORPORATION	1208087	Library Fund	Non-Dept	Contract maintenance services Library August 2012	421.18
14315 Total							43,074.29
14316	10/2/2012	MILLER JANELLE	Sept26-27, 2012	General Fund	Police	Mieage Communication Training Officer J. Miller 9/26/12 - 9/27/1	41.42
14316	10/2/2012	MILLER JANELLE	Sept26-27, 2012	General Fund	Police	Lunch Communication Training Officer J. Miller 9/26/12	12.05
14316	10/2/2012	MILLER JANELLE	Sept26-27, 2012	General Fund	Police	Lunch Communication Training Officer J. Miller 9/27/12	15.51
14316 Total							68.98
14317	10/2/2012	PG & E	74579693321/812	General Fund	Police	83 Ashfield PD 7/25/12 - 8/22/12	2,516.30
14317	10/2/2012	PG & E	74579693321/912	General Fund	Police	83 Ashfield PD 8/23/12 - 9/22/12	2,630.19
14317	10/2/2012	PG & E	92913025489/912	General Fund	DPW-Street Maint.	Corp office/Storage 8/22/12 - 9/20/12	123.04

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of October 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14317	10/2/2012	PG & E	95313129439/912	General Fund	DPW-Street Maint.	93 Dinkelspiel station Ln 8/22/12 - 9/20/12	197.60
14317	10/2/2012	PG & E	34579695882/912	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 8/23/12 - 9/21/12	74.05
14317	10/2/2012	PG & E	08963023620/912	General Fund	DPW-Park Maint.	160 Watkins (CM House) 8/24/12 - 9/22/12	48.17
14317	10/2/2012	PG & E	91663025566/912	Library Fund	Non-Dept	Atherton library 8/22/12 - 9/20/12	804.02
14317 Total							6,393.37
14318	10/2/2012	PORTAS AUTO BODY SHOP INC.	69270	General Fund	Police	Repair services for damage SUV 2009 Ford Expedition PD	1,737.04
14318 Total							1,737.04
14319	10/2/2012	REPUBLIC ITS INC	RI-1253188	Special Tax	-	10% Retention Hoover street crosswalk project	2.70
14319	10/2/2012	REPUBLIC ITS INC	RI-1253188	Gas Tax	-	10% Retention Hoover street crosswalk project	3,303.40
14319	10/2/2012	REPUBLIC ITS INC	RI-1253188	GF Projects	-	10% Retention Hoover street crosswalk project	2,797.80
14319 Total							6,103.90
14320	10/2/2012	SPRINT	130538811-058	General Fund	Police	Mobile data communication PD 8/26/12 - 9/25/12	431.51
14320 Total							431.51
14321	10/2/2012	TEAMSTERS LOCAL 856 H & W	501-09-2012	General Fund	-	PR Batch 501 9 2012 Dental Insurance	4,176.00
14321 Total							4,176.00
14322	10/2/2012	VISION SERVICE PLAN	501-09-2012	General Fund	-	PR Batch 501 9 2012 Vision Insurance	476.97
14322	10/2/2012	VISION SERVICE PLAN	October 2012	General Fund	Police	Correct miscodeing Vision cobra M. Rubalcava Sept 2012	(10.88)
14322	10/2/2012	VISION SERVICE PLAN	October 2012	General Fund	DPW-Engineering	Vision adj. EE plus family D. Huynh Sept 2012	12.51
14322	10/2/2012	VISION SERVICE PLAN	October 2012	General Fund	DPW-Engineering	Vision adj. EE plus family D. Huynh Oct 2012	12.51
14322	10/2/2012	VISION SERVICE PLAN	October 2012	General Fund	DPW-Street Maint.	Vision cobra M. Rubalcava Oct 2012	10.88
14322	10/2/2012	VISION SERVICE PLAN	October 2012	General Fund	DPW-Street Maint.	Correct miscodeing Vision cobra M. Rubalcava Sept 2012	10.88
14322 Total							512.87
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	Administration	91 Ashfield Admin 8/23/12 - 9/21/12	17.13
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	Planning	Station Lane Planning 8/23/12 - 9/21/12	12.95
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	Building	Station Lane Bldg 8/23/12 - 9/21/12	77.72

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of October 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	Police	91 Ashfield PD 8/23/12 - 9/21/12	29.17
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	DPW-Engineering	Station Lane DPW 8/23/12 - 9/21/12	38.86
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	DPW-Street Maint.	99 Dinkenspiel/Corp Office 8/23/12 - 9/21/12	75.35
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	DPW-Park Maint.	160 Watkins (CM House) 9/1/12 - 9/24/12	27.47
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	DPW-Park Program	150 Watkins HP Activity Bldg 8/24/12 - 9/24/12	71.54
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	General Fund	DPW-Park Program	150 Watkins Town of Atherton 8/24/12 - 9/24/12	34.18
14323	10/10/2012	ABAG POWER PURCHASING POOL	8005088	Library Fund	Non-Dept	2 Dinkenspiel/Station Ln Library 8/23/12 - 9/21/12	35.63
14323 Total							420.00
14324	10/10/2012	ACCOUNTEMPS	36411406	General Fund	Finance	Temp Phonpradith, Noy 9/17/12 - 9/20/12	1,178.08
14324	10/10/2012	ACCOUNTEMPS	36411406	General Fund	Finance	Temp Phonpradith, Noy 9/17/12 - 9/20/12	107.68
14324 Total							1,285.76
14325	10/10/2012	AFLAC	501-09-2012	General Fund	-	PR Batch 501 9 2012 AFLAC Accident Indemnity	135.72
14325	10/10/2012	AFLAC	501-09-2012	General Fund	-	PR Batch 501 9 2012 AFLAC Cancer Ins	117.61
14325	10/10/2012	AFLAC	501-09-2012	General Fund	-	PR Batch 501 9 2012 AFLAC Dental Ins PreTx	65.22
14325	10/10/2012	AFLAC	501-09-2012	General Fund	-	PR Batch 501 9 2012 AFLAC Hospital Indemnity	25.52
14325	10/10/2012	AFLAC	501-09-2012	General Fund	-	PR Batch 501 9 2012 AFLAC Intensive Care	16.26
14325	10/10/2012	AFLAC	501-09-2012	General Fund	-	PR Batch 501 9 2012 AFLAC Specified Health	27.90
14325	10/10/2012	AFLAC	501-09-2012	General Fund	-	PR Batch 501 9 2012 AFLAC-STD After Tax	62.81
14325	10/10/2012	AFLAC	502-09-2012	General Fund	-	PR Batch 502 9 2012 AFLAC Accident Indemnity	135.72
14325	10/10/2012	AFLAC	502-09-2012	General Fund	-	PR Batch 502 9 2012 AFLAC Cancer Ins	117.61
14325	10/10/2012	AFLAC	502-09-2012	General Fund	-	PR Batch 502 9 2012 AFLAC Dental Ins PreTx	65.22
14325	10/10/2012	AFLAC	502-09-2012	General Fund	-	PR Batch 502 9 2012 AFLAC Hospital Indemnity	25.52

Town of Atherton							
Checks by Date - Detail by Check Number							
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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14325	10/10/2012	AFLAC	502-09-2012	General Fund	-	PR Batch 502 9 2012 AFLAC Intensive Care	16.26
14325	10/10/2012	AFLAC	502-09-2012	General Fund	-	PR Batch 502 9 2012 AFLAC Specified Health	27.90
14325	10/10/2012	AFLAC	502-09-2012	General Fund	-	PR Batch 502 9 2012 AFLAC-STD After Tax	62.81
14325 Total							902.08
14326	10/10/2012	AT&T CALNET 2	000003726925	General Fund	Non-Dept	8099 Town Hall main line 8/27/12 - 9/26/12	344.12
14326	10/10/2012	AT&T CALNET 2	000003726924	General Fund	Non-Dept	0600 PBX switch board line 8/27/12 - 9/26/12	113.25
14326 Total							457.37
14327	10/10/2012	BFI WASTE SYSTEMS OF NORTH AMERICA, LLC	93012AT	General Fund	Non-Dept	4th Installment Contribution Solid Waste- Final year 2010	84,332.03
14327 Total							84,332.03
14328	10/10/2012	CENTRAL MAINTENANCE COMPANY	3152-1012	General Fund	DPW-Park Maint.	Monthly Janitorial Services Park October 2012	560.00
14328	10/10/2012	CENTRAL MAINTENANCE COMPANY	3152-1012	General Fund	DPW-Building Maint.	Monthly Janitorial Services Facilities October 2012	1,152.85
14328	10/10/2012	CENTRAL MAINTENANCE COMPANY	3152-1012	Library Fund	Non-Dept	Monthly Janitorial Services Library October 2012	342.00
14328 Total							2,054.85
14329	10/10/2012	CONTRACT SWEEPING SERVICES	INV120001494	General Fund	DPW-Street Maint.	Monthly sweeping services September 2012	992.70
14329 Total							992.70
14330	10/10/2012	CRITTENDEN HOWARD	ArtExhibit9/7	Evan Creative Design	Non-Dept	Sign for Art Exhibit & Reception 9/7/12	37.89
14330 Total							37.89
14331	10/10/2012	DE LARGE FINANCIAL SERVICES,INC	15294308	General Fund	Planning	Lease Sharp MXM453N copier Planning 9/15/12 - 10/14/12	50.50
14331	10/10/2012	DE LARGE FINANCIAL SERVICES,INC	15294308	General Fund	Building	Lease Sharp MXM453N copier Bldg 9/15/12 - 10/14/12	50.50
14331	10/10/2012	DE LARGE FINANCIAL SERVICES,INC	15294308	General Fund	DPW-Engineering	Lease Sharp MXM453N copier Public Works 9/15/12 - 10/14/12	50.50
14331 Total							151.50
14332	10/10/2012	FEDERAL EXPRESS CORP	2-025-55762	General Fund	DPW-Engineering	Fedex annual report to Interwest	29.04
14332 Total							29.04

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<u>Check#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Fund</u>	<u>Dept</u>	<u>Description</u>	<u>Amount</u>
14333	10/10/2012	FRIENDS OF THE ATHERTON COMMUNITY LIBRARY	SpinArtMachine	Evan Creative Design	Non-Dept	Library Carnival 8/10/12	38.10
14333 Total							38.10
14334	10/10/2012	HAAS CENTER FOR PUBLIC SERVICE	292	General Fund	-	Refund park deposit Inv# 292, 10/7/12	250.00
14334 Total							250.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	4960/9-24-12TD	General Fund	City Council	Foods for Council meeting	49.94
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	4960/9-24-12TD	General Fund	City Council	Foods for Council meeting	29.55
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	4960/9-24-12TD	General Fund	Administration	Airfare CalPERS conference T. DellaSanta 10/22/12 -10/24/12	197.60
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	4960/9-24-12TD	General Fund	Non-Dept	Receipt tape for post office	37.71
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Car wash PD August 2012	160.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(2) Switches for Comm Center PD	48.94
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Switches for back up alarm PD	52.01
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	2431/9-24-12JW	General Fund	Police	DeWalt mobile lock fee PD September 2012	19.95
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Communication Training Officer J. Miller PD 9/26/12 - 9/27/12	220.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Communication Training Officer N. Bonnieville PD 9/26/12 - 9/27/12	220.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Officer Involved Shooting training PD B. Mills 5/1/13- 5/2/13	226.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Public Record Act PD J. Miller 1/31/13- 2/1/13	250.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Internal Affairs Investigations R. Enberg 1/16/13	220.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Lodging SLI training A. kockler 9/9/12 - 9/12/12	283.65
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Airfare SLI training A. kockler 12/2/12 - 12/5/12	183.60
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Sharp MXM283N copier overage fee PD	3.37
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	PD sketch- school thefts	250.00

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14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Keyboard for Dispatch center PD	10.83
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(1) ca 8.5x11 Copier papers PD	50.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(1) ea Table of contents dividers PD	4.99
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(1) ea Permanent marker PD	3.29
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(1) ea Permanent marker PD	3.79
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Coupon PD	(62.00)
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(170) ea DARE binders PD	275.31
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(1) ea HP 128A Black toner Dispatch center PD	135.38
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(1) ea HP 11A Black toner Dispatch center PD	151.15
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Coupon Black toner PD	(30.00)
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(2) Recycle kraft evidence supplies PD	19.46
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(2) Clasp kraft evidence supplies PD	36.35
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(1) Spindle evidence supplies PD	24.89
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	(50) ea Spit hoods PD	167.67
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Wireless dual-band mobile amplifier kit PD	240.94
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5432/9-24-12JF	General Fund	Police	Resident alarm sign PD	27.88
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5408/9-24-12ST	General Fund	DPW-Engineering	Admin Asst. conference K. Robertson 11/9/12	195.00
14335	10/10/2012	IMPAC. GOVERNMENT SERVICES	5408/9-24-12ST	General Fund	DPW-Park Program	Internet fee Park September 2012	67.58
14335 Total							3,774.83
14336	10/10/2012	KAISER	286	General Fund	-	Refund park deposit Inv# 286, 10/4/12	250.00
14336 Total							250.00
14337	10/10/2012	KIELTY KEVIN R.	2440	General Fund	Planning	Contract Arborist Services 23% Planning September 2012	2,708.25

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14337	10/10/2012	KIELTY KEVIN R.	2440	General Fund	Building	Contract Arborist Service 77% Bldg September 2012	9,066.75
14337 Total							11,775.00
14338	10/10/2012	LSA ASSOCIATES, INC.	117898	Library Fund	Non-Dept	Environmental consulting service Library August 2012	840.20
14338 Total							840.20
14339	10/10/2012	MUNISERVICES LLC	SantaCruzPool	General Fund	-	Bus Lic. Santa Cruz Pools	250.00
14339 Total							250.00
14340	10/10/2012	PARDORLA SIMONE	CouncilDinner	General Fund	City Council	Foods for Council meeting 9/12/12	34.04
14340 Total							34.04
14341	10/10/2012	PG & E	56788311910/912	General Fund	Administration	91 Ashfield/Town Hall 8/29/12 - 9/21/12	449.76
14341	10/10/2012	PG & E	56788311910/912	General Fund	Planning	Station Lane Planning 8/29/12 - 9/27/12	16.26
14341	10/10/2012	PG & E	56788311910/912	General Fund	Building	Station Lane Bldg 8/29/12 - 9/27/12	97.53
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Engineering	Station Lane DPW 8/29/12 - 9/27/12	48.76
14341	10/10/2012	PG & E	86713555828/912	General Fund	DPW-Street Maint.	Signal Middlefield/Encinal 8/24/12 - 9/24/12	42.18
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Street Maint.	Signal Middlefield/Oak Grove 8/24/12 - 9/24/12	44.31
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Street Maint.	Signal E/S Middlefield 8/24/12 - 9/24/12	54.77
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Street Maint.	Signal Marsh/Middlefield 8/24/12 - 9/24/12	10.51
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Street Maint.	Street lights 8/30/12 - 9/28/12	4,063.35
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Park Maint.	Pump-150 Watkins 9/6/12 - 9/27/12	418.12
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Park Maint.	Pump-150 Watkins (close) 8/24/12 - 9/5/12	259.52
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Park Program	Activity Bldg -150 Watkins 8/29/12 - 9/27/12	222.11
14341	10/10/2012	PG & E	56788311910/912	General Fund	DPW-Park Program	Modular Bldg -150 Watkins 8/29/12 - 9/27/12	321.32
14341 Total							6,048.50
14342	10/10/2012	PLUTYNSKI MARK A.	006-Sept 2012	General Fund	City Council	Videotaping/post to web Council Meetings 9/19/12	350.00
14342 Total							350.00
14343	10/10/2012	REPUBLIC ITS INC	RR-136824	General Fund	DPW-Street Maint.	Traffic signal maint. Middlefield/Encinal August 2012	104.67
14343	10/10/2012	REPUBLIC ITS INC	RR-136824	General Fund	DPW-Street Maint.	Traffic signal maint. Middlefield/Marsh August 2012	104.67
14343	10/10/2012	REPUBLIC ITS INC	RR-136824	General Fund	DPW-Street Maint.	Traffic signal maint. Middlefield/Oak Grove August 2012	104.67

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14343	10/10/2012	REPUBLIC ITS INC	RR-136825	General Fund	DPW-Street Maint.	Traffic signal repair services @ 35 Wilburn Ave.	139.54
14343	10/10/2012	REPUBLIC ITS INC	RR-136825	General Fund	DPW-Street Maint.	Traffic signal repair services @ 93 Serrano/Stockbridge	183.39
14343	10/10/2012	REPUBLIC ITS INC	RR-136825	General Fund	DPW-Street Maint.	Traffic signal repair services @ 75 Wilburn	139.54
14343	10/10/2012	REPUBLIC ITS INC	RR-136825	General Fund	DPW-Street Maint.	Traffic signal repair services @ 35 Wilburn	209.31
14343	10/10/2012	REPUBLIC ITS INC	RR-136825	General Fund	DPW-Street Maint.	Traffic signal repair services @ 75 Wilburn	139.54
14343 Total							1,125.33
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	061310100/12-13	General Fund	DPW-Park Maint.	Lots 5 6 22 ACS Villa 150 Watkins Ave. FY 2012-13	2,371.88
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	060321010/12-13	General Fund	DPW-Building Maint.	Lots 24 25 26 Watlington Park RSM FY 2012-13	789.18
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	060321160/12-13	General Fund	DPW-Building Maint.	Lots 47 48 49 50 51 52 Watlington Park RSM FY 2012-13	752.00
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	060323180/12-13	General Fund	DPW-Building Maint.	Lots 27 Watlington Park RSM FY 2012-13	1,790.38
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	074140030/12-13	General Fund	DPW-Building Maint.	20 Assessors Map of Sharon FY 2012-13	3.34
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	074160100/12-13	General Fund	DPW-Building Maint.	17 Assessors Map of Sharon FY 2012-13	3.34
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	074160120/12-13	General Fund	DPW-Building Maint.	18 Assessors Map of Sharon FY 2012-13	3.34
14344	10/10/2012	SAN MATEO CNTY TAX COLLECTOR	074160140/12-13	General Fund	DPW-Building Maint.	17 Assessors Map of Sharon FY 2012-13	3.34
14344 Total							5,716.80
14345	10/10/2012	THE ALMANAC	September 2012	General Fund	City Council	Legal adversiting: Notice of Nominees 9/12/12	174.00
14345	10/10/2012	THE ALMANAC	September 2012	General Fund	City Council	Legal adversiting: Election Ballot Measure 9/19/12	232.00
14345 Total							406.00
14346	10/10/2012	THE OTHER WOMEN	296	General Fund	-	Refund park deposit Inv# 296, 10/6/12	900.00
14346 Total							900.00
14347	10/10/2012	VERIZON WIRELESS	1121889208	General Fund	Building	Wireless services Bldg 8/22/12 - 9/21/12	0.34
14347	10/10/2012	VERIZON WIRELESS	1121889208	General Fund	Police	Wireless services PD 8/22/12 - 9/21/12	97.03
14347	10/10/2012	VERIZON WIRELESS	1121889208	General Fund	DPW-Engineering	Wireless services DPW Eng. 8/22/12 - 9/21/12	9.33

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14347	10/10/2012	VERIZON WIRELESS	1121889208	General Fund	DPW-Street Maint.	Wireless services DPW Street Maint. 8/22/12 - 9/21/12	5.69
14347	10/10/2012	VERIZON WIRELESS	1121889208	General Fund	DPW-Park Maint.	Wireless services DPW Park Maint. 8/22/12 - 9/21/12	0.17
14347	10/10/2012	VERIZON WIRELESS	1121889208	General Fund	DPW-Park Program	Wireless services DPW Park Prog 8/22/12 - 9/21/12	0.34
14347 Total							112.90
14348	10/17/2012	ACCONTEMPS	36453417	General Fund	Finance	Temp Phonpradith, Noy 9/24/12 - 9/27/12	1,285.76
14348	10/17/2012	ACCONTEMPS	36465499	General Fund	Finance	Temp Phonpradith, Noy 10/1/12 - 10/4/12	1,285.76
14348 Total							2,571.52
14349	10/17/2012	AT&T CALNET 2	000003739176	General Fund	Non-Dept	4866 Fax credit card post office 9/1/12 - 9/30/12	0.31
14349	10/17/2012	AT&T CALNET 2	000003741976	General Fund	Non-Dept	4866 Fax credit card post office 9/1/12 - 9/30/12	15.57
14349	10/17/2012	AT&T CALNET 2	000003739173	General Fund	Police	5396 ESL service line PD 9/1/12 - 9/30/12	65.87
14349	10/17/2012	AT&T CALNET 2	000003726923	General Fund	Police	0280 Disaster line PD 8/27/12 - 9/26/12	214.35
14349	10/17/2012	AT&T CALNET 2	000003726922	General Fund	Police	0686 Alarm line -police shed 8/27/12 - 9/26/12	15.88
14349	10/17/2012	AT&T CALNET 2	000003739175	General Fund	DPW-Park Program	4859 HP Main house 9/1/12 - 9/30/12	65.56
14349 Total							377.54
14350	10/17/2012	CA DEPT JUSTICE ACCOUNTING OFF	932783	General Fund	Administration	Fingerprint apps G. Rodericks	32.00
14350	10/17/2012	CA DEPT JUSTICE ACCOUNTING OFF	932783	General Fund	Police	Fingerprint apps E. Flint PD	32.00
14350	10/17/2012	CA DEPT JUSTICE ACCOUNTING OFF	932783	General Fund	Police	Child abuse index check PD	15.00
14350	10/17/2012	CA DEPT JUSTICE ACCOUNTING OFF	932783	General Fund	Police	Peace Officer PD	19.00
14350 Total							98.00
14351	10/17/2012	CAL MOTO	6017743/1	General Fund	Police	Repair & maintenance services 2012 BMW/R1200RT PD	344.84
14351 Total							344.84
14352	10/17/2012	CAL WATER SERVICE	9293092658/912	General Fund	DPW-Street Maint.	99 Ashfield/Corp yard 9/6/12 - 10/3/12	53.65
14352	10/17/2012	CAL WATER SERVICE	0686127445/912	General Fund	DPW-Street Maint.	Station Lane/Amtrak 9/6/12 - 10/3/12	113.88
14352 Total							167.53
14353	10/17/2012	CREATIVE PRODUCT SOURCING, INC.	51462	General Fund	Police	(90) ea DARE small logo T-shirts PD	322.60

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14353	10/17/2012	CREATIVE PRODUCT SOURCING, INC.	51463	General Fund	Police	(85) ea DARE small/medium/large logo T-shirts PD	294.97
14353 Total							617.57
14354	10/17/2012	DISCOUNT PLUMBING & ROOTER CO	APW12-00138	General Fund	-	Refund road bond dep APW12-00138, 101 Stockbridge	2,500.00
14354 Total							2,500.00
14355	10/17/2012	DUNBAR ARMORED INC	312706	General Fund	Finance	Armored car monthly services fee Oct 2012	100.00
14355	10/17/2012	DUNBAR ARMORED INC	312706	General Fund	Finance	Armored car monthly fuel surcharge fee Oct 2012	16.25
14355	10/17/2012	DUNBAR ARMORED INC	312706	General Fund	Non-Dept	Armored car monthly maintenance fee Oct 2012	10.66
14355 Total							126.91
14356	10/17/2012	ELLISON'S TOWING	34224	General Fund	Police	Tow service 2011 Ford Crwn Victoria Unit#7 PD	50.00
14356 Total							50.00
14357	10/17/2012	HIP HOUSING, INC.	4	General Fund	Non-Dept	HIP Housing/Homesharing Program FY2012-13	2,275.00
14357 Total							2,275.00
14358	10/17/2012	JARVIS, FAY, DOPORTO & GIBSON, LLP	4967	General Fund	City Attorney	Legal services regarding mediation Fletcher/Ridgeview project	684.58
14358 Total							684.58
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Transportation SLI# 5 training A. Kockler 10/8/12 - 10/10/12	52.00
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Lunch SLI# 5 training A. Kockler 10/7/12	10.60
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Dinner SLI# 5 training A. Kockler 10/7/12	12.68
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Breakfast SLI# 5 training A. Kockler 10/8/12	11.56
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Lunch SLI# 5 training A. Kockler 10/8/12	15.23
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Dinner SLI# 5 training A. Kockler 10/8/12	20.85
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Breakfast SLI# 5 training A. Kockler 10/9/12	11.56
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Lunch SLI# 5 training A. Kockler 10/9/12	13.65
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Dinner SLI# 5 training A. Kockler 10/9/12	18.69
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Breakfast SLI# 5 training A. Kockler 10/10/12	11.56

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14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Lunch SLI# 5 training A. Kockler 10/10/12	13.80
14359	10/17/2012	KOCKLER ANTHONY	Oct 8-10, 2012	General Fund	Police	Dinner SLI# 5 training A. Kockler 10/10/12	12.69
14359 Total							204.87
14360	10/17/2012	KOFF & ASSOCIATES, INC.	1534	General Fund	Administration	Prof HR services to review policy & procedure	379.68
14360 Total							379.68
14361	10/17/2012	MCDONALD JACK	BP10-00547	General Fund	-	Refund Temp Occ dep BP10-00547, 2 Wisteria Way	5,000.00
14361 Total							5,000.00
14362	10/17/2012	MCE CORPORATION	1209059	General Fund	DPW-Street Maint.	Contract maintenance services DPW Street Sept 2012	14,763.55
14362	10/17/2012	MCE CORPORATION	1209059	General Fund	DPW-Park Maint.	Contract maintenance services DPW Park Sept 2012	11,204.00
14362	10/17/2012	MCE CORPORATION	1209059	General Fund	DPW-Park Program	Contract maintenance services DPW Park Program Sept 2012	4,111.62
14362	10/17/2012	MCE CORPORATION	1209059	General Fund	DPW-Building Maint.	Contract maintenance services Facilities Sept 2012	2,349.91
14362	10/17/2012	MCE CORPORATION	1209059	Tennis Fund	DPW-Park Program	Contract maintenance services Tennis Court Sept 2012	370.29
14362	10/17/2012	MCE CORPORATION	1209059	Library Fund	Non-Dept	Contract maintenance services Library Sept 2012	696.88
14362 Total							33,496.25
14363	10/17/2012	MUNISERVICES LLC	RAConstruction	General Fund	-	Bus Lic. RA Construction	250.00
14363	10/17/2012	MUNISERVICES LLC	C&CValleyConst	General Fund	-	Bus Lic. C&C Valley Construction	250.00
14363	10/17/2012	MUNISERVICES LLC	PavingConst	General Fund	-	Bus Lic. Paving Construction Services, Inc.	100.00
14363 Total							600.00
14364	10/17/2012	MURRAY KATHLEEN	Sept25-27, 2012	General Fund	Police	Mileage Public Safety Dispatcher trng K. Murray 9/25/12 - 9/27/1	30.97
14364	10/17/2012	MURRAY KATHLEEN	Sept25-27, 2012	General Fund	Police	Lunch Public Safety Dispatcher trng K. Murray 9/25/12	16.00
14364	10/17/2012	MURRAY KATHLEEN	Sept25-27, 2012	General Fund	Police	Lunch Public Safety Dispatcher trng K. Murray 9/27/12	5.40
14364 Total							52.37
14365	10/17/2012	NEC CORPORATION OF AMERICA	TM0000033996	General Fund	Building	Replaced and repaired phone ext.523 Bldg	223.00
14365 Total							223.00
14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(1) ca Copier paper PD	42.60
14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(2) ea HP 920 black ink PD	40.29
14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(2) pk Small binder PD	2.30

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14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(2) pk Medium binder PD	5.91
14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(1) pk Black permanent marker PD	7.73
14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(1) pk Assorted permanent marker PD	10.16
14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(10) pk Memo books PD	13.53
14366	10/17/2012	OFFICE DEPOT	627495464001	General Fund	Police	(1) dz Blue pens PD	13.95
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(8) ea Call log DPW Eng.	57.24
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(1) bx #2 Pencils DPW Eng.	9.15
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(3) st Index divider DPW Eng.	12.11
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(1) ea HP 950 black ink DPW Eng.	36.03
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(1) pk HP 951 ink DPW Eng.	55.52
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(1) ea Pencil sharpener DPW Eng.	10.66
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(1) pk Blue pen DPW Eng.	8.26
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(1) pk Pen DPW Eng.	8.26
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(3) ea Binder DPW Eng.	26.34
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(3) ea Binder DPW Eng.	26.34
14366	10/17/2012	OFFICE DEPOT	625764368001	General Fund	DPW-Engineering	(2) dz Medium pen DPW Eng.	1.67
14366 Total							388.05
14367	10/17/2012	OJO TECHNOLOGY	Silver2012-13	General Fund	Police	Town's Surveillance Video Maint Support 10/15/12 - 10/14/13	3,118.68
14367 Total							3,118.68
14368	10/17/2012	PACIFIC PENINSULA GROUP	BP12-00303	General Fund	-	Refund recycling dep BP12-00303, 45 Prado Secoya St.	11,202.00
14368	10/17/2012	PACIFIC PENINSULA GROUP	BP11-00065	General Fund	-	Refund 2nd utility dep BP11-00065, 96 Selby Ln	5,000.00
14368	10/17/2012	PACIFIC PENINSULA GROUP	BP10-00723	General Fund	-	Refund 2nd utility dep BP10-00723, 92 Faxon Rd	5,000.00
14368 Total							21,202.00
14369	10/17/2012	PACIFIC TELEMANAGEMENT SERVICES	445084	General Fund	Non-Dept	Payphone equip monthly fee HP Park Oct 2012	78.00
14369 Total							78.00
14370	10/17/2012	PRIMA PRINTING	80225	General Fund	Police	(170) DARE books PD	458.22
14370 Total							458.22
14371	10/17/2012	PRO FORCE	150049	General Fund	Police	Ammunition GSB40SWB PD	2,937.33
14371	10/17/2012	PRO FORCE	150049	General Fund	Police	Sale tax Ammunition GSB40SWB PD	242.33
14371 Total							3,179.66
14372	10/17/2012	PURCHASE POWER	2012277	General Fund	Non-Dept	Postage meter refill 9/5/12	1,000.00
14372	10/17/2012	PURCHASE POWER	2012277	General Fund	Non-Dept	Postage meter refill tran fee 9/5/12	19.99
14372	10/17/2012	PURCHASE POWER	2012277	General Fund	Non-Dept	Postage meter refill 9/21/12	1,000.00
14372	10/17/2012	PURCHASE POWER	2012277	General Fund	Non-Dept	Postage meter refill tran fee9/21/12	19.99
14372 Total							2,039.98

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14373	10/17/2012	RECALL SECURE DESTRUCTION SERV	2303016712	General Fund	Police	Shred document services 8/24/12	41.45
14373	10/17/2012	RECALL SECURE DESTRUCTION SERV	2303016712	General Fund	Police	Shred document services 9/7/12	41.45
14373 Total							82.90
14374	10/17/2012	RENNE SLOAN HOLTZMAN SAKAI LLP	21546	General Fund	Administration	2012 Unrepresented employees draft resolution	758.50
14374 Total							758.50
14375	10/17/2012	SAN MATEO CNTY AIRPORT FUND	FY2012-2013	General Fund	City Council	Contribution to Airport Community Roundtable FY 2012/13	750.00
14375 Total							750.00
14376	10/17/2012	SAN MATEO CNTY CONTROLLERS OFFICE	September 2012	General Fund	-	Allocation of parking penalties September 2012	259.50
14376 Total							259.50
14377	10/17/2012	SAN MATEO CNTY FORENSIC LAB	CL03415	General Fund	Police	(1) hr RCFL cost allocation PD	45.43
14377 Total							45.43
14378	10/17/2012	SAN MATEO CNTY SHERIFF'S OFFIC	9312	General Fund	Administration	Live scan services G. Rodericks Adm	18.00
14378	10/17/2012	SAN MATEO CNTY SHERIFF'S OFFIC	9312	General Fund	Police	Live scan services E. Flint PD	18.00
14378 Total							36.00
14379	10/17/2012	SAN MATEO REGIONAL NETWORK INC	20360	General Fund	Police	Network monthly access fee T-1 service Oct 2012	385.00
14379 Total							385.00
14380	10/17/2012	TELECOMMUNICATIONS ENGINEERING	42095	General Fund	Police	Facilities Mgmt & maint for public safety communications center	934.00
14380	10/17/2012	TELECOMMUNICATIONS ENGINEERING	42095	General Fund	Police	Facilities Mgmt & maint for public safety communications center	292.00
14380 Total							1,226.00
14381	10/17/2012	TURBO DATA SYSTEMS INC	19430	General Fund	Police	Citation processing PD September 2012	62.96
14381 Total							62.96
14382	10/17/2012	US BANCORP EQUIPMENT FINANCE INC.	212878672	General Fund	Police	Lease Sharp MXM283N copier PD 9/25/12 - 10/25/12	237.18
14382 Total							237.18
14383	10/17/2012	VOYAGER FLEET SYSTEMS INC.	869016477209	General Fund	Police	Motorcycle fuel PD Aug-Sept 2012	43.30
14383 Total							43.30
14384	10/17/2012	WEBB BUILDER	BP12-00436	General Fund	-	Refund permit fee dep BP12-00436, 150 Valparaiso	3,058.20

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14384 Total							3,058.20
14385	10/17/2012	WILLIAMS SCOTSMAN, INC	96618213	General Fund	Police	Trailer rental PD 9/29/12 - 10/28/12	680.24
14385 Total							680.24
14386	10/17/2012	WITMER-TYSON IMPORTS INC	T9443	General Fund	Police	Monthly K-9 maintenance training Sept 2012	500.00
14386	10/17/2012	WITMER-TYSON IMPORTS INC	T9443	General Fund	Police	(3) Dog foods Sept 2012	178.61
14386	10/17/2012	WITMER-TYSON IMPORTS INC	T9443	General Fund	Police	(1) Rolled jute w/handle Sept 2012	17.32
14386 Total							695.93
14387	10/24/2012	ACCONTEMPS	36535280	General Fund	Finance	Temp Phonpradith, Noy 10/9/12 - 10/11/12	964.32
14387 Total							964.32
14388	10/24/2012	CA MUNICIPAL TREASURERS ASSN	4072782	General Fund	Finance	CMTA membership due FY12-13 R. Barron III	155.00
14388 Total							155.00
14389	10/24/2012	CHAVEZ MARIE	304	General Fund	-	Refund park deposit Inv#304, 10/16/12	250.00
14389 Total							250.00
14390	10/24/2012	COUNTY OF SANTA CLARA EMPL RELATI	FY2012-13	General Fund	Administration	BAERS annual membership fee FY 2012-13	3,262.00
14390 Total							3,262.00
14391	10/24/2012	CSG CONSULTANTS INC	023022	General Fund	Building	Code enforcement services 9/1/12 - 9/28/12	5,768.00
14391 Total							5,768.00
14392	10/24/2012	CUTWATER INVESTOR SERVICES CORP.	16725A	General Fund	Finance	Investment advisory services August 2012	1,000.00
14392	10/24/2012	CUTWATER INVESTOR SERVICES CORP.	16836A	General Fund	Finance	Investment advisory services September 2012	1,000.00
14392 Total							2,000.00
14393	10/24/2012	GOVERNMENT FINANCE OFFICERS ASSOCIATION	0135001/FY13	General Fund	Finance	GFOA membership due R. Barron III 10/1/12 - 9/30/13	170.00
14393	10/24/2012	GOVERNMENT FINANCE OFFICERS ASSOCIATION	0160613S	General Fund	Finance	SGR- GAAFR Review Newsletter 10/1/12 - 9/30/13	50.00
14393 Total							220.00
14394	10/24/2012	INTERWEST CONSULTING GROUP, INC	13305	General Fund	Building	(30) hrs Inspection services for permits issued prior 8/22/12	2,400.00

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14394	10/24/2012	INTERWEST CONSULTING GROUP, INC	13305	General Fund	Building	58% Total revenue Bldg September 2012	60,620.25
14394	10/24/2012	INTERWEST CONSULTING GROUP, INC	13304	General Fund	DPW-Engineering	Interim Public Works Director September 2012	14,500.00
14394 Total							77,520.25
14395	10/24/2012	J.P. COOKE CO	192892	General Fund	Planning	(1) N22 Custom xstamper Town of Atherton	99.69
14395	10/24/2012	J.P. COOKE CO	192892	General Fund	Planning	(1) N12 Custom xstamper Planing	43.91
14395 Total							143.60
14396	10/24/2012	MAZE & ASSOCIATES	3962	General Fund	Finance	Audit services for the year ended 6/30/12	14,175.00
14396 Total							14,175.00
14397	10/24/2012	MUNISERVICES LLC	DemiPlumbing	General Fund	-	Bus Lic. Demi Plumbing	100.00
14397 Total							100.00
14398	10/24/2012	NEAL MARTIN & ASSOCIATES	1247	General Fund	-	Deposit Little league August 2012	102.50
14398	10/24/2012	NEAL MARTIN & ASSOCIATES	1247	General Fund	-	Deposit 70 Camino Por Los August 2012	827.75
14398	10/24/2012	NEAL MARTIN & ASSOCIATES	1247	General Fund	-	Deposit Menlo school August 2012	139.50
14398	10/24/2012	NEAL MARTIN & ASSOCIATES	1248	General Fund	Planning	Housing planning services August 2012	150.50
14398	10/24/2012	NEAL MARTIN & ASSOCIATES	1247	General Fund	Planning	Contract planning services August 2012	18,289.65
14398 Total							19,509.90
14399	10/24/2012	PITNEY BOWES INC	613011	General Fund	Non-Dept	DM series postage meter rental 11/16/12 - 2/15/12	259.80
14399 Total							259.80
14400	10/24/2012	SACRED HEART SCHOOLS	BP11-00387	General Fund	-	Refund recycling dep BP11-00387, 150 Valparaiso Ave.	3,195.00
14400	10/24/2012	SACRED HEART SCHOOLS	BP11-00388	General Fund	-	Refund recycling dep BP11-00388, 150 Valparaiso Ave.	19,100.00
14400	10/24/2012	SACRED HEART SCHOOLS	BP12-00471	General Fund	-	Refund recycling dep BP12-00471, 150 Valparaiso Ave.	31,150.00
14400 Total							53,445.00
14401	10/24/2012	SWARINGEN COLLETTE	175	General Fund	Police	POST Background investigation police officer applicant	1,315.00
14401 Total							1,315.00
14402	10/24/2012	WELSH JOSEPH	CUP12-00003	General Fund	-	Refund deposit CUP12-00003, 23 Hawthorne Dr	2,000.00

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14402 Total							2,000.00
14403	10/29/2012	USPS	Oct 29, 2012	General Fund	Administration	Bulk mailing - Response to APOA letter	373.31
14403 Total							373.31
14404	10/31/2012	1ST FIVE MINUTES LLC	102313APD	General Fund	Police	CPR/First Aid includes basic life support & first aid	650.00
14404	10/31/2012	1ST FIVE MINUTES LLC	102312APD	General Fund	Police	First Aid Kit PD	92.01
14404 Total							742.01
14405	10/31/2012	ACCOUNTTEMPS	36560527	General Fund	Finance	Temp Phonpradith, Noy 10/15/12 - 10/18/12	1,285.76
14405 Total							1,285.76
14406	10/31/2012	AT&T CALNET 2	000003763798	General Fund	Police	1804 Dispatch fax PD 9/10/12 - 10/9/12	15.36
14406	10/31/2012	AT&T CALNET 2	000003762272	General Fund	Police	6500 Main line PD 9/10/12 - 10/9/12	446.60
14406	10/31/2012	AT&T CALNET 2	000003762266	General Fund	Police	6131 Emergency line PD 9/10/12 - 10/9/12	104.73
14406	10/31/2012	AT&T CALNET 2	000003761633	General Fund	Police	9297 Dinkelspiel alarm line PD 9/10/12 - 10/9/12	15.89
14406	10/31/2012	AT&T CALNET 2	000003762267	General Fund	Police	6452 Voice print-911 PD 9/10/12 - 10/9/12	15.88
14406	10/31/2012	AT&T CALNET 2	000003762269	General Fund	Police	2801 Trailer PD 9/10/12 - 10/9/12	155.52
14406	10/31/2012	AT&T CALNET 2	000003762271	General Fund	Police	9743 Direct connect fax line PD 9/10/12 - 10/9/12	16.49
14406	10/31/2012	AT&T CALNET 2	000003762268	General Fund	Police	7653 Fax request service PD 9/10/12 - 10/9/12	14.63
14406	10/31/2012	AT&T CALNET 2	000003762270	General Fund	Police	3220 Fax Admin PD 9/10/12 - 10/9/12	16.01
14406	10/31/2012	AT&T CALNET 2	000003791763	General Fund	Police	6691 Cal water/Bear gulch voter PD 9/20/12 - 10/19/12	76.79
14406 Total							877.90
14407	10/31/2012	BURKE, WILLIAMS&SOR ENSEN LLP	160430	General Fund	City Attorney	Prof services review & draft audit letter regarding RIF refund	137.50
14407 Total							137.50
14408	10/31/2012	CITY OF REDWOOD CITY	BR27942	General Fund	Police	Vehicle repair/maint services PD 8/15/12 - 9/15/12	1,098.47
14408 Total							1,098.47
14409	10/31/2012	CITY OF REDWOOD CITY	BR27980	General Fund	Police	Fuel charge PD 8/15/12 - 9/15/12	3,591.47
14409	10/31/2012	CITY OF REDWOOD CITY	BR27980	General Fund	DPW-Engineering	Fuel charge DPW Eng 8/15/12 - 9/15/12	61.91
14409 Total							3,653.38
14410	10/31/2012	CONNERS WILLIAM B.	October 2012	General Fund	City Attorney	City Attorney Retainer October 2012	12,800.00
14410 Total							12,800.00

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14411	10/31/2012	DELLASANTA THERESA	Oct 22-24, 2012	General Fund	Administration	Baggage fee CalPERS Educational DellaSanta 10/22- 10/24/12	50.00
14411	10/31/2012	DELLASANTA THERESA	Oct 22-24, 2012	General Fund	Administration	Lodging CalPERS Educational DellaSanta 10/22- 10/24/12	612.30
14411	10/31/2012	DELLASANTA THERESA	Oct 22-24, 2012	General Fund	Administration	Cab fare CalPERS Educational DellaSanta 10/22- 10/24/12	56.00
14411 Total							718.30
14412	10/31/2012	DIMITRELIS DIMITRIOS	BP10-00942	General Fund	-	Refund recycling dep BP10-00942, 76 Rittenhouse Ave	1,000.00
14412 Total							1,000.00
14413	10/31/2012	FOROOD NATALIE	BP10-00955/Rec	General Fund	-	Refund recycling dep BP10-00955, 56 Edge Rd	1,000.00
14413	10/31/2012	FOROOD NATALIE	BP10-00955/Ut	General Fund	-	Refund 2nd utility dep BP10-00955, 56 Edge Rd	5,000.00
14413	10/31/2012	FOROOD NATALIE	BP10-00955/Occ	General Fund	-	Refund Temp Occ dep BP10-00955, 56 Edge Rd	5,000.00
14413 Total							11,000.00
14414	10/31/2012	FRANKS GERALD	138	General Fund	-	Refund park dep Inv#138, 10/23/12	250.00
14414 Total							250.00
14415	10/31/2012	ICMA	242771	General Fund	Administration	ICMA membership due G. Roddericks 1/1/13 - 12/31/13	1,280.00
14415 Total							1,280.00
14416	10/31/2012	J & N PRINTING	10506	General Fund	Administration	(500) Business cards T. DellaSanta	48.71
14416	10/31/2012	J & N PRINTING	10506	General Fund	Administration	(500) Business cards G. Rodericks	48.71
14416	10/31/2012	J & N PRINTING	10506	General Fund	Finance	(500) Business cards R. Barron	48.71
14416	10/31/2012	J & N PRINTING	10506	General Fund	Building	(250) Business cards C. Costa	28.15
14416 Total							174.28
14417	10/31/2012	KAL CONSTRUCTION	BP11-00383	General Fund	-	Refund 2nd utility dep BP11-00383, 88 Lloyd Dr	5,000.00
14417 Total							5,000.00
14418	10/31/2012	KELLY CONSTRUCTION	BP12-00275	General Fund	-	Refund recycling dep BP12-00275, 329 Fletcher Dr.	1,659.00
14418 Total							1,659.00
14419	10/31/2012	LIEBERT CASSIDY WHITMORE	156221	General Fund	Administration	Professional services regarding personnel issue Sept 2012	180.00
14419 Total							180.00
14420	10/31/2012	MANAGEMENT PARTNERS INC	INV00090	General Fund	Administration	Interim City Clerk services 9/16/12 - 10/15/12	325.85
14420 Total							325.85
14421	10/31/2012	MCCONNELL MARY	420	General Fund	Police	Polygraph test PD	225.00
14421 Total							225.00

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14422	10/31/2012	MENLO SCHOOL	BP11-00096	General Fund	-	Refund recycling dep BP11-00096, 50 Valparaiso Ave	9,450.00
14422 Total							9,450.00
14423	10/31/2012	MILLS-PENINSULA HEALTH SERVICE	41207	General Fund	Non-Dept	Employee Assistance services 10/1/12 - 12/31/12	310.50
14423 Total							310.50
14424	10/31/2012	MUNISERVICES LLC	SegreroTreeSer	General Fund	-	Bus Lic. Segrero Tree Service	100.00
14424	10/31/2012	MUNISERVICES LLC	RomansPlum	General Fund	-	Bus Lic. Romans Plumbing	100.00
14424	10/31/2012	MUNISERVICES LLC	B.JowersPTG	General Fund	-	Bus Lic. B. Jowers PTG	150.00
14424 Total							350.00
14425	10/31/2012	OFFICE DEPOT	629642129001	General Fund	Administration	(2) ea Eraser Planning	2.20
14425	10/31/2012	OFFICE DEPOT	629642129001	General Fund	Administration	(1) pk AA Battery Admin	14.14
14425	10/31/2012	OFFICE DEPOT	629642129001	General Fund	Administration	(2) ca Copier papers Admin	85.20
14425	10/31/2012	OFFICE DEPOT	630168679001	General Fund	Administration	(1) ea Toner for fax machine Admin	54.88
14425	10/31/2012	OFFICE DEPOT	630169072001	General Fund	Finance	(1) dz Storage box Fin	18.59
14425	10/31/2012	OFFICE DEPOT	629642129001	General Fund	Planning	(1) ea Holder Planning	7.11
14425	10/31/2012	OFFICE DEPOT	629642129001	General Fund	Building	(2) ca Copier papers Bldg	85.19
14425 Total							267.31
14426	10/31/2012	PACIFIC PENINSULA GROUP	BP11-00065	General Fund	-	Refund recycling dep BP11-00065, 96 Selby Ln	1,000.00
14426 Total							1,000.00
14427	10/31/2012	PLUTYNSKI MARK A.	007-Oct 2012	General Fund	City Council	Videotaping Financial/Council Meetings 10/9/12, 10/19/12	700.00
14427 Total							700.00
14428	10/31/2012	SACRAMENTO CONTROL SYSTEMS, INC.	P 39962	General Fund	Police	Bosch D6100i 120vac Receiver for Alarm PD	1,991.51
14428	10/31/2012	SACRAMENTO CONTROL SYSTEMS, INC.	P 39962	General Fund	Police	Sales tax - 7.75%	154.34
14428	10/31/2012	SACRAMENTO CONTROL SYSTEMS, INC.	P 39962	General Fund	Police	Freight	53.65
14428 Total							2,199.50
14429	10/31/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11209	General Fund	Police	Microwave micro channel September 2012	152.00
14429	10/31/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11209	General Fund	Police	MessageSwitch lines September 2012	1,154.08
14429 Total							1,306.08
14430	10/31/2012	SAN MATEO CNTY SHERIFF'S OFFIC	Dec 11-12, 2012	General Fund	Police	Driver training update H. Tam 12/11/12 - 12/12/12	450.00
14430 Total							450.00

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14431	10/31/2012	SHAH REEMA & KAMAL	BP10-00216	General Fund	-	Refund grading dep BP10-00216, 349 Selby Ln	1,000.00
14431	10/31/2012	SHAH REEMA & KAMAL	BP10-00214/Occ	General Fund	-	Refund Temp Occ dep BP10-00214, 349 Selby Ln	5,000.00
14431	10/31/2012	SHAH REEMA & KAMAL	BP10-00214/Uti	General Fund	-	Refund 2nd utility dep BP10-00214, 349 Selby Ln	5,000.00
14431 Total							11,000.00
14432	10/31/2012	THE VIA FOUNDATION	227	General Fund	Police	Pads for defibs all patrol cars & Town facilities	281.06
14432 Total							281.06
14433	10/31/2012	VOYAGER FLEET SYSTEMS INC.	869016477210	General Fund	Police	Motorcycle fuel PD Oct 2012	66.68
14433 Total							66.68
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/2/12	3.55
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/4/12	3.55
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/5/12	3.55
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/9/12	8.95
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/10/12	3.55
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/11/12	3.55
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/16/12	4.15
14434	10/31/2012	WHEATON JILL	Oct 1-19, 2012	General Fund	Police	Lunch Basic Dispatch Academy training J. Wheaton 10/19/12	9.70
14434 Total							40.55
14435	10/31/2012	WS PACKAGING GROUP, INC.	1654611	General Fund	Police	(3000) ea DARE BEAR kid books	215.95
14435 Total							215.95
Grand Total							591,584.54



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: ROBERT BARRON III, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF NOVEMBER 28, 2012**

**SUBJECT: ACCEPTANCE OF TREASURER'S REPORT FOR THE FIRST  
QUARTER ENDED SEPTEMBER 30, 2012**

### **RECOMMENDATION**

Accept the Treasurer's Report for the First Quarter Ended September 30, 2012.

### **DISCUSSION**

The Town's Statement of Investment Policy requires the City Manager or designee to submit quarterly and annual Treasurer's Report to the City Council. On October 17, 2012 the Town Council reviewed and adopted the Investment Policy. The Treasurer's Report provides an update on the cash and investment position of the Town of Atherton.

Cutwater Asset Management (formerly MBIA) provides non-discretionary investment advisory services to the Town for investments. Cutwater is continuing to take a conservative approach to meet the Town's investment goals in the order of safety, liquidity, and yield. The City Manager and Finance Director are working in conjunction with Cutwater to ensure they follow our investment policy and needs.

To facilitate the trading and safekeeping of securities, Wells Fargo Bank serves as the safekeeping agent for the Town.

As part of the Treasurer's Report, a detail cash and investment balance by Fund is also attached. It is important to note that even though \$9,384,026 is listed as a "non-restricted" fund, this amount is not all available for spending because inclusive in this amount are restricted funds such as the tennis fund, equipment replacement fund, employee benefits fund, and others.

The Treasurer's Report will be provided to the Finance Committee at their December Meeting as an information item.

**FISCAL IMPACT**

None

Prepared by:

Approved by:

\_\_\_\_\_  
Robert Barron III, Finance Director

\_\_\_\_\_  
George Rodericks, City Manager

Attachment: Treasurer's Report for Fourth Quarter Ended September 30, 2012

**Town of Atherton  
 Quarterly Treasurer's Report  
 Portfolio Summary  
 September 30, 2012**

	Par Value	Market Value	Book Value	% of Portfolio
Cash In Bank (Schedule A)	431,058	431,058	431,058	2.2%
Investments (Schedule B)	19,357,331	19,431,999	19,424,745	97.8%
<b>Total Cash and Investments</b>	<b>19,788,389</b>	<b>19,863,057</b>	<b>19,855,803</b>	<b>100%</b>

The above investments are consistent with the Town's Statement of Investment Policy and are allowable under current legislation of the State of California. Investments are selected using safety, liquidity, and yield as the criteria. The Town has sufficient cash flow to cover anticipated expenditures through the next six months.

  
 Robert Barron, Finance Director

10-29-12  
 Date

**Town of Atherton**  
**Quarterly Treasurer's Report**  
**Portfolio Details - Cash In Bank**  
**June 30, 2012**

Schedule A

Name of Depository	Investment Type	Reconciled Bank Balance
Wells Fargo	General Account	344,219
Wells Fargo	Wells Fargo Trust MMF-Cash	86,839
<b>Total</b>		<b>431,058</b>

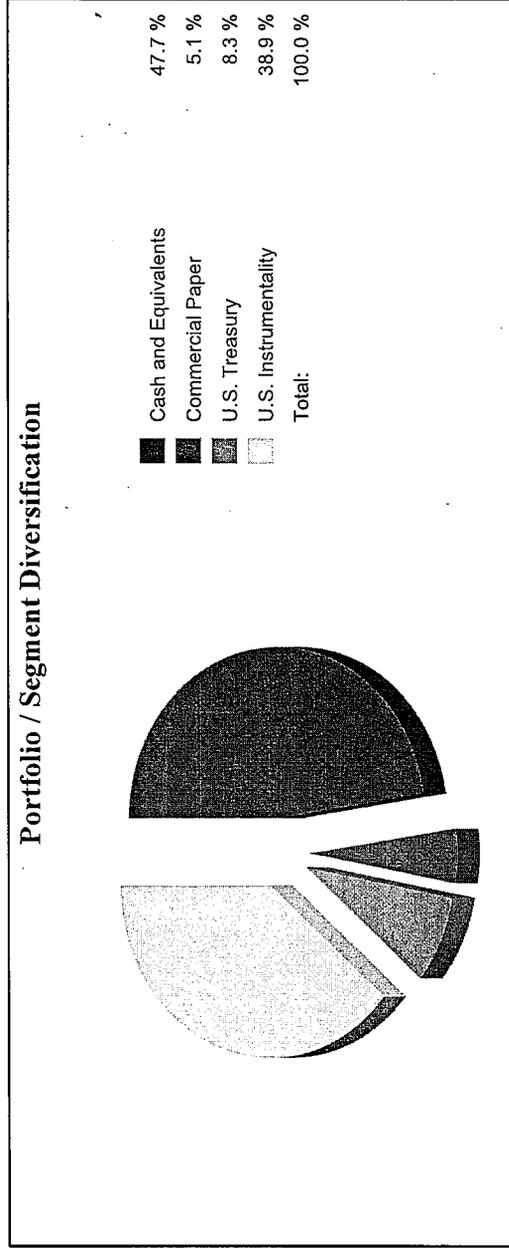
**Town of Atherton  
Recap of Securities Held  
September 30, 2012**

**Schedule B**

	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Final Maturity (Days)	Weighted Average Effective Maturity (Days)	% Portfolio/Segment	Weighted Average Yield *	Weighted Average Market Duration (Years)
Cash and Equivalents	9,257,330.63	9,257,330.63	9,257,330.63	0.00	1	1	47.66	0.38	0.00
Commercial Paper	997,468.34	999,655.84	999,842.50	186.66	26	26	5.14	0.53	0.00
U.S. Treasury	1,610,648.45	1,608,662.27	1,621,632.40	12,970.13	575	575	8.29	0.69	1.55
U.S. Instrumentality	7,559,297.40	7,542,330.12	7,553,193.00	10,862.88	1,238	461	38.92	0.65	1.24
<b>Total</b>	<b>19,424,744.82</b>	<b>19,407,978.86</b>	<b>19,431,998.53</b>	<b>24,019.67</b>	<b>531</b>	<b>229</b>	<b>100.00</b>	<b>0.52</b>	<b>0.61</b>

\* Weighted Average Yield is calculated on a "yield to worst" basis.

**Portfolio / Segment Diversification**



**Town of Atherton**  
**Activity and Performance Summary**  
**for the period September 1, 2012 - September 30, 2012**

<u>Amortized Cost Basis Activity Summary</u>	
Beginning Amortized Cost Value	19,960,854.89
Additions	
Contributions	0.00
Interest Received	0.00
Accrued Interest Sold	0.00
Gain on Sales	0.00
<b>Total Additions</b>	<b>0.00</b>
Deductions	
Withdrawals	549,000.00
Fees Paid	1,000.00
Accrued Interest Purchased	0.00
Loss on Sales	0.00
<b>Total Deductions</b>	<b>(550,000.00)</b>
Accretion (Amortization) for the Period	(2,876.03)
<b>Ending Amortized Cost Value</b>	<b>19,407,978.86</b>
Ending Fair Value	19,431,998.53
Unrealized Gain (Loss)	24,019.67

<u>Detail of Amortized Cost Basis Return</u>				
	Interest Earned	Accretion (Amortization)	Realized Gain (Loss)	Total Income
<b>Current Holdings</b>				
Cash and Equivalents	2,920.43	0.00	0.00	2,920.43
Commercial Paper	0.00	437.50	0.00	437.50
U.S. Treasury	1,049.59	(147.01)	0.00	902.58
U.S. Instrumentality	7,302.09	(3,166.52)	0.00	4,135.57
<b>Sales and Maturities</b>				
<b>Total</b>	<b>11,272.11</b>	<b>(2,876.03)</b>	<b>0.00</b>	<b>8,396.08</b>

<u>Annualized Comparative Rates of Return</u>			
	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.12 %	0.15 %	0.15 %
Overnight Repo	0.13 %	0.18 %	0.23 %
3 Month T-Bill	0.05 %	0.08 %	0.09 %
6 Month T-Bill	0.09 %	0.12 %	0.12 %
1 Year T-Note	0.16 %	0.18 %	0.17 %
2 Year T-Note	0.27 %	0.27 %	0.26 %
5 Year T-Note	0.83 %	0.73 %	0.67 %

<u>Summary of Amortized Cost Basis Return for the Period</u>			
	Total Portfolio	Excl. Cash Eq.	
Interest Earned	11,272.11	8,351.68	
Accretion (Amortization)	(2,876.03)	(2,876.03)	
Realized Gain (Loss) on Sales	0.00	0.00	
Total Income on Portfolio	8,396.08	5,475.65	
Average Daily Historical Cost	19,696,583.56	10,172,586.26	
Annualized Return	0.52%	0.66%	
Annualized Return Net of Fees	0.46%	0.54%	
Annualized Return Year to Date Net of Fees	0.46%	0.56%	
Weighted Average Effective Maturity in Days	229	436	

**Town of Atherton  
Activity and Performance Summary  
for the period September 1, 2012 - September 30, 2012**

<u>Fair Value Basis Activity Summary</u>	
<b>Beginning Fair Value</b>	19,984,842.73
<b>Additions</b>	
Contributions	0.00
Interest Received	0.00
Accrued Interest Sold	0.00
<b>Total Additions</b>	0.00
<b>Deductions</b>	
Withdrawals	549,000.00
Fees Paid	1,000.00
Accrued Interest Purchased	0.00
<b>Total Deductions</b>	(550,000.00)
<b>Change in Fair Value for the Period</b>	(2,844.20)
<b>Ending Fair Value</b>	19,431,998.53

<u>Detail of Fair Value Basis Return</u>			
	Interest Earned	Change in Fair Value	Total Income
<b>Current Holdings</b>			
Cash and Equivalents	2,920.43	0.00	2,920.43
Commercial Paper	0.00	235.50	235.50
U.S. Treasury	1,049.59	(953.70)	95.89
U.S. Instrumentality	7,302.09	(2,126.00)	5,176.09
<b>Total</b>	11,272.11	(2,844.20)	8,427.91

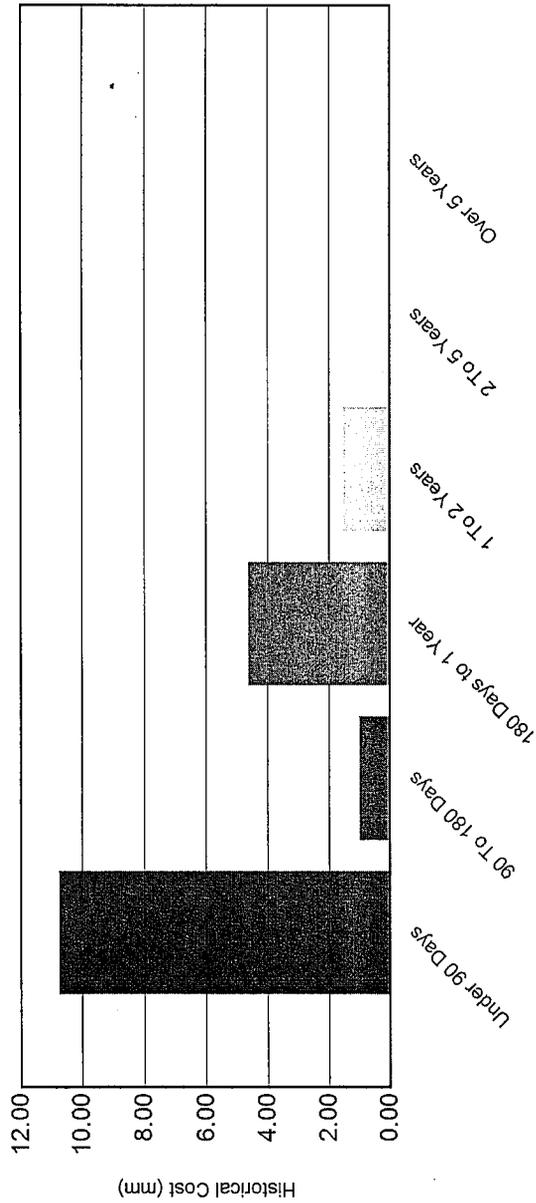
<u>Annualized Comparative Rates of Return</u>			
	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.12 %	0.15 %	0.15 %
Overnight Repo	0.13 %	0.18 %	0.23 %
3 Month T-Bill	0.08 %	0.14 %	0.12 %
6 Month T-Bill	0.17 %	0.22 %	0.24 %
1 Year T-Note	0.25 %	0.32 %	0.24 %
2 Year T-Note	0.33 %	0.62 %	-0.12 %
5 Year T-Note	3.54 %	5.54 %	-0.37 %

<u>Summary of Fair Value Basis Return for the Period</u>		
	Total Portfolio	Excl. Cash Eq.
Interest Earned	11,272.11	8,351.68
Change in Fair Value	(2,844.20)	(2,844.20)
<b>Total Income on Portfolio</b>	8,427.91	5,507.48
Average Daily Historical Cost	19,696,583.56	10,172,586.26
Annualized Return	0.52%	0.66%
Annualized Return Net of Fees	0.46%	0.54%
Annualized Return Year to Date Net of Fees	0.49%	0.61%
Weighted Average Effective Maturity in Days	229	436

**Town of Atherton  
Maturity Distribution of Securities Held  
September 30, 2012**

Maturity	Historical Cost	Percent
Under 90 Days	10,754,798.97	55.37 %
90 To 180 Days	1,000,234.38	5.15 %
180 Days to 1 Year	4,630,525.53	23.84 %
1 To 2 Years	1,511,500.00	7.78 %
2 To 5 Years	1,527,685.94	7.86 %
Over 5 Years	0.00	0.00 %
	<b>19,424,744.82</b>	<b>100.00 %</b>

**Maturity Distribution**



**Town of Atherton  
Securities Held  
September 30, 2012**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change in Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
<b>Cash and Equivalents</b>													
LAIF	09/30/12	0.377V		9,257,330.63	9,257,330.63	9,257,330.63	9,257,330.63	0.00	0.00	2,920.43	8,723.90	47.66	0.38
				0.00	0.00	0.00	0.00						
<b>TOTAL (Cash and Equivalents)</b>				9,257,330.63	9,257,330.63	9,257,330.63	9,257,330.63	0.00	0.00	2,920.43	8,723.90	47.66	
<b>Commercial Paper</b>													
48802WNIH7	05/04/12	0.000	10/15/12	500,000.00	498,701.67	499,889.17	499,961.50	72.33	0.00	0.00	0.00	2.57	0.58
KELLS FUNDING LLC													
					0.00	237.50	92.50						
74977KLS6	05/04/12	0.000	11/05/12	500,000.00	498,766.67	499,766.67	499,881.00	114.33	0.00	0.00	0.00	2.57	0.49
Rabobank USA													
					0.00	200.00	143.00						
<b>TOTAL (Commercial Paper)</b>				1,000,000.00	997,468.34	999,655.84	999,842.50	186.66	0.00	0.00	0.00	5.14	
<b>U.S. Treasury</b>													
912828PW4	01/25/11	0.625	12/31/12	500,000.00	500,078.13	500,010.07	500,586.00	575.93	0.00	254.75	789.74	2.57	0.62
T-Note													
					0.00	(3.32)	(195.00)						
912828RA0	06/30/11	0.375	06/30/13	600,000.00	598,734.38	599,529.07	600,890.40	1,361.33	0.00	183.42	568.61	3.08	0.48
T-Note													
					0.00	51.94	(94.20)						
912828QX1	08/12/11	1.500	07/31/16	500,000.00	511,835.94	509,123.13	520,156.00	11,032.87	0.00	611.42	1,263.59	2.63	1.01
T-Note													
					0.00	(195.63)	(664.50)						
<b>TOTAL (U.S. Treasury)</b>				1,600,000.00	1,610,648.45	1,608,662.27	1,621,632.40	12,970.13	0.00	1,049.59	2,621.94	8.29	
					0.00	(147.01)	(953.70)						
<b>U.S. Instrumentality</b>													
3137EACI6	03/23/11	1.625	04/15/13	500,000.00	508,291.15	502,155.26	503,846.00	1,690.74	0.00	677.09	3,746.53	2.62	0.81
FHLMC													
					0.00	(329.89)	(492.00)						
3135G0E02	Call	1.000	11/07/14	500,000.00	500,000.00	500,000.00	500,301.00	301.00	0.00	416.67	2,000.00	2.57	1.00
FNMA													
					0.00	0.00	(218.50)						
3134G3LF5	Call	1.000	02/13/15	1,000,000.00	1,008,750.00	1,006,118.88	1,010,272.00	4,153.12	0.00	833.33	1,333.33	5.19	0.55
FHLMC													
					0.00	(367.13)	(28.00)						
3135G0KE2	Call	1.250	04/23/15	1,000,000.00	1,008,980.00	1,005,018.96	1,004,023.00	(995.96)	0.00	1,041.67	5,486.11	5.19	0.35
FNMA													
					0.00	(738.08)	(448.00)						
3134G3GY0	Call	1.125	01/13/16	500,000.00	502,750.00	501,793.81	504,231.50	2,437.69	0.00	468.75	1,218.75	2.59	0.84
FHLMC													
					0.00	(114.74)	(263.50)						
3135G0I07	Call	1.090	04/04/16	500,000.00	502,320.00	501,619.62	502,050.50	430.88	0.00	454.16	2,679.58	2.59	0.45
FNMA													
					1,498.75	(262.64)	(297.00)						

**Town of Atherton  
Securities Held  
September 30, 2012**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change in Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
3133EAR66	07/31/12	0.910	05/23/16	500,000.00	501,500.00	501,185.81	501,110.00	(75.81)	0.00	379.17	1,617.78	2.58	0.54
FFCB			05/23/13		859.44	(152.03)	(96.50)						
3136FTWM7	01/10/12	0.625V	01/10/17	500,000.00	500,156.25	500,043.12	500,722.50	679.38	0.00	260.42	703.13	2.57	0.59
FNMA			01/10/13		0.00	(12.81)	(159.00)						
3137EADF3	08/06/12	1.250	05/12/17	500,000.00	511,200.00	510,839.54	511,863.00	1,023.46	0.00	520.83	2,413.19	2.63	0.77
FHLMC					1,458.33	(193.10)	62.00						
3134G3VT3	06/28/12	1.200	06/14/17	1,000,000.00	1,002,900.00	1,002,115.10	1,002,052.00	(63.10)	0.00	1,000.00	3,566.67	5.16	0.90
FHLMC			06/14/13		466.67	(247.86)	(951.00)						
3137EADH9	07/31/12	1.000	06/29/17	500,000.00	504,650.00	504,489.30	505,696.50	1,207.20	0.00	416.67	1,277.78	2.60	0.81
FHLMC					444.44	(77.76)	(483.50)						
3134G3C57	08/24/12	2.000	08/08/17	500,000.00	507,800.00	506,950.72	507,025.00	74.28	0.00	833.33	1,472.22	2.61	0.36
FHLMC			08/08/13		444.44	(670.48)	1,249.00						
<b>TOTAL (U.S. Instrumentality)</b>					7,559,297.40	7,542,330.12	7,553,193.00	10,862.88	0.00	7,302.09	27,515.07	38.92	
					5,172.07	(3,166.52)	(2,126.00)						
<b>GRAND TOTAL</b>					19,357,330.63	19,424,744.82	19,431,998.53	24,019.67	0.00	11,272.11	38,860.91	100.00	
					5,172.07	(2,876.03)	(2,844.20)						

V = variable rate, current rate shown, average rate for Cash & Equivalents

**Town of Atherton  
Quarterly Treasurer's Report  
Cash & Investments Balance By Fund  
September 30, 2012**

<b>Fund No.</b>	<b>Fund Name</b>	<b>Sept Balance</b>
101	General Fund	6,399,125
105	Tennis Fund	19,742
610	Equipment Replacement Fund	437,577
614	Worker's Compensation	313,861
615	General Liability	21,951
616	Employee Benefits	2,191,771
<b>Total Non-Restricted</b>		<u>9,384,026</u>
201	Special Tax Fund	596,864
202	County Measure A Fund	127,585
203	Gas Tax Fund	122,998
209	SLES/COPS Grant	8,770
210	Road Constructions Impact Fee	828,608
213	Library Fund	6,212,829
215	Evans Creative Design (formerly fund 715)	73,284
401	GF Projects	246,696
402	Storm Drainage	29,412
403	Atherton Channel Drainage District	76,060
406	Facilities Construction	2,118,049
730	H-P Park Improvement	5,966
740	Tree Committee	24,656
<b>Total Restricted</b>		<u>10,471,777</u>
<b>Total Cash &amp; Investments</b>		<u><u>19,855,803</u></u>



## ITEM 11 Town of Atherton

### CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GEORGE RODERICKS, CITY MANAGER  
DATE: FOR THE MEETING OF NOVEMBER 28, 2012  
SUBJECT: SALARY & BENEFIT RESOLUTION

#### **RECOMMENDATION**

Adopt the attached Resolution.

#### **BACKGROUND**

As a unit of local government, Atherton is subject to the Meyers/Milias/Brown Act governing labor-management relationships in California governmental organizations. Cities, counties and most special districts are covered by the Act, which requires an agency to meet and confer in good faith regarding wages, benefits, hours, and other terms and conditions of employment with employees. The Town has one formal employee association, the Atherton Police Officers Association (APOA) and one informal employee association, local miscellaneous employees (plus two sworn management staff) making up the rest of staff. The labor agreement for the APOA expires in September 2013 and the Town has not yet begun negotiations. This staff report does not cover issues related to the APOA.

The Town has an established classification plan and positions that share similar duties and responsibilities are grouped together in various classifications (e.g., office specialist, police officers, etc.). With the exception of the City Manager, all positions are assigned a four-step salary range that provides the Town with flexibility when hiring an individual, and provides opportunities for merit increases within the classification. Once the final step in the classification is reached, the employee is limited to annual cost-of-living adjustments to keep pace with inflation or periodic range adjustments that may be necessary to keep the Town's classification plan competitive from a recruitment and retention perspective. Inflationary or periodic range adjustments are known as equity increases. Other advancements based on performance and job duty enhancements are promotional advancements. The local miscellaneous salary and benefit Resolution expires on June 30 to coincide with the Town's annual budget process.

The previous resolutions governing current unrepresented staff expired on July 1, 2011. In September 2011 the former interim City Manager met with Koff & Associates (K&A) and approved an agreement to create a classification study before moving forward with a new resolution governing employee salaries and benefits. New and updated job classification descriptions were drafted and reviewed by each employee and their supervisor. Once approved K&A provided finalized job descriptions and recommendations for any changes in positions. City Council approved resolution 12-19 adopting salaries and positions for the fiscal year 2012-2013 budget at their June Council meeting.

Shortly thereafter Council began meeting in closed session to review and discuss current salaries and benefits. The attached Resolution has been produced as a result of those meetings and broadly consists of the following recommendations.

### **ANALYSIS**

*At this time, due to the economic climate, there are no recommended adjustments based on salary surveys, no recommendation for a cost of living adjustment, and no equity or promotional modifications. Further, the salary and benefit Resolution includes a number of benefit adjustments and cost saving strategies listed below:*

- **Work Furlough:** The Resolution includes a work furlough for the period between Christmas Day and New Year's Day. All non-essential personnel (as determined by the City Manager) are required to take the furlough. Employees are allowed to use accrued vacation or personal holiday time during the period. If the employee does not have accrued vacation or personal holiday time, the employee is required to take the time off without pay. The work furlough is in place until rescinded by the Town Council.
- **Leave Caps:** Vacation leave accrual is capped at a maximum of 240 hours. Sick leave accrual is capped at a maximum of 960 hours.
- **Retiree Medical:** Town-paid retiree medical is eliminated for all employees hired after the effective date of the Resolution. The Town's two most recent hires under this Resolution, the Police Chief and the Finance Director are not eligible for retiree medical. Under separate agreement, the City Manager is also ineligible for retiree medical. Current employees continue to receive the retirement medical benefits as provided under the contract in effect when they were hired.
- **Flexible Benefit Plan Caps:** The Resolution creates an IRS Section 125 Flexible Benefit Plan to allow employees to purchase vision, dental, and medical insurance. The rates are capped at \$750 for the employee only, \$1,400 for the employee plus one dependent, and \$1,600 for the employee and two or more dependents. Employees are obligated to pay any difference in the total cost of their vision, dental, and medical insurance over the capped amounts via pre-tax payroll deductions.

- **Health Benefit Contributions:** The Town has eliminated its health plan contribution in lieu of the Section 125 plan; however, in order to allow the employees and retirees to participate in the CalPERS Health Plan Program the Town continues to pay the minimum required contribution amount.
- **Retirement Contributions:** The Town initiated an 18-month plan to transfer the cost of the employee-paid portion of retirement back to the employee. Effective with the first payroll in January 2013, employees covered under this Resolution assume payment of 2% of the required employee contribution toward retirement. Six-months later (July 1, 2013) the employees will pay an additional 2% for a total of 4% of the required contribution. One year later, (July 1, 2014) the employees pay the remaining 3% for a total of 7% (local miscellaneous). For the sworn staff under this Resolution the rate of transfer is 2%, 5%, and 9%.
- **Tier II Retirement Plans:** The Town created a Tier II Retirement Plan for both local miscellaneous and for sworn staff covered by this Resolution. The plans are governed by recent state legislation (AB340). All new employees hired after the active date of the plans are covered under the Tier II Plans and contribute 100% of the employee contribution immediately. Tier II for local miscellaneous changes from 2% at 55 to 2% at 62. Tier II for sworn changes from 3% at 50 to 2.7% at 57. Both plans have the “highest three years average” as the basis for pension benefit levels.

## FISCAL IMPACT

### Staff Fiscal Impact

The above changes represent a cost impact to staff over the next 18 months. Beginning January 2013, employees will be responsible for an increase in health benefit costs from the reduced Town contribution and a corresponding increase in plan costs. In addition, all staff covered by the Resolution will see a 2% pay reduction due to the CalPERS pension obligation. For 2013, this represents an average 2.9% decrease in pay with a larger amount of this impact falling on employees with dependents. Cumulatively, in 2014 the average cost impact is 6.3% and in 2015, 11%. In 2012, the work furlough results in an additional 1.5% pay reduction.

In an effort to compensate for the salary reduction, the Resolution also calls for the establishment of a **Merit Bonus Program**. The program allocates 2% into a pool to be used by the City Manager to allocate to staff covered by the Resolution subject to established program criteria. The program funding is annual, but does not increase beyond the 2% allocation.

Because the City Manager administers the merit bonus program he is not eligible for it. However, the City Manager salary will be reduced each year by the pension obligation transfers and the work furlough.

### Town Fiscal Impact

The *work furlough* saves the Town \$14,213 in salary over the four days.

The cost savings for *retiree medical* is prospective. The cost savings would be realized only when and if any future employees retire from Town employment and CalPERS concurrently. It does not have an impact on current staff (except the Finance Director and City Manager).

The *flexible benefit caps* establish a maximum contribution for the Town toward medical, dental, and vision plans. In 2013, the cost savings to the Town is \$2,080 per month or \$24,960.

The Town saves on *retirement contributions* on behalf of the employees in the same percentage of payroll adjusted each year. In 2013, the Town will save 2% of payroll (\$24,637). This is offset by the 2% merit program allocation. In 2014, the Town will save an additional 2% of payroll for a total of 4% (5% sworn) - again offset by 2% for the merit program (\$27,729). In 2015, the Town will save the full 7% for local miscellaneous and 9% for sworn – again offset by 2% for the merit program (\$40,047). Over the three years of the CalPERS liability transfer and merit program the Town will save \$92,413.

**Resolution 12-xx**  
**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON**  
**ADOPTING SALARIES AND BENEFITS FOR UNREPRESENTED STAFF**

The City Council of the Town of Atherton hereby resolves as follows:

**WHEREAS**, Attachment A to this Resolution specifies terms and conditions of employment for Unrepresented Employees, and

**WHEREAS**, it is the intent of the Council that this resolution serve in lieu of a Memorandum of Understanding for unrepresented employees for purposes of defining and affording rights as outlined in this Resolution; and

**WHEREAS**, it is the intent of the Council that the rights as outlined in this Resolution be effective October 1, 2012 and remain in effect until superseded; and

**WHEREAS**, in arriving at the various term and conditions in the Resolution, the Council assumed that they were based on a three-year term; however, the Council also recognizes that this Resolution may be amended in the future at any time, including prior to the expiration of the three-year period based in the discretion of the Council at that time.

**Now, therefore, be it resolved by the City Council of the Town of Atherton** that the salaries and benefits of the Unrepresented Employees of the Town of Atherton shall be as stated in Attachment A, effective October 1, 2012.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 28<sup>th</sup> day of November, 2012, by the following vote:*

**AYES:**            **COUNCILMEMBERS:**  
**NOES:**           **COUNCILMEMBERS:**  
**ABSENT:**        **COUNCILMEMBERS:**

\_\_\_\_\_  
William R. Widmer, MAYOR  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William B. Connors, City Attorney

**ATTACHMENT A**

**Resolution No. 12-XX**

**TOWN OF ATHERTON**

**Unrepresented Employees Salary & Benefit Resolution**

**GENERAL PROVISIONS:**

The following salary and benefit programs shall apply to all local miscellaneous and safety employees in the classes and at the levels noted herein. It is intended that this Resolution serve in lieu of a Memorandum of Understanding for unrepresented employees for purposes of defining and affording rights as outlined in this Resolution.

1. **TERM:** This Resolution shall be effective October 1, 2012 and remain in effect until superseded. As a practice, this Resolution may be returned annually to the City Council for review and modification as the Town's fiscal condition and/or employment needs dictate.

**TOWN OF ATHERTON  
MONTHLY SALARY COMPENSATION**

<b>JOB DESCRIPTION</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>
<b>DEPARTMENT HEADS</b>				
Finance Director	12,081.31	12,685.37	13,319.64	13,985.63
Police Chief	12,328.54	12,944.97	13,592.21	14,271.82
Public Works Director	12,153.03	12,760.68	13,398.71	14,068.65
City Clerk	7,993.75	8,393.43	8,813.10	9,253.76
<b>MID-MANAGEMENT</b>				
Police Lieutenant	10,221.64	10,732.72	11,269.36	11,832.82
Associate Engineer	7,133.10	7,489.75	7,864.24	8,257.45
Public Works Superintendent	9,409.58	9,880.06	10,374.07	10,892.77
<b>CONFIDENTIAL</b>				
Accountant	5,777.35	6,066.21	6,369.52	6,688.00
Executive Assistant to the Police Department	5,813.63	6,104.31	6,409.52	6,730.00
Office Specialist	4,526.54	4,752.87	4,990.51	5,240.04

2. **COVERED CLASSIFICATIONS:**

Non-Management, Confidential

Accountant

Executive Assistant to the Police Department

Office Specialist

Mid-Management

Associate Engineer  
Police Lieutenant  
Public Works Superintendent

Department Heads

City Clerk  
Finance Director  
Police Chief  
Public Works Director

3. **HOURS OF WORK:** The standard workweek for employees occupying full-time positions consists of forty (40) hours in any seven (7) day period. The workweek begins at 12:01 A.M. Sunday and ends 11:59 P.M. the following Saturday. The City Manager shall designate shift schedules for all employees with due regard for the convenience of the public and the laws of the State and the needs of the Town. The Town reserves the right to consider changes to the standard workweek to facilitate adjustments to Town Hall operating hours.
4. **FLEXIBLE SCHEDULES:** At the request of the Department Head and following review and approval by the City Manager or his/her designee, a flexible work schedule may be implemented for employees covered by this Resolution. The City Manager's evaluation shall give consideration to the needs of the Department/Employee as well as the desire of the City Council to continue to provide all Town services on a schedule that is conducive to providing uninterrupted service to its residents throughout the week.

Each flexible schedule approved shall be evaluated by the City Manager or his/her designee no later than six months following its implementation. The purpose of the evaluation will be to determine if it is in the best interests of the Town of Atherton to continue the flexible schedule, or any modifications to the schedule that would be necessitated by the City Manager's evaluation.

5. **WORK FURLOUGH:** As a result of the Town's fiscal condition, for Fiscal Year 2012-2013 and subsequent fiscal years until rescinded by the City Council, the work days between Christmas Day and New Year's Day shall be an unpaid furlough week for all non-essential personnel as determined by the City Manager. Essential personnel may include, but not be limited to Police, Public Works, and Administrative personnel required to meet the needs of the community as determined by the City Manager. Employees may use accrued vacation or personal holiday time during this period.

**COMPENSATION**

6. **SALARY:** There shall be no increases to the base salaries identified in this resolution, unless adopted pursuant to a subsequent resolution.
7. **WAGES – PROGRESSION WITHIN STEPS:** Employees are eligible to progress from Step A to Step B six (6) months after their hire date or date of entry into the job

classification, provided they have received a satisfactory performance evaluation conducted by their supervisor. Thereafter, employees may progress between steps B through D twelve (12) months after date of entry into the previous step provided they have received a satisfactory evaluation.

8. **MERIT BONUS PROGRAM:** The City Manager shall implement a merit bonus program based on a 2% salary merit pool authorized by the City Council as part of the Annual Budget. The pool amount will be 2% of base salary for all budgeted positions covered by this resolution. The City Manager has the authority to issue merit based bonuses up to the amount of the pool annually based on specified criteria. Merit bonus allocations should be paid on a semi-annual basis, no later than December 31<sup>st</sup> and June 30<sup>th</sup>. The merit bonus allocation is considered a one-time extra compensation and not subject to CalPERS reporting.
9. **OVERTIME:** All non-management, confidential employees are subject to and shall receive when appropriate, overtime compensation in accordance with the provisions of the Fair Labor Standards Act and California labor laws. Mid-management and Department Heads are exempt from overtime.

All compensable overtime must be authorized by the Department Head or designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

Any authorized time worked in excess of forty (40) hours in the applicable designated FLSA workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1½) times the employee's regular rate of pay. Compensatory time off may be taken in lieu of overtime payment. For purposes of this section, Overtime, as defined in applicable state or federal law, the term "time worked" excludes time in paid status but not worked (e.g. paid sick, vacation, holiday, disability or other compensatory time off.) Compensatory time off shall be at a time mutually agreeable to the employee and the Department Head. Compensatory time off which accrues in excess of forty-eight (48) hours will be liquidated by monetary payment during the month of October. An employee shall not be required to reduce a scheduled workday in whole or in part to avoid the payment for overtime worked on another scheduled work day.

10. **PAY FOR TEMPORARY OR INTERIM APPOINTMENT TO A HIGHER CLASSIFICATION:** An employee who is temporarily appointed and performs the work of a position in a higher classification temporarily vacated by its incumbent either covered by or outside of employees covered by this resolution for more than five (5) consecutive workdays shall be paid five percent (5%) above the regular rate he or she received in his or her regular lower classification for such time as working out of class. However, if the position in the higher classification is vacant (has no incumbent) and the employee is given an interim appointment to such position pending the permanent filling of such position, he or she shall be paid five percent (5%) above the regular rate he or she received in his or her regular lower classification, or the rate of the first step of the range assigned to the higher classification, whichever is greater for the period of time working

in that position. In no event shall such pay exceed the maximum of the range of the classification in which the employee is temporarily assigned. Payment shall commence with the first (1st) workday of the temporary or interim assignment and shall continue, including holidays, during the period of temporary or interim assignment. Such appointment shall be in writing by the Department Head and approved by the City Manager or his designated representative; however, any appointment to a temporary Department Head classification shall be approved by the City Manager. Only the City Council may authorize a temporary appointment to the position of City Manager.

## **PAID LEAVES**

11. **LEAVES COVERED UNDER STATE AND FEDERAL LAW AND ADMINISTRATIVE POLICIES:** In addition to the paid leave provisions outlined below, the Town shall provide leave pursuant to adopted Town Administrative Policies and consistent with state and federal law, these shall include but not be limited to leave for Jury Duty, Voting, Military Leave, Pregnancy Disability, and Family Medical Leave.
12. **ADMINISTRATIVE LEAVE:** In recognition of the hours required to accomplish the requirements of each management position (defined as Department Heads and mid-management), including the attendance at numerous meetings outside normal working hours, each Management Employee shall be granted forty (40) hours of Administrative Leave per fiscal year. Management employees may accumulate a maximum of 60 hours of Administrative Leave. No cash out of Administrative Leave shall be allowed. Administrative leave does not apply to non-management, confidential employees.
13. **HOLIDAYS:** The following holidays will be observed by all employees.
  - January 1, New Year's Day
  - Third Monday in January, Martin Luther King, Jr. Day
  - Third Monday in February, President's Day
  - Last Monday in May, Memorial Day
  - July 4, Independence Day
  - First Monday in September, Labor Day
  - Second Monday in October, Columbus Day
  - November 11, Veteran's Day
  - Fourth Thursday in November, Thanksgiving Day
  - Fourth Friday in November, Day after Thanksgiving Day
  - December 25, Christmas Day

Additionally, employees shall receive a personal holiday on a date to be determined by the employee subject to the approval of the City Manager or his/her designee. This holiday will be credited to the employee's vacation bank each January.

If any of the regular holidays (excluding personal holidays) falls on a Saturday, the Friday preceding shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

14. **VACATION LEAVE:** Except as limited by this section, all employees in full-time positions shall accrue Vacation Leave on each pay period prorated based on the following annual rates while in paid status:

- Less than three years of service - 80 hours per year.
- Three years of service to eight years of service- 120 hours per year.
- Eight years of service and above- 160 hours per year.

Vacation can only be accumulated to two times the employee's annual accrual rate, but not to exceed a total of 240 hours. If the employee's balance exceeds 240 hours, they shall not accrue any new vacation leave until their balance is 240 hours or less.

Employees shall be allowed to have the Town buy back accrued vacation once each fiscal year, with the approval of the City Manager, under the following terms:

- a) To be eligible to sell back vacation time, an employee must have a minimum balance of 60 hours of annual vacation accrual after any buy back.
- b) A maximum of five (5) days of buy back may be purchased by the Town per year per employee.
- c) Employees must request a vacation buy back prior to June 1st of each year.
- d) The vacation buy back program shall be suspended during any declared fiscal emergency.

15. **SICK LEAVE:** The Town shall provide each employee in paid status with paid sick leave at the rate of eight (8) hours per month (3.69 hours per pay period). There shall be a cap of 960 hours of sick leave accrual. For those employees whose balance now exceeds the cap, no further sick leave shall accrue until their balance is below the cap.

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

16. **BEREAVEMENT LEAVE:** An employee shall be allowed paid leave for not more than five (5) working days when absent because a death has occurred in their immediate family as defined within the Town's Administrative Policies. .

## **BENEFIT PROGRAMS**

The following benefits are provided to employees covered by this resolution. Benefit programs are not considered vested rights and may be subject to change. It is the intent of this Resolution that covered employees receive the same general benefits as other employees in similar department units.

17. **PUBLIC EMPLOYEES' RETIREMENT SYSTEM:** All full-time employees are enrolled in the California Public Employees Retirement System (CalPERS), as amended by AB 340 of 2012, in lieu of Social Security coverage. All local miscellaneous

employees hired before the effective date of this resolution shall continue to be enrolled in the 2% at 55 retirement benefit plan. The Town hereby creates a Tier 2 Local Miscellaneous Retirement Program applicable to all miscellaneous employees hired after the effective date of this resolution and following any required notice by CalPERS. Tier 2 employees shall be enrolled in the 2% at 62 retirement benefit plan and be subject to the three year average basis for determining the pension benefit levels. All Tier 2 local miscellaneous employees shall contribute the full required employee contribution.

All public safety employees covered by this resolution shall continue to be enrolled in the 3% at 50 retirement benefit plan subject to the highest one year of service. The Town hereby creates a Tier 2 Public Safety Employee Retirement Program applicable to public safety employees subject to this resolution. Any such public safety employee hired after the effective date of this resolution and following any required notice by CalPERS, shall be enrolled in the 2.7% at 57 retirement benefit plan, and be subject to the highest three years average basis for determining the pension benefit level. All Tier 2 public safety employees shall contribute the full required employee contribution.

The Town will continue to offer the voluntary salary reduction option offered by Section 414H2 of the IRS Code and the Public Employees Retirement System.

**RETIREMENT CONTRIBUTIONS:** Effective the first full pay period following adoption of this resolution by the City Council, all Tier 1 local miscellaneous employees shall assume payment of 2% of the required employee retirement contribution and the Town shall contribute the remainder. Effective the first pay period after July 1, 2013, Tier 1 employees shall pay the 4% of the required employee retirement contribution and the Town shall contribute the remainder. Effective July 1, 2014, Tier 1 employees shall pay the full required employee retirement contribution.

Effective the first full pay period following adoption of this resolution by the City Council, all Tier 1 safety employees covered by this resolution shall assume payment of 2% of the required employee retirement contribution and the Town shall contribute the remainder. Effective the first pay period after July 1, 2013 Tier 1 safety employees shall pay the 5% of the required employee retirement contribution and the Town shall contribute the remainder. Effective July 1, 2014, Tier 1 safety employees shall pay the full required employee retirement contribution.

18. **HEALTH PLAN CONTRIBUTIONS:** The Town provides medical and hospitalization care benefits through the CalPERS Health Plan Program to the extent not supplanted by any mandated federal health coverage plan. For any CalPERS Health Plan Program, the Town shall pay the minimum amount required by law toward the monthly premium for hospital and medical care benefits under the CalPERS (PEMHCA) Health Plan referred to as the minimum employer contribution (MEC). Any remaining premium shall be paid by the employee either through the Section 125 Plan (described below) or payroll deduction or a combination thereof unless replaced by a federally mandated health coverage plan. The Town reserves the right to modify the health insurance programs offered to its employees.

19. **DOMESTIC PARTNER COVERAGE:** The Town will provide domestic partner medical coverage to the extent and in the manner which CalPERS health plan carriers or federal law allow for the domestic partner's enrollment.

20. **IRC SECTION 125 FLEXIBLE BENEFIT PLAN:**

A. The Town will continue to provide a Flexible Benefits plan, subject to the requirements and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for PEMHCA medical premiums, eligible dependent care expenses, eligible uninsured medical expenses, or a combination thereof.

B. Effective January 1, 2013, the Town shall contribute each month up to the amounts listed below, based on the employee's level of medical plan enrollment, to each active employee's IRC section 125 Plan account. The benefit allowance is to be used to offset the costs of the employer provided medical, dental and vision insurance premiums. An employee may not use the allowance for other reasons. These amounts may be adjusted by the City Council in superseding resolutions.

- \$750 for employee only,
- \$1400 for employee plus one dependent,
- \$1600 for employee and two or more dependents

C. Any increases to premiums by providers will not cause the benefit allowance contributions above to be modified.

D. Any amount remaining after the Employee has designated the portions of his or her IRC Section 125 plan contribution amount for the purposes described in this section above will be deemed forfeited.

E. Any Employee that enrolls in a Medical, Dental or Vision plan that has a higher premium than the benefit allowance, as stated above, will pay the difference via pre-tax payroll deductions.

F. Procedures for the administration of the Section 125 Plan shall be determined by the Town. The Town shall assume the administrative cost for the Plan.

21. **ALTERNATE MEDICAL BENEFIT PROGRAM:** Eligible employees who are covered by health insurance coverage through their spouse or other source with benefits comparable to those provided through Town sponsored plans may waive or decline coverage under the Town sponsored plans. The employee must provide proof of medical insurance to the Town. The Town will pay such employee the lesser of 50% of the benefit contribution for which the employee is eligible or \$300 per month, unless this provision is removed pursuant to compliance with any federally mandated healthcare program.

Re-enrollment in the Town sponsored CalPERS (PEMHCA) Plan is subject to the limitations and exclusions time period instituted by CalPERS. Employees are eligible to

reenroll during the CalPERS open enrollment period. Upon the effective date of reenrollment, payments pursuant to this section cease.

22. **RETIREE MEDICAL:** Current employees shall receive retirement medical benefits as provided under the contract in effect when they were hired.

The Town's maximum contribution for retiree medical, for employees who are hired after July 1, 2009, but prior to the effective date of this resolution, shall be the Employee Only rate for Kaiser.

Employees hired after the effective date of this resolution shall not be entitled to Town-paid retiree medical.

**LIFE INSURANCE:** The Town will provide employees paid term life/accidental death and dismemberment insurance in the following amounts:

Non-Management Confidential: \$50,000  
Department Head & Mid-Management: \$100,000  
Police Chief & Police Lieutenant: \$140,000

23. **EMPLOYEE ASSISTANCE PLAN:** The Town will continue its program for psychological counseling to covered employees and dependents, with total Town expenditures not to exceed \$3,000 per employee and family visits in any fiscal year for payment of up to six professional psychological sessions each year. Operation of the Employee Assistance Plan is subject to the City Council's funding of the plan within any fiscal year budget.
24. **LONG TERM DISABILITY INSURANCE (LTD):** Coverage for this Town-paid insurance is up to 67% of monthly earnings to a maximum of \$6,000 per month. This insurance becomes effective the first day of the month following date of employment subject to the terms and provisions contained in the policy. The waiting period following a disabling event is sixty (60) days. An employee does not accrue sick or vacation leave while on Long Term Disability absence.
25. **DEFERRED COMPENSATION:** Employees are eligible to participate in Deferred Compensation Plans offered by the Town.
26. **SHORT-TERM DISABILITY INSURANCE (STD):** Town-paid Short Term Disability Insurance can only be utilized after an employee has exhausted all of their available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500 per week.
27. **FLEXIBLE SPENDING PLAN:** Regular full-time employees may enroll in this IRC section 125 plan and take advantage of tax benefits as they pertain to medical and dependent care. Employees enroll upon employment and annually thereafter in the month of January.

28. **AUTOMOBILE PROVISION/MILEAGE REIMBURSEMENT:** Employees provided with a Town vehicle for the purposes of commuting to and from work and/or for use while on duty shall not be eligible for mileage reimbursement. Employees required to use their personal vehicle in the performance of their job will be compensated for mileage at the current Internal Revenue Service rate.
29. **TUITION REIMBURSEMENT:** The Town shall establish an \$8,000 annual educational reimbursement fund. The Town will reimburse employees who successfully complete courses approved in advance by the City Manager that will be beneficial to the employee in the course and scope of their job, in an amount up to \$1,000 per employee per fiscal year until the fund is depleted. Operation of the tuition reimbursement program is subject to the City Council's funding of the program within any fiscal year budget.
30. **WORKERS' COMPENSATION INSURANCE:** The Town shall provide Workers' Compensation Insurance as required by law with the premiums paid entirely by the Town.
31. **GENERAL PROVISIONS:** It is understood that federal law, state law, Town ordinances, Town Personnel Rules and Procedures, written departmental policies, and written administrative policies determine procedures and policies relating to the terms and conditions of employment, except as provided by this Resolution. Any and all prior provisions applicable to the positions covered under this Resolution that are contained in any but the aforementioned sources and in this Resolution are hereby declared null and void.
32. **DURATION:** Upon adoption, this Resolution shall be effective October 1, 2012, and remain in effect until superseded..

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The provisions of this Resolution supersede and terminate any and all prior or existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence, whether formal or informal, regarding the compensation, benefits and terms and conditions of employment with respect to the employees covered by this Resolution, to the extent that those items are inconsistent with the terms of this Resolution.



## ITEM 11 Town of Atherton

### CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GEORGE RODERICKS, CITY MANAGER  
DATE: FOR THE MEETING OF NOVEMBER 28, 2012  
SUBJECT: SALARY & BENEFIT RESOLUTION

#### **RECOMMENDATION**

Adopt the attached Resolution.

#### **BACKGROUND**

As a unit of local government, Atherton is subject to the Meyers/Milias/Brown Act governing labor-management relationships in California governmental organizations. Cities, counties and most special districts are covered by the Act, which requires an agency to meet and confer in good faith regarding wages, benefits, hours, and other terms and conditions of employment with employees. The Town has one formal employee association, the Atherton Police Officers Association (APOA) and one informal employee association, local miscellaneous employees (plus two sworn management staff) making up the rest of staff. The labor agreement for the APOA expires in September 2013 and the Town has not yet begun negotiations. This staff report does not cover issues related to the APOA.

The Town has an established classification plan and positions that share similar duties and responsibilities are grouped together in various classifications (e.g., office specialist, police officers, etc.). With the exception of the City Manager, all positions are assigned a four-step salary range that provides the Town with flexibility when hiring an individual, and provides opportunities for merit increases within the classification. Once the final step in the classification is reached, the employee is limited to annual cost-of-living adjustments to keep pace with inflation or periodic range adjustments that may be necessary to keep the Town's classification plan competitive from a recruitment and retention perspective. Inflationary or periodic range adjustments are known as equity increases. Other advancements based on performance and job duty enhancements are promotional advancements. The local miscellaneous salary and benefit Resolution expires on June 30 to coincide with the Town's annual budget process.

The previous resolutions governing current unrepresented staff expired on July 1, 2011. In September 2011 the former interim City Manager met with Koff & Associates (K&A) and approved an agreement to create a classification study before moving forward with a new resolution governing employee salaries and benefits. New and updated job classification descriptions were drafted and reviewed by each employee and their supervisor. Once approved K&A provided finalized job descriptions and recommendations for any changes in positions. City Council approved resolution 12-19 adopting salaries and positions for the fiscal year 2012-2013 budget at their June Council meeting.

Shortly thereafter Council began meeting in closed session to review and discuss current salaries and benefits. The attached Resolution has been produced as a result of those meetings and broadly consists of the following recommendations.

### **ANALYSIS**

*At this time, due to the economic climate, there are no recommended adjustments based on salary surveys, no recommendation for a cost of living adjustment, and no equity or promotional modifications. Further, the salary and benefit Resolution includes a number of benefit adjustments and cost saving strategies listed below:*

- **Work Furlough:** The Resolution includes a work furlough for the period between Christmas Day and New Year's Day. All non-essential personnel (as determined by the City Manager) are required to take the furlough. Employees are allowed to use accrued vacation or personal holiday time during the period. If the employee does not have accrued vacation or personal holiday time, the employee is required to take the time off without pay. The work furlough is in place until rescinded by the Town Council.
- **Leave Caps:** Vacation leave accrual is capped at a maximum of 240 hours. Sick leave accrual is capped at a maximum of 960 hours.
- **Retiree Medical:** Town-paid retiree medical is eliminated for all employees hired after the effective date of the Resolution. The Town's two most recent hires under this Resolution, the Police Chief and the Finance Director are not eligible for retiree medical. Under separate agreement, the City Manager is also ineligible for retiree medical. Current employees continue to receive the retirement medical benefits as provided under the contract in effect when they were hired.
- **Flexible Benefit Plan Caps:** The Resolution creates an IRS Section 125 Flexible Benefit Plan to allow employees to purchase vision, dental, and medical insurance. The rates are capped at \$750 for the employee only, \$1,400 for the employee plus one dependent, and \$1,600 for the employee and two or more dependents. Employees are obligated to pay any difference in the total cost of their vision, dental, and medical insurance over the capped amounts via pre-tax payroll deductions.

- **Health Benefit Contributions:** The Town has eliminated its health plan contribution in lieu of the Section 125 plan; however, in order to allow the employees and retirees to participate in the CalPERS Health Plan Program the Town continues to pay the minimum required contribution amount.
- **Retirement Contributions:** The Town initiated an 18-month plan to transfer the cost of the employee-paid portion of retirement back to the employee. Effective with the first payroll in January 2013, employees covered under this Resolution assume payment of 2% of the required employee contribution toward retirement. Six-months later (July 1, 2013) the employees will pay an additional 2% for a total of 4% of the required contribution. One year later, (July 1, 2014) the employees pay the remaining 3% for a total of 7% (local miscellaneous). For the sworn staff under this Resolution the rate of transfer is 2%, 5%, and 9%.
- **Tier II Retirement Plans:** The Town created a Tier II Retirement Plan for both local miscellaneous and for sworn staff covered by this Resolution. The plans are governed by recent state legislation (AB340). All new employees hired after the active date of the plans are covered under the Tier II Plans and contribute 100% of the employee contribution immediately. Tier II for local miscellaneous changes from 2% at 55 to 2% at 62. Tier II for sworn changes from 3% at 50 to 2.7% at 57. Both plans have the “highest three years average” as the basis for pension benefit levels.

## FISCAL IMPACT

### Staff Fiscal Impact

The above changes represent a cost impact to staff over the next 18 months. Beginning January 2013, employees will be responsible for an increase in health benefit costs from the reduced Town contribution and a corresponding increase in plan costs. In addition, all staff covered by the Resolution will see a 2% pay reduction due to the CalPERS pension obligation. For 2013, this represents an average 2.9% decrease in pay with a larger amount of this impact falling on employees with dependents. Cumulatively, in 2014 the average cost impact is 6.3% and in 2015, 11%. In 2012, the work furlough results in an additional 1.5% pay reduction.

In an effort to compensate for the salary reduction, the Resolution also calls for the establishment of a **Merit Bonus Program**. The program allocates 2% into a pool to be used by the City Manager to allocate to staff covered by the Resolution subject to established program criteria. The program funding is annual, but does not increase beyond the 2% allocation.

Because the City Manager administers the merit bonus program he is not eligible for it. However, the City Manager salary will be reduced each year by the pension obligation transfers and the work furlough.

### Town Fiscal Impact

The *work furlough* saves the Town \$14,213 in salary over the four days.

The cost savings for *retiree medical* is prospective. The cost savings would be realized only when and if any future employees retire from Town employment and CalPERS concurrently. It does not have an impact on current staff (except the Finance Director and City Manager).

The *flexible benefit caps* establish a maximum contribution for the Town toward medical, dental, and vision plans. In 2013, the cost savings to the Town is \$2,080 per month or \$24,960.

The Town saves on *retirement contributions* on behalf of the employees in the same percentage of payroll adjusted each year. In 2013, the Town will save 2% of payroll (\$24,637). This is offset by the 2% merit program allocation. In 2014, the Town will save an additional 2% of payroll for a total of 4% (5% sworn) - again offset by 2% for the merit program (\$27,729). In 2015, the Town will save the full 7% for local miscellaneous and 9% for sworn – again offset by 2% for the merit program (\$40,047). Over the three years of the CalPERS liability transfer and merit program the Town will save \$92,413.

**Resolution 12-xx**  
**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON**  
**ADOPTING SALARIES AND BENEFITS FOR UNREPRESENTED STAFF**

The City Council of the Town of Atherton hereby resolves as follows:

**WHEREAS**, Attachment A to this Resolution specifies terms and conditions of employment for Unrepresented Employees, and

**WHEREAS**, it is the intent of the Council that this resolution serve in lieu of a Memorandum of Understanding for unrepresented employees for purposes of defining and affording rights as outlined in this Resolution; and

**WHEREAS**, it is the intent of the Council that the rights as outlined in this Resolution be effective October 1, 2012 and remain in effect until superseded; and

**WHEREAS**, in arriving at the various term and conditions in the Resolution, the Council assumed that they were based on a three-year term; however, the Council also recognizes that this Resolution may be amended in the future at any time, including prior to the expiration of the three-year period based in the discretion of the Council at that time.

**Now, therefore, be it resolved by the City Council of the Town of Atherton** that the salaries and benefits of the Unrepresented Employees of the Town of Atherton shall be as stated in Attachment A, effective October 1, 2012.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 28<sup>th</sup> day of November, 2012, by the following vote:*

**AYES:**            **COUNCILMEMBERS:**  
**NOES:**           **COUNCILMEMBERS:**  
**ABSENT:**        **COUNCILMEMBERS:**

\_\_\_\_\_  
William R. Widmer, MAYOR  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William B. Connors, City Attorney

**ATTACHMENT A**

**Resolution No. 12-XX**

**TOWN OF ATHERTON**

**Unrepresented Employees Salary & Benefit Resolution**

**GENERAL PROVISIONS:**

The following salary and benefit programs shall apply to all local miscellaneous and safety employees in the classes and at the levels noted herein. It is intended that this Resolution serve in lieu of a Memorandum of Understanding for unrepresented employees for purposes of defining and affording rights as outlined in this Resolution.

1. **TERM:** This Resolution shall be effective October 1, 2012 and remain in effect until superseded. As a practice, this Resolution may be returned annually to the City Council for review and modification as the Town's fiscal condition and/or employment needs dictate.

**TOWN OF ATHERTON  
MONTHLY SALARY COMPENSATION**

<b>JOB DESCRIPTION</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>
<b>DEPARTMENT HEADS</b>				
Finance Director	12,081.31	12,685.37	13,319.64	13,985.63
Police Chief	12,328.54	12,944.97	13,592.21	14,271.82
Public Works Director	12,153.03	12,760.68	13,398.71	14,068.65
City Clerk	7,993.75	8,393.43	8,813.10	9,253.76
<b>MID-MANAGEMENT</b>				
Police Lieutenant	10,221.64	10,732.72	11,269.36	11,832.82
Associate Engineer	7,133.10	7,489.75	7,864.24	8,257.45
Public Works Superintendent	9,409.58	9,880.06	10,374.07	10,892.77
<b>CONFIDENTIAL</b>				
Accountant	5,777.35	6,066.21	6,369.52	6,688.00
Executive Assistant to the Police Department	5,813.63	6,104.31	6,409.52	6,730.00
Office Specialist	4,526.54	4,752.87	4,990.51	5,240.04

2. **COVERED CLASSIFICATIONS:**

Non-Management, Confidential

Accountant

Executive Assistant to the Police Department

Office Specialist

Mid-Management

Associate Engineer  
Police Lieutenant  
Public Works Superintendent

Department Heads

City Clerk  
Finance Director  
Police Chief  
Public Works Director

3. **HOURS OF WORK:** The standard workweek for employees occupying full-time positions consists of forty (40) hours in any seven (7) day period. The workweek begins at 12:01 A.M. Sunday and ends 11:59 P.M. the following Saturday. The City Manager shall designate shift schedules for all employees with due regard for the convenience of the public and the laws of the State and the needs of the Town. The Town reserves the right to consider changes to the standard workweek to facilitate adjustments to Town Hall operating hours.
4. **FLEXIBLE SCHEDULES:** At the request of the Department Head and following review and approval by the City Manager or his/her designee, a flexible work schedule may be implemented for employees covered by this Resolution. The City Manager's evaluation shall give consideration to the needs of the Department/Employee as well as the desire of the City Council to continue to provide all Town services on a schedule that is conducive to providing uninterrupted service to its residents throughout the week.

Each flexible schedule approved shall be evaluated by the City Manager or his/her designee no later than six months following its implementation. The purpose of the evaluation will be to determine if it is in the best interests of the Town of Atherton to continue the flexible schedule, or any modifications to the schedule that would be necessitated by the City Manager's evaluation.

5. **WORK FURLOUGH:** As a result of the Town's fiscal condition, for Fiscal Year 2012-2013 and subsequent fiscal years until rescinded by the City Council, the work days between Christmas Day and New Year's Day shall be an unpaid furlough week for all non-essential personnel as determined by the City Manager. Essential personnel may include, but not be limited to Police, Public Works, and Administrative personnel required to meet the needs of the community as determined by the City Manager. Employees may use accrued vacation or personal holiday time during this period.

## COMPENSATION

6. **SALARY:** There shall be no increases to the base salaries identified in this resolution, unless adopted pursuant to a subsequent resolution.
7. **WAGES – PROGRESSION WITHIN STEPS:** Employees are eligible to progress from Step A to Step B six (6) months after their hire date or date of entry into the job

classification, provided they have received a satisfactory performance evaluation conducted by their supervisor. Thereafter, employees may progress between steps B through D twelve (12) months after date of entry into the previous step provided they have received a satisfactory evaluation.

8. **MERIT BONUS PROGRAM:** The City Manager shall implement a merit bonus program based on a 2% salary merit pool authorized by the City Council as part of the Annual Budget. The pool amount will be 2% of base salary for all budgeted positions covered by this resolution. The City Manager has the authority to issue merit based bonuses up to the amount of the pool annually based on specified criteria. Merit bonus allocations should be paid on a semi-annual basis, no later than December 31<sup>st</sup> and June 30<sup>th</sup>. The merit bonus allocation is considered a one-time extra compensation and not subject to CalPERS reporting.
9. **OVERTIME:** All non-management, confidential employees are subject to and shall receive when appropriate, overtime compensation in accordance with the provisions of the Fair Labor Standards Act and California labor laws. Mid-management and Department Heads are exempt from overtime.

All compensable overtime must be authorized by the Department Head or designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

Any authorized time worked in excess of forty (40) hours in the applicable designated FLSA workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1½) times the employee's regular rate of pay. Compensatory time off may be taken in lieu of overtime payment. For purposes of this section, Overtime, as defined in applicable state or federal law, the term "time worked" excludes time in paid status but not worked (e.g. paid sick, vacation, holiday, disability or other compensatory time off.) Compensatory time off shall be at a time mutually agreeable to the employee and the Department Head. Compensatory time off which accrues in excess of forty-eight (48) hours will be liquidated by monetary payment during the month of October. An employee shall not be required to reduce a scheduled workday in whole or in part to avoid the payment for overtime worked on another scheduled work day.

10. **PAY FOR TEMPORARY OR INTERIM APPOINTMENT TO A HIGHER CLASSIFICATION:** An employee who is temporarily appointed and performs the work of a position in a higher classification temporarily vacated by its incumbent either covered by or outside of employees covered by this resolution for more than five (5) consecutive workdays shall be paid five percent (5%) above the regular rate he or she received in his or her regular lower classification for such time as working out of class. However, if the position in the higher classification is vacant (has no incumbent) and the employee is given an interim appointment to such position pending the permanent filling of such position, he or she shall be paid five percent (5%) above the regular rate he or she received in his or her regular lower classification, or the rate of the first step of the range assigned to the higher classification, whichever is greater for the period of time working

in that position. In no event shall such pay exceed the maximum of the range of the classification in which the employee is temporarily assigned. Payment shall commence with the first (1st) workday of the temporary or interim assignment and shall continue, including holidays, during the period of temporary or interim assignment. Such appointment shall be in writing by the Department Head and approved by the City Manager or his designated representative; however, any appointment to a temporary Department Head classification shall be approved by the City Manager. Only the City Council may authorize a temporary appointment to the position of City Manager.

## **PAID LEAVES**

11. **LEAVES COVERED UNDER STATE AND FEDERAL LAW AND ADMINISTRATIVE POLICIES:** In addition to the paid leave provisions outlined below, the Town shall provide leave pursuant to adopted Town Administrative Policies and consistent with state and federal law, these shall include but not be limited to leave for Jury Duty, Voting, Military Leave, Pregnancy Disability, and Family Medical Leave.
12. **ADMINISTRATIVE LEAVE:** In recognition of the hours required to accomplish the requirements of each management position (defined as Department Heads and mid-management), including the attendance at numerous meetings outside normal working hours, each Management Employee shall be granted forty (40) hours of Administrative Leave per fiscal year. Management employees may accumulate a maximum of 60 hours of Administrative Leave. No cash out of Administrative Leave shall be allowed. Administrative leave does not apply to non-management, confidential employees.
13. **HOLIDAYS:** The following holidays will be observed by all employees.
  - January 1, New Year's Day
  - Third Monday in January, Martin Luther King, Jr. Day
  - Third Monday in February, President's Day
  - Last Monday in May, Memorial Day
  - July 4, Independence Day
  - First Monday in September, Labor Day
  - Second Monday in October, Columbus Day
  - November 11, Veteran's Day
  - Fourth Thursday in November, Thanksgiving Day
  - Fourth Friday in November, Day after Thanksgiving Day
  - December 25, Christmas Day

Additionally, employees shall receive a personal holiday on a date to be determined by the employee subject to the approval of the City Manager or his/her designee. This holiday will be credited to the employee's vacation bank each January.

If any of the regular holidays (excluding personal holidays) falls on a Saturday, the Friday preceding shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

14. **VACATION LEAVE:** Except as limited by this section, all employees in full-time positions shall accrue Vacation Leave on each pay period prorated based on the following annual rates while in paid status:

- Less than three years of service - 80 hours per year.
- Three years of service to eight years of service- 120 hours per year.
- Eight years of service and above- 160 hours per year.

Vacation can only be accumulated to two times the employee's annual accrual rate, but not to exceed a total of 240 hours. If the employee's balance exceeds 240 hours, they shall not accrue any new vacation leave until their balance is 240 hours or less.

Employees shall be allowed to have the Town buy back accrued vacation once each fiscal year, with the approval of the City Manager, under the following terms:

- a) To be eligible to sell back vacation time, an employee must have a minimum balance of 60 hours of annual vacation accrual after any buy back.
- b) A maximum of five (5) days of buy back may be purchased by the Town per year per employee.
- c) Employees must request a vacation buy back prior to June 1st of each year.
- d) The vacation buy back program shall be suspended during any declared fiscal emergency.

15. **SICK LEAVE:** The Town shall provide each employee in paid status with paid sick leave at the rate of eight (8) hours per month (3.69 hours per pay period). There shall be a cap of 960 hours of sick leave accrual. For those employees whose balance now exceeds the cap, no further sick leave shall accrue until their balance is below the cap.

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

16. **BEREAVEMENT LEAVE:** An employee shall be allowed paid leave for not more than five (5) working days when absent because a death has occurred in their immediate family as defined within the Town's Administrative Policies. .

## **BENEFIT PROGRAMS**

The following benefits are provided to employees covered by this resolution. Benefit programs are not considered vested rights and may be subject to change. It is the intent of this Resolution that covered employees receive the same general benefits as other employees in similar department units.

17. **PUBLIC EMPLOYEES' RETIREMENT SYSTEM:** All full-time employees are enrolled in the California Public Employees Retirement System (CalPERS), as amended by AB 340 of 2012, in lieu of Social Security coverage. All local miscellaneous

employees hired before the effective date of this resolution shall continue to be enrolled in the 2% at 55 retirement benefit plan. The Town hereby creates a Tier 2 Local Miscellaneous Retirement Program applicable to all miscellaneous employees hired after the effective date of this resolution and following any required notice by CalPERS. Tier 2 employees shall be enrolled in the 2% at 62 retirement benefit plan and be subject to the three year average basis for determining the pension benefit levels. All Tier 2 local miscellaneous employees shall contribute the full required employee contribution.

All public safety employees covered by this resolution shall continue to be enrolled in the 3% at 50 retirement benefit plan subject to the highest one year of service. The Town hereby creates a Tier 2 Public Safety Employee Retirement Program applicable to public safety employees subject to this resolution. Any such public safety employee hired after the effective date of this resolution and following any required notice by CalPERS, shall be enrolled in the 2.7% at 57 retirement benefit plan, and be subject to the highest three years average basis for determining the pension benefit level. All Tier 2 public safety employees shall contribute the full required employee contribution.

The Town will continue to offer the voluntary salary reduction option offered by Section 414H2 of the IRS Code and the Public Employees Retirement System.

**RETIREMENT CONTRIBUTIONS:** Effective the first full pay period following adoption of this resolution by the City Council, all Tier 1 local miscellaneous employees shall assume payment of 2% of the required employee retirement contribution and the Town shall contribute the remainder. Effective the first pay period after July 1, 2013, Tier 1 employees shall pay the 4% of the required employee retirement contribution and the Town shall contribute the remainder. Effective July 1, 2014, Tier 1 employees shall pay the full required employee retirement contribution.

Effective the first full pay period following adoption of this resolution by the City Council, all Tier 1 safety employees covered by this resolution shall assume payment of 2% of the required employee retirement contribution and the Town shall contribute the remainder. Effective the first pay period after July 1, 2013 Tier 1 safety employees shall pay the 5% of the required employee retirement contribution and the Town shall contribute the remainder. Effective July 1, 2014, Tier 1 safety employees shall pay the full required employee retirement contribution.

18. **HEALTH PLAN CONTRIBUTIONS:** The Town provides medical and hospitalization care benefits through the CalPERS Health Plan Program to the extent not supplanted by any mandated federal health coverage plan. For any CalPERS Health Plan Program, the Town shall pay the minimum amount required by law toward the monthly premium for hospital and medical care benefits under the CalPERS (PEMHCA) Health Plan referred to as the minimum employer contribution (MEC). Any remaining premium shall be paid by the employee either through the Section 125 Plan (described below) or payroll deduction or a combination thereof unless replaced by a federally mandated health coverage plan. The Town reserves the right to modify the health insurance programs offered to its employees.

19. **DOMESTIC PARTNER COVERAGE:** The Town will provide domestic partner medical coverage to the extent and in the manner which CalPERS health plan carriers or federal law allow for the domestic partner's enrollment.

20. **IRC SECTION 125 FLEXIBLE BENEFIT PLAN:**

A. The Town will continue to provide a Flexible Benefits plan, subject to the requirements and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for PEMHCA medical premiums, eligible dependent care expenses, eligible uninsured medical expenses, or a combination thereof.

B. Effective January 1, 2013, the Town shall contribute each month up to the amounts listed below, based on the employee's level of medical plan enrollment, to each active employee's IRC section 125 Plan account. The benefit allowance is to be used to offset the costs of the employer provided medical, dental and vision insurance premiums. An employee may not use the allowance for other reasons. These amounts may be adjusted by the City Council in superseding resolutions.

- \$750 for employee only,
- \$1400 for employee plus one dependent,
- \$1600 for employee and two or more dependents

C. Any increases to premiums by providers will not cause the benefit allowance contributions above to be modified.

D. Any amount remaining after the Employee has designated the portions of his or her IRC Section 125 plan contribution amount for the purposes described in this section above will be deemed forfeited.

E. Any Employee that enrolls in a Medical, Dental or Vision plan that has a higher premium than the benefit allowance, as stated above, will pay the difference via pre-tax payroll deductions.

F. Procedures for the administration of the Section 125 Plan shall be determined by the Town. The Town shall assume the administrative cost for the Plan.

21. **ALTERNATE MEDICAL BENEFIT PROGRAM:** Eligible employees who are covered by health insurance coverage through their spouse or other source with benefits comparable to those provided through Town sponsored plans may waive or decline coverage under the Town sponsored plans. The employee must provide proof of medical insurance to the Town. The Town will pay such employee the lesser of 50% of the benefit contribution for which the employee is eligible or \$300 per month, unless this provision is removed pursuant to compliance with any federally mandated healthcare program.

Re-enrollment in the Town sponsored CalPERS (PEMHCA) Plan is subject to the limitations and exclusions time period instituted by CalPERS. Employees are eligible to

reenroll during the CalPERS open enrollment period. Upon the effective date of reenrollment, payments pursuant to this section cease.

22. **RETIREE MEDICAL:** Current employees shall receive retirement medical benefits as provided under the contract in effect when they were hired.

The Town's maximum contribution for retiree medical, for employees who are hired after July 1, 2009, but prior to the effective date of this resolution, shall be the Employee Only rate for Kaiser.

Employees hired after the effective date of this resolution shall not be entitled to Town-paid retiree medical.

**LIFE INSURANCE:** The Town will provide employees paid term life/accidental death and dismemberment insurance in the following amounts:

Non-Management Confidential: \$50,000  
Department Head & Mid-Management: \$100,000  
Police Chief & Police Lieutenant: \$140,000

23. **EMPLOYEE ASSISTANCE PLAN:** The Town will continue its program for psychological counseling to covered employees and dependents, with total Town expenditures not to exceed \$3,000 per employee and family visits in any fiscal year for payment of up to six professional psychological sessions each year. Operation of the Employee Assistance Plan is subject to the City Council's funding of the plan within any fiscal year budget.
24. **LONG TERM DISABILITY INSURANCE (LTD):** Coverage for this Town-paid insurance is up to 67% of monthly earnings to a maximum of \$6,000 per month. This insurance becomes effective the first day of the month following date of employment subject to the terms and provisions contained in the policy. The waiting period following a disabling event is sixty (60) days. An employee does not accrue sick or vacation leave while on Long Term Disability absence.
25. **DEFERRED COMPENSATION:** Employees are eligible to participate in Deferred Compensation Plans offered by the Town.
26. **SHORT-TERM DISABILITY INSURANCE (STD):** Town-paid Short Term Disability Insurance can only be utilized after an employee has exhausted all of their available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500 per week.
27. **FLEXIBLE SPENDING PLAN:** Regular full-time employees may enroll in this IRC section 125 plan and take advantage of tax benefits as they pertain to medical and dependent care. Employees enroll upon employment and annually thereafter in the month of January.

28. **AUTOMOBILE PROVISION/MILEAGE REIMBURSEMENT:** Employees provided with a Town vehicle for the purposes of commuting to and from work and/or for use while on duty shall not be eligible for mileage reimbursement. Employees required to use their personal vehicle in the performance of their job will be compensated for mileage at the current Internal Revenue Service rate.
29. **TUITION REIMBURSEMENT:** The Town shall establish an \$8,000 annual educational reimbursement fund. The Town will reimburse employees who successfully complete courses approved in advance by the City Manager that will be beneficial to the employee in the course and scope of their job, in an amount up to \$1,000 per employee per fiscal year until the fund is depleted. Operation of the tuition reimbursement program is subject to the City Council's funding of the program within any fiscal year budget.
30. **WORKERS' COMPENSATION INSURANCE:** The Town shall provide Workers' Compensation Insurance as required by law with the premiums paid entirely by the Town.
31. **GENERAL PROVISIONS:** It is understood that federal law, state law, Town ordinances, Town Personnel Rules and Procedures, written departmental policies, and written administrative policies determine procedures and policies relating to the terms and conditions of employment, except as provided by this Resolution. Any and all prior provisions applicable to the positions covered under this Resolution that are contained in any but the aforementioned sources and in this Resolution are hereby declared null and void.
32. **DURATION:** Upon adoption, this Resolution shall be effective October 1, 2012, and remain in effect until superseded..

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The provisions of this Resolution supersede and terminate any and all prior or existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence, whether formal or informal, regarding the compensation, benefits and terms and conditions of employment with respect to the employees covered by this Resolution, to the extent that those items are inconsistent with the terms of this Resolution.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER, GEORGE RODERICKS**

**FROM: NEAL J. MARTIN, TOWN PLANNER  
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**DATE: FOR THE MEETING OF NOVEMBER 28, 2012**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH  
LAMPHER-GREGORY FOR PREPARATION OF AN ENVIRONMENTAL  
IMPACT REPORT AND REIMBURSEMENT AGREEMENT WITH MENLO  
SCHOOL AND MENLO COLLEGE**

#### **RECOMMENDATION:**

Approve the attached:

1. Professional Services Agreement with Lamphier-Gregory for the preparation of an Environmental Impact Report for the Menlo School and Menlo College Cartan Field Upgrade Project.
2. Reimbursement Agreement with Menlo School and Menlo College for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Cartan Field Upgrade Project.

#### **BACKGROUND and DISCUSSION:**

Menlo School and Menlo College are in the process of planning for the comprehensive replacement and upgrade of the jointly-owned and operated athletic facilities at Cartan Field. In order to proceed with the project the Schools will need to make application and receive approval for a Conditional Use Permit from the Atherton Planning Commission.

Prior to acting on the Conditional Use Permit, the Planning Commission is required to identify and analyze any potential adverse environmental effects of the proposed project. To complete this analysis, this project requires an Initial Study and Environmental Impact Report.

The Cartan Field Upgrade Project (“The Project”) as currently conceptualized, consists of a complete reconstructing of the two baseball fields and related facilities, construction of a new aquatics center for use by Menlo School, ten tennis courts, a multi-use field for football, lacrosse and soccer, related spectator stands and facilities for each venue, and new parking for 168 cars.

The Town of Atherton is the Lead Agency in the environmental review process since it will be reviewing and potentially issuing the primary permits for the proposed project. There may be other Responsible Agencies, for example the Menlo Fire Protection District if there are permits required to be issued by that agency. As the Lead Agency, Atherton is required to prepare or cause to be prepared, any environmental documents required by law to be completed prior to Town review of the Conditional Use Permit or other discretionary permits

At the request of Menlo School and Menlo College, Planning Staff sent out requests for proposals to five qualified consulting firms to perform environmental services in connection with the proposed project. Four firms responded with proposals. Interviews of the four firms were conducted on October 24 and November 5, 2012. Town Planner Neal Martin, Public Works Director Mike Kashiwagi and Deputy Town Planner Lisa Costa Sanders conducted the interviews together with a representative of Menlo School and Menlo College. Although Town Staff reserved the right to make the final recommendation, there was unanimous consensus to recommend Lamphier-Gregory as the Town’s consultant. Lamphier-Gregory had the strongest management and presentation skills of the consultants interviewed. They also proposed to collaborate with Crane Transportation Group on the traffic portion of the project. Crane Transportation had the depth of experience and strong presentation skills needed to round out the team.

All costs associated with the preparation of environmental documents will be borne by Menlo School and Menlo College. The total agreed budget for Lamphier-Gregory is \$197,328. Town costs are estimated at an additional \$30,000 to \$40,000. The applicant will deposit the full amount of the budget prior to any authorized work.

The Professional Services Agreement is in a form that the Town has used in the past. The Agreement is a time and materials agreement with an established maximum that will be based on the agreed budget. Since environmental services contracts often require additional time due to unanticipated issues arising during the research and analysis phase, a 20% contingency has been included in the contract.

The City Council has requested assurances that the project applicant will reimburse the Town for all consultant and staff costs expended by the Town related to environmental and land use entitlement services. To meet this concern, staff has prepared the attached Reimbursement Agreement setting out the parameters and process for reimbursement. The agreement provides for a \$30,000 deposit with provisions for additional deposits should the costs exceed \$30,000.

The Reimbursement Agreement has been reviewed and approved by the City Attorney.

**FINANCIAL IMPACT:**

All costs of the services will be paid for by Menlo School and Menlo College. Costs for staff time associated with the project will also be paid for by Menlo School and Menlo College through deposits with the Town Finance Department.

**FORMAL MOTION:**

I move that the City Council approve the Professional Services Agreement with Lamphier-Gregory for the preparation of an Environmental Impact Report for the Menlo School and Menlo College Cartan Field Upgrade Project and authorize the City Manager to sign the Agreement. I further move that the City Council approve the Reimbursement Agreement with Menlo School and College for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Cartan Field Upgrade Project and authorize the City Manager to sign the Agreement.

Prepared By:

Approved by:

\_\_\_\_\_  
Neal J. Martin, Town Planner

\_\_\_\_\_  
George Rodericks, City Manager

Attachments:

1. Draft Professional Services Agreement
2. Draft Reimbursement Agreement
3. Lamphier-Gregory, *EIR Proposal for Cartan Field Upgrade Project, Town of Atherton, November 9, 2012*

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 28th day of November, 2012 by and between the TOWN OF ATHERTON ("Town") and LAMPHIER-GREGORY ("Consultant").

### RECITALS

WHEREAS, Town desires to obtain professional environmental analysis and reporting services in connection with the proposed Cartan Field Upgrade Project; and issued a Request for Proposals with requirements (Exhibit F); and

Whereas Consultant responded to this RFP with its proposal and plan to fulfill all required aspects of the required work (Exhibit E); and

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, all of the costs associated with this Agreement shall be paid out of a deposit made to the Town by **Menlo School and Menlo College**; and

WHEREAS, the above cited deposit is made pursuant to a Reimbursement Agreement between the Town and **Menlo School and Menlo College** that provides for reimbursement of environmental consultant and Town staff services; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

### AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his designee shall represent Town for all purposes under this Agreement as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant hereby assigns Scott Gregory, Principal to have overall responsibility for the progress and execution of this Agreement, he agreed to be a key person and not subject to change or substitution without the written permission of the Project Manager, and his agreements are binding;

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its Project Manager may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, and if the amount of time required to perform the amended Scope of Work exceeds that set forth in this Agreement, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Project Manager. Failure of Consultant to secure the Project Manager's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of compensation.

B. Time of Performance. The Services are to commence on or after November 29, 2012 and must be completed not later than December 31, 2013. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager. Any changes to the Schedule of Performance required by the Project Manager made in good faith shall not result in any changes in compensation due Consultant, and Consultant agrees to hold harmless and indemnify Town from any damages as a result of any such extension of the Schedule of Performance.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the highest standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory or incomplete work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly invoices reflecting work performed since the last payment or after submission of the initial invoice in the first instance. Town shall make payment in full, within thirty (30) days after approval of the invoice by the Project Manager which shall not be unreasonably withheld.

B-1 Audit right. Town shall have up to 24 months following completion of this contract for the purposes of auditing supporting records for any invoice period. Any such audits will be announced and scheduled within two weeks of notification of intent to audit by Town. Similarly, Town reserves the right to dispute any bills for that period should it find

issues with supporting documentation. Any disputes shall be in writing and shall be addressed and resolved within 30 days of date of notice.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization from the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in and owned by Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the express written consent of Town. Basic sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitation on their use. Consultant may retain copies of the above-described information but agrees not to disclose any information gathered, created or generated in any way as part of this Agreement without the written permission of the Project Manager.

A. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town. All consultants, specialists, or experts approved by Town are listed in Exhibit D, and such persons are hereby agreed to be key persons and not subject to change or substitution without the written permission of the Project Manager.

8. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm or any person, consultant, or entity, has, or shall acquire any interest in the Library project, including any subsequent phase of design of the project, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by it as an officer,

employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

9. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

10. Indemnity. Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation and creation of liability is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

11. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town, and Consultant, its officers, employees and agents shall not have any power to bind or commit Town contractually or financially.

12. Compliance with Laws.

A. General. Consultant shall exercise the highest standard of professional care in complying with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee 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 it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

F. Town is not Liable for schedule or cost impacts. Town is not Liable for schedule or cost impacts due to its delays in meeting its obligations\_(other than payments) unless Consultant provides written notification to Town of its schedule impact at least 5 working days in advance of any critical path item.

G. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

14. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately permit this Agreement to be deemed void.

15. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be

recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager

16. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to secure and maintain for the duration of this Agreement, a General Liability insurance policy insuring it in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to secure and maintain for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff in an amount not less than One Million Dollars (\$1,000,000.00 ) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall secure and maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on an occurrence basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant.

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only with respect to work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other

insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements reflecting coverages required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, delivered to Town. Current certification of such insurance shall be kept on file by the Project Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII or as otherwise approved by the Project Manager.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the required insurance coverage.

#### 17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.



23. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to either charges for services, expenditures, and/or disbursements charged to Town for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office.

24. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

25. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

26. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

27. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

28. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

29. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts
- E. Exhibit E Proposal
- F. Exhibit F RFP

30. Execution. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

32. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

33. Order of Precedence: This Agreement, RFP, Consultant's Proposal

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF ATHERTON

CONSULTANT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:

Date:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

Date:

ATTEST:

By: \_\_\_\_\_

City Clerk

EXHIBIT A  
Scope of Work

**EXHIBIT B**

**Schedule of Performance**

EXHIBIT C  
Compensation

## EXHIBIT D

### Consultants, Specialists, or Experts

Crane Transportation Group  
Mark D. Crane, Principal  
2621 E. Windrim Court  
Elk Grove, CA 95758

Environmental Vision  
Marsha Gale, Managing Principal  
2550 Ninth Street, Suite 205  
Berkeley, CA 94710

Rosen, Goldberg, Der & Lewitz  
Harold Goldberg, Principal  
1100 Larkspur Landing Circle #375  
Larkspur, CA 94393

Zander Associates  
Leslie J. Zander, Principal Biologist  
150 Ford Way  
Novato, CA 94945

HortScience, Inc.  
Deanne Ecklund, Consulting Arborist, Horticulturist  
325 Ray Street  
Pleasanton, CA 94566

EXHIBIT E

Proposal

EXHIBIT F

RFP

**Reimbursement Agreement  
With Menlo School and Menlo College for the Cartan Field Upgrade Project**

This Reimbursement Agreement (this "Agreement") is entered into effective as of the 28th day of November, 2012 (the "Effective Date") by and between the TOWN of Atherton, a California Municipal Corporation (referred to as "TOWN") and Menlo School and Menlo College as joint and severally liable (referred to as "SCHOOLS").

**RECITALS**

- A. SCHOOLS are in the process of preparing plans for the reconstruction and upgrade of the jointly-owned Cartan Field. In order to proceed with such a project SCHOOLS will need to make application and receive approval for a Conditional Use Permit from the Atherton Planning Commission. SCHOOLS may also make other applications to the TOWN during this process.
- B. SCHOOLS acknowledges that TOWN's processing of the project applications are for SCHOOLS' benefit and agree to reimburse TOWN for all costs associated with preparing environmental studies and documents, processing its project applications, including but not limited to TOWN staff time, outside consultants, and legal costs, in accordance with the terms of this Agreement.

NOW, THEREFORE, TOWN and SCHOOLS agree as follows:

- 1. Reimbursement of Costs. SCHOOLS shall reimburse TOWN for the following costs that are incurred in preparing environmental studies and documents, processing the project applications, managing the project applications, and completing the entitlement review process:
  - a. All actual costs incurred for services rendered by Lamphier-Gregory (L-G) and their subconsultants in connection with the preparation of environmental studies and documents as generally outlined in the L-G proposal dated November 9, 2012. Total cost estimate is \$197,328.
  - b. All actual TOWN staff costs, and TOWN Attorney or outside legal costs, estimated to be between \$30,000-\$40,000. TOWN shall calculate staff time at rates established by City Council Resolution and published on the TOWN website.
- 2. Deposit. Within fifteen (15) calander days of executing this Agreement, SCHOOLS agree to deliver to TOWN the sum of Two Hundred Twenty Seven Thousand Three Hundred Twenty Eight Dollars (\$227,328.00) as the estimated deposit for the work to be performed by TOWN and its consultant or consultants (referred to as the "Deposit"). TOWN and SCHOOLS acknowledge that this Deposit amount may be only an initial payment and may not be sufficient to cover the anticipated actual cost of consultant services and TOWN's staff costs and attorneys' fees. TOWN may use the Deposit to pay the amounts described in Section 1.
- 3. Additional Deposit. Should the City Manager determine that the Deposit amount is insufficient to pay for the cost of URS and or Town staff services, he shall immediately notify SCHOOLS that addition funds will be needed. SCHOOLS shall submit funds to

TOWN in sufficient amounts to increase the Deposit by the amount estimated by the City Manager within fifteen (15) calendar days of receipt of written notice from TOWN that the Additional Deposit amount is necessary. If SCHOOLS fail to submit funds to TOWN in sufficient amounts to increase the Deposit amount to the amount requested by the TOWN within 15 calendar days of TOWN providing written notice that the Additional Deposit amount is necessary, TOWN will notify its consultants to stop work and will suspend processing permit applications until SCHOOLS provide adequate funds to increase the Deposit amount to at least the amount requested by the TOWN.

4. Disposition of Deposit. Thirty days after applicant has obtained all land use entitlements including all necessary environmental studies and reports, and TOWN has verified that all of the costs in Section 1 have been paid, TOWN shall refund the remaining Deposit amount to SCHOOLS. If upon completion of TOWN's land use entitlement process the Deposit amount is insufficient to cover all of the costs described in Section 1, SCHOOLS will promptly pay the remaining balance to TOWN. TOWN shall not issue final approval certificate documents until all monies due are paid.
5. Monthly Invoices. TOWN shall provide SCHOOLS with monthly invoices for work performed under this Agreement. Such invoice must provide sufficient detail from which SCHOOLS may confirm who performed the services, the nature of the work performed, the hours worked, the rate charged to the TOWN, and that the services were reasonably and directly related to the review and processing of SCHOOLS' project.
6. Condition Precedent and Failure to Pay. As long as SCHOOLS maintain the Deposit and reimburses TOWN for the costs of consultant work, processing, and coordinating, as outlined in this Agreement, TOWN shall perform those functions described herein. SCHOOLS acknowledge that failure to pay said amounts when due under this Agreement shall result in the inability of the TOWN to complete its required activities and will result in the immediate cessation of any work in progress and the subsequent inability of the TOWN to continue processing said work.
7. Termination. Should SCHOOLS withdraw its applications, it may terminate this Agreement by providing notice in the manner indicated below. SCHOOLS shall be responsible for the payment of Consultant's and TOWN's cost for all work performed up to and including the date of termination. Any additional unexpended funds deposited with TOWN pursuant to this Agreement shall be returned to SCHOOLS.
8. Indemnity. TOWN shall have no liability for any loss, cost, expense, or damage, direct or indirect, to SCHOOLS on account of any act or omission of any consultant or on account of the quality, content, or conclusions of the materials prepared by any consultant engaged by TOWN pursuant to this Agreement. To the fullest extent permitted by law, SCHOOLS agree to defend, indemnify, and hold harmless TOWN and its officials, agents, officers, and employees, with counsel acceptable to TOWN, from any claim, action, or proceeding against TOWN or its officials, agents, officers, or employees involving the work of TOWN and its consultant pursuant to this Agreement, including but not limited to any claims, actions, or proceedings to attack, set aside, void or annul an approval of TOWN, any advisory agency, appeal board, or legislative body, which claim, action or proceeding is brought within the time period provided for in California law, except to the extent such claims arise from TOWN's sole or willful negligence. TOWN will promptly notify SCHOOLS of any claim,

action or proceeding subject to this provision, and will cooperate fully in the defense of any such claim, action, or proceeding.

SCHOOLS further agree to defend, indemnify and hold TOWN harmless and its officials, agents, officers, employees, with counsel acceptable to TOWN, for all costs and expenses, including attorneys' fees, incurred by TOWN or held to be the liability of TOWN in connection with TOWN's defense of its actions in any proceeding brought in any legal challenge including any administrative or State or Federal court action challenging TOWN's actions with respect to SCHOOLS' project.

9. Notices. Any written notice to SCHOOLS shall be sent to:

**Head of Schools  
Menlo School  
50 Valparaiso Avenue  
Atherton, CA 94027**

and:

**President  
Menlo College  
1000 El Camino Real  
Atherton, CA 94027**

Any written notice to TOWN shall be sent to:

City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

with a copy to:

City Attorney  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

10. Time of the Essence. For the purpose of this Agreement and of each provision of this Agreement, time is of the essence.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. This Agreement is not subject to modification except in writing signed by all parties.

12. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
13. Cooperation. Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. The Parties shall act in good faith toward each other and shall act in a fair, diligent, expeditious and reasonable manner, and no Party shall take any action that will prohibit, impair or impede any other Party's exercise or enjoyment of its rights and obligations secured through this Agreement.
14. Relationship of the Parties. SCHOOLS acknowledges and agrees that the work performed by Consultant shall be directed and controlled by the TOWN completely independently of SCHOOLS and that SCHOOLS have no right to direct or control that work.
15. Authorized Signatories. Each of the undersigned hereby warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for whom he/she signs.
16. Governing; Jurisdiction; Venue. This Agreement shall be interpreted under the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of San Mateo, State of California.

**TOWN OFATHERTON**

**SCHOOLS**

**Menlo School**

\_\_\_\_\_  
George Rodericks, City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

**Menlo College**

By: \_\_\_\_\_

\_\_\_\_\_  
Theresa DellaSanta, City Clerk

Its: \_\_\_\_\_

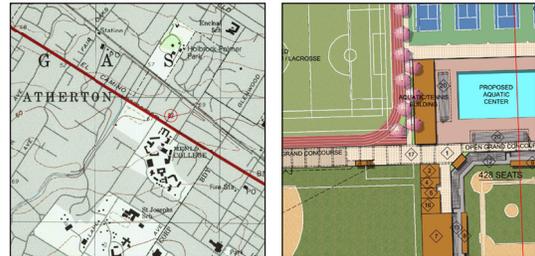
Approved as to form:

\_\_\_\_\_  
William B. Conners, City Attorney



# EIR PROPOSAL FOR CARTAN FIELD UPGRADE PROJECT, TOWN OF ATHERTON

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Revised: November 9, 2012



LAMPHER-GREGORY

IN ASSOCIATION WITH:

CRANE TRANSPORTATION GROUP - ENVIRONMENTAL VISION - HORTSCIENCE  
ROSEN GOLDBERG DER & LEWITZ - ZANDER ASSOCIATES



## PROJECT UNDERSTANDING

### The Project

Menlo College and Menlo School, two independent educational institutions, are seeking approval from the Town of Atherton for a comprehensive replacement and upgrading of the jointly-owned and operated athletic facilities at Cartan Field. Located on the west side of El Camino Real between Alejandra and Isabella Avenues in Atherton, the project would completely reconstruct the two baseball fields and related facilities, construct an aquatics center, ten tennis courts, a multi-use field for football, lacrosse and soccer, related spectator stands and facilities for each of the venues, and a new parking lot for 168 cars. The proposed plan for these facilities has been thoughtfully designed to avoid or minimize potential noise, visual and other impacts on nearby residences.

### The Assignment

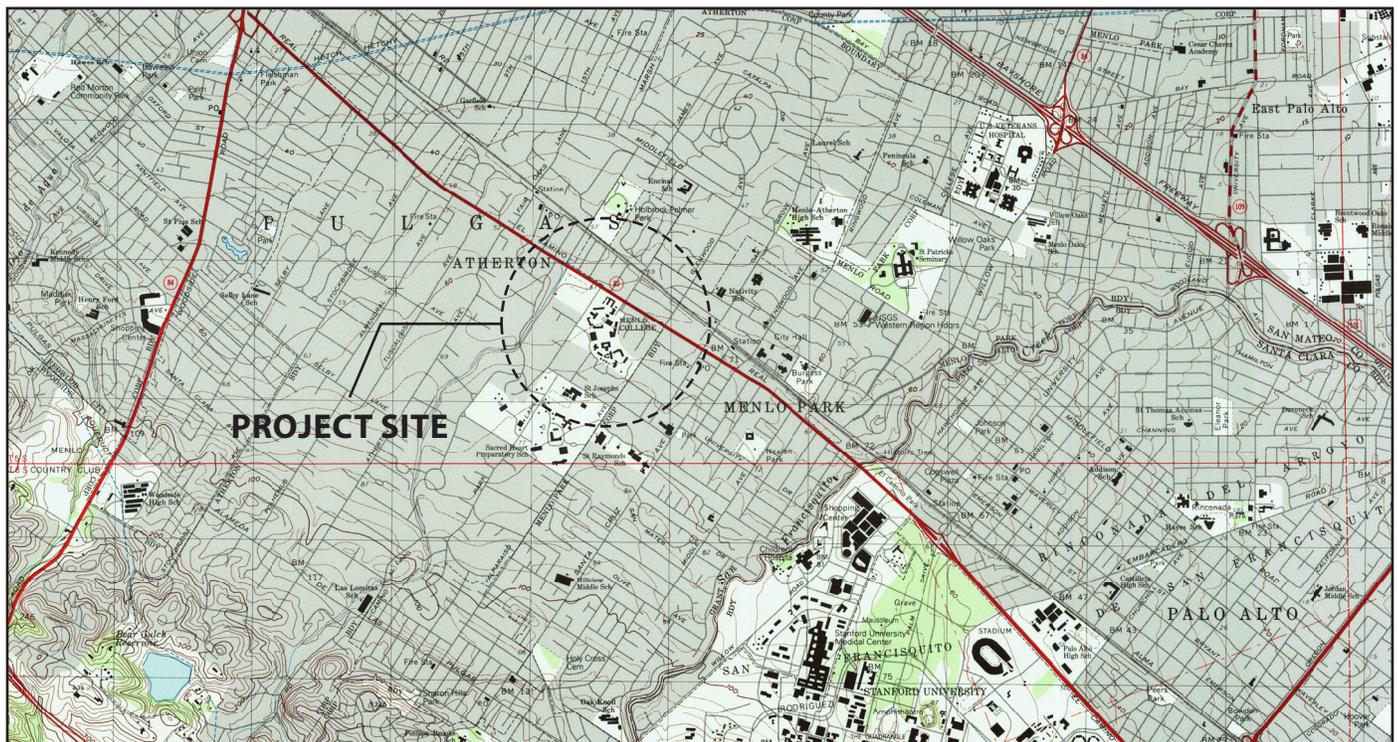
The Town of Atherton is seeking an environmental consultant to undertake required environmental evaluation of the proposed project and to prepare appropriate documentation for compliance with the California Environmental Quality Act (CEQA). As indicated in the Town's Request for Proposals (RFP), the consultant's work will include preparation of an Initial Study and a focused Environmental Impact Report (EIR), all supported by required public notices and hearings.

## Environmental Issues

The RFP indicates that potentially significant impacts might be identified in the Initial Study in the following areas:

- Aesthetics
- Biology (including loss of heritage trees)
- Noise
- Traffic and parking

The existing athletic fields and facilities have been operating at the current location for many years. Soccer, football, lacrosse, baseball and tennis events attract large crowds of participants and spectators. Parking at the existing complex is limited and there is significant spill-over parking into adjacent neighborhoods and on the Menlo School grounds. Adjacent residents to the west and north are understandably sensitive to the kinds of impacts that facilities like these can have. We recognize that there is likely to be a high degree of local interest in the proposed project and in evaluation of its environmental effects.



## APPROACH AND SCOPE OVERVIEW

We will approach this assignment in an orderly step by step manner, as required by CEQA, and consistent with the procedures followed by the Town of Atherton. Our work will proceed generally as follows:

1. At the initial start-up meeting with Town staff, we will agree on our working understanding of the project description, determine appropriate CEQA threshold levels, and finalize the schedule. We will also begin a conversation with Town staff about how to best address non-CEQA-level issues that we anticipate to be of concern to the neighbors. Such issues may include parking, traffic increases that may not trigger CEQA impacts, and noise effects that may be noticeable but not so substantial as to constitute significant CEQA impacts. After the meeting, we and members of our technical team will undertake appropriately scoped studies of environmental factors likely to require the most carefully detailed analysis. These will include:
  - a traffic impact analysis, including an assessment of parking needs relative to the proposal for 168 spaces;
  - an evaluation of future noise levels compared against existing conditions, as experienced at different locations adjacent to the Project site;
  - preparation of technically accurate photo-simulations of the proposed new structures and facilities from representative nearby vantage points;
  - A database search for known cultural resources that might be affected by the project, and
  - A survey of biological resources, including an inventory and assessment of trees that could be affected by the project.

Detailed methodologies for these studies are set forth later in this proposal.

2. As the technical studies are being undertaken, Lamphier-Gregory will prepare an Initial Study that provides setting and environmental impact analysis on all topics required by CEQA. The Initial Study will employ the format consistent with the Environmental Checklist set forth in Appendix G of the State CEQA Guidelines. Discussion of potential impacts in the topic areas being studied in detail will be deferred to the EIR. We will submit an administrative draft of the Initial Study to Town staff for internal review.
3. We will revise the initial draft document in response to comments from Town staff and prepare a version

for public review. The document will be circulated to the public along with a Notice of Preparation (NOP) for an EIR, in accordance with CEQA public notice and distribution requirements.

4. If requested by Town staff, we will attend a public scoping meeting to take input from the public on the scope and study methodologies proposed for the EIR.
5. Following the 30-day public review period for the Initial Study and NOP, we will complete the technical studies and prepare the Draft EIR, as discussed in detail later in this proposal.
6. We will submit an administrative draft EIR to Town staff for internal review and make appropriate revisions, as directed. A public review Draft EIR will be released for a 45-day public review period during which there would be a public hearing before the Town Planning Commission to take comments from the public on the Draft EIR.
7. We will complete the process by preparing responses to all public comments received during the public review period, preparing a Final EIR and a Mitigation Monitoring and Reporting Program, all in accordance with CEQA requirements. After review and sign-off by Town staff, final documents will be prepared and distributed to the public and decision-makers and presented for consideration and further review and recommendation by the Planning Commission and then for certification by the City Council. We will work closely with Town staff throughout the process and will assist, as needed, in preparing staff reports, CEQA Findings and a Statement of Overriding Considerations, if necessary, and filing required notices.

## QUALIFICATIONS AND STAFFING

Lamphier-Gregory is a professional services firm specializing in urban planning, environmental analysis and project management. Our services include preparation of Environmental Impact Reports (EIRs) and other environmental review documents; project review and permit processing; and assistance to local agencies in managing large complex, and controversial projects. Lamphier-Gregory has grown in both size and capability since its inception in 1979. Preparing environmental documents as a prime contractor for cities, counties and other governmental agencies is the firm's primary focus. Typical projects include CEQA and NEPA documents for urban and suburban residential and commercial developments, municipal facilities (e.g. libraries, firehouses, juvenile justice facilities), churches, schools, office buildings transportation projects (e.g., interchange improvements), and industrial projects including gas pipelines and refineries.

The firm is currently staffed with six professional planners who are excellent problem solvers, communicators, and team managers, and – importantly - skillful and efficient writers. Most projects require technical expertise for studies such as traffic or noise impacts, biology or other topics; these are matters for which we subcontract with specialists who have the appropriate level of expertise need for a particular project. Our proposal for the Cartan Field Upgrade Project includes a team of five subconsultants who will work in close coordination with us to produce the EIR.

## Staffing

For the Cartan Field Upgrade Project, the Lamphier-Gregory team will include Rebecca Gorton, Senior Planner, as Project Manager and principal environmental document preparer, under the direction of Scott Gregory, President, and Project Director. Rebecca Gorton will also prepare the air quality and greenhouse gas analyses. Additional support from other staff is available, should it be necessary.

**Scott Gregory** has managed, prepared and peer reviewed a wide variety of environmental documents including EIRs and Initial Studies/Negative Declarations and EIR Addendums for many public and private development projects and for local General Plans and Specific Plans during his 25 + years of professional planning practice. Scott is currently involved with several large-scale CEQA assignments including an EIR for the redevelopment of a major commercial center in Oakland’s Rockridge neighborhood, and an Initial Study/Mitigated Negative Declaration for a mixed-use project in San Francisco involving a medical office building and a 200-unit condominium building. Scott is also leading a team preparing a Specific Plan and EIR for the West Oakland neighborhood and a plan for new sports facilities and related land uses at the Oakland Coliseum complex.

**Nat Taylor** has been with Lamphier-Gregory for approximately 10 years and has been an outstanding addition to the staff, demonstrating an impressive ability to generate superior quality work in a focused and efficient yet forceful manner. Nat was the principal CEQA document preparer for the two studies for a new library in San Lorenzo for Alameda County and for the proposed Alameda County Government Center on a vacant site in north Dublin. Some of Nat’s current work includes an Initial Study/Mitigated Negative Declaration for proposed charter high school in Oakland, coordinating technical studies for a pipeline replacement project for East Bay Municipal Utilities District (EBMUD) and a proposed 15-lot subdivision in the Fairview district of Alameda County.

**Rebecca Gorton** is our in-house Air Quality and Greenhouse Gas expert as well as an accomplished and effective EIR preparer. Rebecca has closely followed the evolution of laws and regulations pertaining to the study of air quality and GHG

<b>Scott Gregory</b> , PRESIDENT	
<b>John Courtney</b> , Senior Planner	
<b>Nathaniel Taylor</b> , Senior Planner	
<b>Rebecca Gorton</b> , Senior Planner	
<b>Kevin Colin</b> , Senior Planner	
<b>Ricardo Bressanutti</b> , Senior Planner	
<b>Britt Hallquist</b> , Business & Finance	

impacts, including health risk assessments, and has stayed current with CEQA requirements and study methodologies. Rebecca is often sought out by clients specifically to prepare technical AQ and GHG studies for environmental documents prepared by others. In addition to her focused work in these technical areas, Rebecca is fully capable of producing EIRs for both large and small projects which she has completed on a number of projects throughout the Bay Area and in some Central Valley communities. For example, Rebecca was the Project Manager and EIR preparer for the Oyster Point Marina project in South San Francisco for the Shorenstein/SKS development and for an Initial Study/MND for a replacement fire station for the Menlo Park Fire Protection District. Rebecca has also prepared a number of EIRs and MNDs for projects in South San Francisco and one in San Carlos.

**Kevin Colin** came to Lamphier-Gregory with over nine years of public sector planning experience in the City of Ventura where he gained extensive and comprehensive skills working on both current and long range planning assignments. At Lamphier-Gregory, Kevin applies his knowledge and skills to CEQA document preparation, local

government staff supplementation, and preparing Specific Plans and form-based codes. At Lamphier-Gregory, Kevin has proven himself extremely capable of managing and leading multi-disciplinary teams through the CEQA process involving sensitive environmental issues. When tackling work assignments, Mr. Colin enjoys breaking an idea or concept into its most fundamental parts, subjecting those parts to intense scrutiny, and reassembling the idea before giving it up for review and approval. Mr. Colin also desires and values the input of others to refine a particular view of an issue. Mr. Colin also takes a straightforward and realistic attitude toward tasks, approaching them with impartial analysis, and basing his decisions on well thought-out plans, impersonal data, and an overall probability of success.

**Ricardo Bressanutti** has over 18 years of land use planning and environmental review experience. Since joining Lamphier-Gregory earlier this year, Ricardo has performed as project manager and principal author for CEQA EIRs and MNDs, and supported the firm's specific plan projects. His previous experience includes public-sector long-range and current planning with the Cities of San Francisco, Oakland and Livermore. Mr. Bressanutti has assisted in conducting public involvement and consensus building processes, and has 6 years of experience in volunteer community mediation and coaching. He is a LEED Accredited Professional (LEED AP BD+C) and a Certified GreenPoint Rated Advisor/Rater. Mr. Bressanutti is skilled at designed strategic, technical and administrative approaches, and preparing concise and readable, yet technically accurate and complete documents. He has a keen understanding of the various documents that inform decision-making and make up the public record, and how they relate to and support one another.

Resumes for all Lamphier-Gregory staff and proposed staffing from our subconsultants are included at the end of this proposal.

Lamphier-Gregory References:

Chris Bazar  
 Community Development Department Agency Director  
 County of Alameda  
 224 W. Winton Avenue, Room 110  
 Hayward, CA 94544  
 510-670-5333 or [chris.bazar@acgov.org](mailto:chris.bazar@acgov.org)

Mark Wald  
 City Attorney's Office  
 6th Floor, City Hall  
 1 Frank Ogawa Plaza  
 Oakland, CA 94612  
 510-238-3540 or [MWald@oaklandcityattorney.org](mailto:MWald@oaklandcityattorney.org)

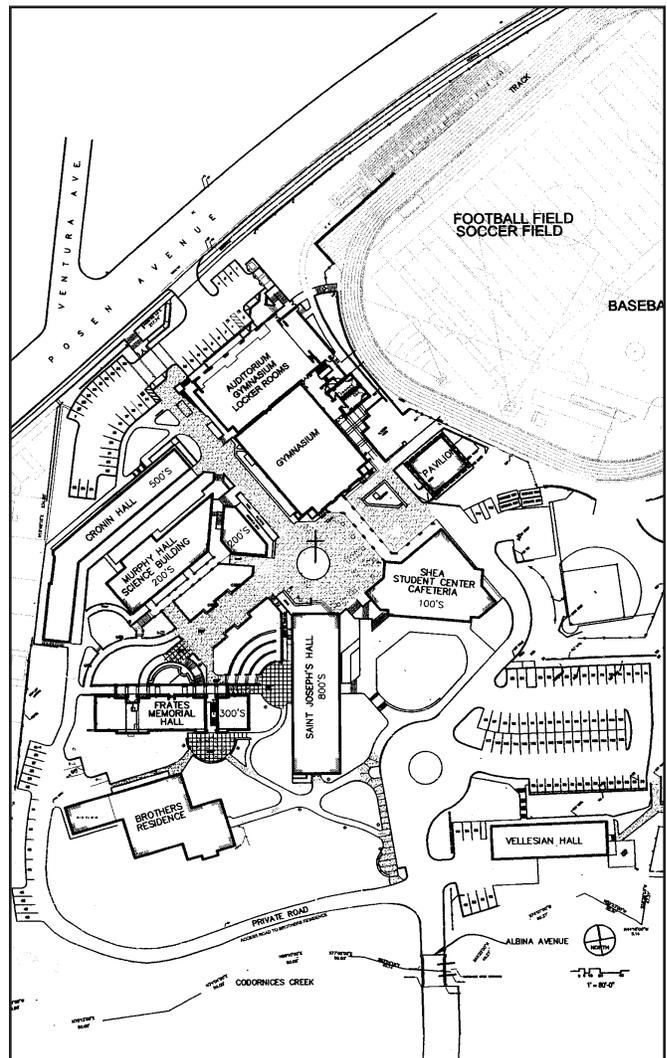
Carmen Borg  
 Shute, Mihaly & Weinberger

396 Hayes Street  
 San Francisco, CA 94102  
 415-552-7272  
 Gerry Beaudin, Senior Planner  
 City of South San Francisco  
 650-877-8535 or [Gerry.Beaudin@ssf.net](mailto:Gerry.Beaudin@ssf.net)

Relevant Project Experience and References

**St. Mary's College High School IS/MND**

The School needed to rehabilitate an aging athletic field which was beginning to create safety hazards. The project involved the installation of artificial turf. Lamphier-Gregory prepared an Initial Study which provided the basis for a Mitigated Negative Declaration. There was considerable concern from adjacent property owners in Berkeley and Albany who worried that an upgraded recreational facility



**St. Mary's College Master Plan**



**San Rafael Airport Recreation Facility**

would result in increased use of the athletic field, which could generate increased traffic, noise and light. The Initial Study addressed these and other environmental issues associated with the project, identifying mitigation measures to reduce potential impacts to a level considered less than significant. The environmental review provided the starting point for negotiating field scheduling limitations agreeable to the neighbors and the School.

### **San Rafael Airport Recreation Facility EIR**

The owners of the private San Rafael Airport proposed development of a recreational facility including an indoor soccer field, an outdoor soccer field, and an outdoor practice field, along with associated parking. Lamphier-Gregory prepared an EIR for this project addressing key issues related to aviation safety (including the safety of those who would be using the facility in the immediate vicinity of an active runway), potential noise and lighting effects on the endangered California Clapper Rail that had been observed in the vicinity, visual effects and increased vehicular traffic moving to and from the site. The proposed use of artificial turf for the outdoor fields was also an issue that generated considerable attention during the environmental review process, as this was considered by the applicants to be critical in assuring that the private recreational facility could be profitably used to the maximum extent possible, regardless of weather conditions. These issues were addressed in the

EIR which indicated that all potentially significant impacts associated with the proposed facility could be reduced to a level considered less than significant through effective implementation of identified mitigation measures.

### **Menlo Park Fire Protection District Station 2 Replacement Project IS/MND**

Lamphier-Gregory prepared an Initial Study/MND for a replacement fire station on an in-fill site in East Palo Alto for the Menlo Park Fire Protection District. Lamphier-Gregory was selected for this work by the attorneys for the Fire District, Shute Mihaly & Weinberger. The project involved the acquisition of two adjacent properties (single-family homes), the merger of the lots into one parcel, the demolition of the two acquired homes and the existing outmoded fire station, site clearance and grading, and the construction of a new fire station, fueling facility, communications tower and site paving and landscaping. Because the existing fire station and adjacent homes were more than 50 years old it was necessary to prepare an assessment of the structures as historic resources. The environmental document for this project was quickly certified and the new station has been cleared for construction.

### **SUBCONSULTANTS TO LAMPHIER-GREGORY**

#### **Crane Transportation Group**

Crane Transportation Group (CTG) is a traffic and transportation planning firm with offices in the San Francisco Bay Area. Each of the firm's principals has more than 37 years of professional experience in northern and central California as well as additional working experience in southern California and the western United States.

CTG provides advanced traffic and transportation planning skills for the public and private sector. For every study undertaken, our principals provide the expertise of a Registered California Traffic Engineer or a senior transportation planner (AICP). Throughout each study, our principal-in-charge maintains primary involvement, rather than delegating the majority of work to junior staff members, thereby achieving a consistently superior work product. This approach has been maintained for the more than 800 projects completed by CTG principals.

Mark D. Crane, P.E. has over 37 years of experience in traffic and transportation planning.

Carolyn R. Cole, AICP has over 37 years of experience in the fields of urban and regional planning.

Crane Transportation Group has the following experience relative to the project subject to this proposal:

#### **Sacred Heart Schools Master Plan Draft EIR – Town**

**of Atherton.** Analysis was conducted in this recently-completed study to determine off-site and driveway access circulation impacts due to expanding enrollment at all schools within the Sacred Heart campus as well as due to relocation of on-site drop off/pickup facilities for some of the students. Data was gathered from previous studies as well as traffic counts/field observations conducted specifically for the EIR. Impacts were determined for both Town of Atherton and City of Menlo Park locations based upon impact significance criteria specific to each jurisdiction. A close working relationship was maintained with Town of Atherton Planning and Public Works staff during the course of the EIR.

**Encinal School Expansion EIR – Menlo Atherton School District (within the Town of Atherton).** This recently completed study evaluated the circulation impacts due to planned expansion of the K-5 Encinal School located in the City of Atherton. Intersection and street segment impacts were determined in both Atherton and the City of Menlo Park as well as at the intersection with El Camino Real (State Route 82) providing the most direct connection to the school. Operation of proposed improvements to the school's on-site pickup/drop off area was also evaluated. Measures were developed to mitigate project impacts, including signalization of a nearby intersection. In addition, evaluation was conducted to determine the mitigating effects of school busing and expanding drop off/pickup times for various grades.

Mark D. Crane, P.E. will be principal in charge of the Cartan Fields Upgrade Project circulation and parking analysis. Mr. Crane's resume is included at the rear of the proposal.

### Environmental Vision

Environmental Vision (EV) provides specialized planning and design consulting services to address the aesthetics and public perception of environmentally sensitive projects. EV has extensive experience in preparing visual studies for a variety of projects located within sensitive and scenic viewsheds. EV's in-depth CEQA expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation.

The photo-simulations proposed as part of our work program will be prepared by Marsha Gale, with assistance from Chuck Cornwall and EV staff.

### Rosen, Goldberg Der & Lewitz (RGDL)

RGDL was established in 2003. The four principals have extensive experience in both the theoretical and practical aspects of acoustical and audiovisual system design. They have completed hundreds of projects for both the public and private sectors.

The consulting staff at RGDL has extensive experience in the analysis of noise issues related to athletic facilities, as indicated in the projects listed below. Alan Rosen will be project manager. Mr. Rosen has performed environmental noise studies for over 25 years including the projects listed below. Assisting Mr. Rosen will be Harold Goldberg, P.E. Mr. Goldberg is a board certified noise control engineer and an expert in conducting noise studies related to athletic facilities. Their resumes are provided at the end of this proposal.

Project: Sacred Heart School Master Plan EIR  
 Location: Atherton, CA  
 Client: Christopher A. Joseph & Associates

Project: Hillview Middle School Recon-figuration  
 Location: Menlo Park, CA  
 Client: Benson Lee

Project: Ross Commons Ballfield Relocation  
 Location: Ross, CA  
 Client: Town of Ross

Project: Pleasant Hill Parks Field Upgrades  
 Location: Pleasant Hill, CA  
 Client: Jerry Haag Urban Planner

Project: Chabot College Master Plan EIR,  
 Location: Hayward, CA  
 Client: DMJMH+N, Inc.

Project: Dublin High School Master Plan EIR  
 Location: Dublin, CA  
 Client: LFR Levine Fricke

Project: Maria Carrillo High School Field Lighting  
 Location: Santa Rosa, CA  
 Client: Christopher A. Joseph & Associates

### Zander Associates

Principals, Michael Zander & Leslie Zander, bring over 40 years of experience in biology, resource management and regulatory review to the complex task of land use planning in California and elsewhere. They work closely with an experienced staff of biologists, planners and water quality experts on every project, to assure the highest quality of service.

The biological resources assessment for the Cartan Fields Upgrade Project will be done by Leslie Zander, Principal.

### HortScience

HortScience, Inc. provides consulting services in horticulture, arboriculture and urban forestry. The scope of our projects ranges from predevelopment tree surveys to problem

diagnosis to applied research. We have the capability to coordinate multi-disciplinary resource analysis and to design and implement research projects.

Since 1983, HortScience has served clients in the San Francisco Bay Area, California, the United States and abroad. These include state, local and federal government, public agencies and institutions, and commercial clients such as development professionals, engineers, architects, landscape architects and landscape managers.

Deanne Ecklund, Consulting Arborist, will conduct the tree survey and prepare the arborist report for this project. Deanne is a Certified Arborist, a Certified Tree Risk Assessor and has a Qualified Applicator Certificate from the California Department of Pesticide Regulation. Deanne's resume is included at the rear of this proposal.

## **WORK SCOPE**

The work scope provided below contains tasks required to complete the environmental review process, based on the understanding indicated above.

### Task 1: Start-up

Lamphier-Gregory will facilitate one (1) start-up meeting with Town staff to introduce personnel and familiarize ourselves with the Project. This meeting will be held at the Town offices and will follow an agenda that accomplishes, at minimum, the following:

- Review of our approach and work scope;
- Review and agreement on the schedule for the environmental review process;
- Agree on the project description to be used for analysis;
- Agree on appropriate CEQA impact thresholds;
- Consider how to best address additional non-CEQA items that may better reflect neighborhood concerns but that fall below standard CEQA triggers;
- Obtain relevant documents and data from Town staff;
- Confirm the Initial Study and EIR templates to be utilized; and,
- Conduct a site visit.

Subsequent to the meeting we will conduct a thorough review of all background material.

### Task 2: Prepare Initial Study

As indicated, we will prepare an Initial Study following the format and framework provided by the Environmental Checklist as set forth in Appendix G of the State CEQA Guidelines. We anticipate that the Initial Study will find that many of the environmental topic areas to be evaluated would not result in significant impacts. As appropriate, the Initial Study will indicate topics that would not require further analysis in the EIR. Topics likely to be 'scoped out' from further review are likely to include agricultural and forest resources, cultural/historic resources, geology, hazardous materials, hydrology/water quality, minerals, population/housing, public services, and utilities. Topics that will require detailed technical analysis, or that are found to involve potentially significant impacts in the Initial Study, will be discussed in the Initial Study but with detailed analysis deferred to the EIR.

Following is a description of the technical studies that would support the analysis either in the Initial Study or the EIR, as all such studies would be commenced at approximately the same time.

#### **2.1 Aesthetics**

Environmental Vision (EV) will:

1. Collect and review pertinent information, including current project site plans and design drawings and aerial photography for the project site.
2. Consult with Lamphier-Gregory & Town staff to identify potentially sensitive vantage points.
3. Conduct a site visit and using a digital SLR camera, photograph the site from key representative public viewpoints in the vicinity of the Cartan Field project site. Photo viewpoints may include locations along Alejandra Avenue, Brittany Meadows, Isabella Avenue and Camino Real. Global Positioning System (GPS), basemap annotation and photo log recording sheets will be employed in order to document and verify photo viewpoint locations.
4. Use high resolution digital photography and advanced computer modeling and rendering techniques to produce realistic visual simulations that portray the proposed project from key public viewpoints. Computer-generated visual simulations will show proposed project features including rebuilt baseball fields with new spectator seating, the relocated football/soccer/lacrosse field with new spectator seating, the new aquatic center and tennis courts, relocated driveway and parking, light fixtures and new landscaping. In addition, a figure will be prepared to show the location of simulation vantage points and the

project site, using a basemap or aerial photograph of the surrounding area. The simulation viewpoints will be selected in consultation with Town staff.

For cost estimating purposes, visual simulations from three (3) viewpoints and one "before" and one "after" image per viewpoint are included. A set of draft and final digital simulation images will be submitted in 8 1/2 by 11 inch color format. One review/revision cycle is included. The visual simulations will be produced based on project information provided to EV. As an optional service, EV will produce visual simulations from additional vantage points or simulations to portray a project alternative (costs provided separately).

Based on the information provided by EV, Lamphier-Gregory will prepare the Aesthetics chapter of the EIR, relating the visual changes proposed by the project to CEQA significance thresholds to determine whether the project would result in significant aesthetic effects as well as discussing neighborhood non-CEQA concerns. Mitigation measures for any significant effects and/or good-neighbor recommendations will be identified in consultation with Town staff.

## 2.2 Air Quality

Rebecca Gorton, Senior Planner at Lamphier-Gregory will conduct the Air Quality analysis and prepare the Air Quality chapter for the EIR.

Primary air quality issues associated with the project would be impacts to regional air quality from mobile sources (i.e., project traffic generation) and temporary emissions of dust and diesel exhaust from construction. The Bay Area Air Quality Management District (BAAQMD) June 2010 CEQA Guidelines are technically 'on hold' as a result of a legal challenge but we would recommend using the BAAQMD significance thresholds and analytical models nonetheless as a reasonable means for assessing a project's potential impacts related to air quality and construction period health risk.

The proposed 16.7-acre athletics complex falls below screening levels for operational emissions analysis. However, since the project is in close proximity to surrounding residences, and with deference to the BAAQMD CEQA Guidelines, we will quantify construction period emissions and conduct a construction period health risk assessment. The analysis, which may be included in the Initial Study or deferred to the EIR, will include the following:

1. Setting. We will briefly describe existing air quality conditions based on air quality monitoring data for the area published by the BAAQMD, meteorological conditions that affect air quality in the area, the relevant regulatory environment, and planning efforts to attain and maintain air quality standards.

2. Assess Operational Criteria Pollutant Impacts. The project is below screening levels identified in the BAAQMD CEQA Guidelines for a recreational facility project, and is thus not expected to result in the generation of operational-related criteria pollutant emissions. A qualitative discussion of criteria pollutant emissions will be included.
3. Assess Construction-Period Impacts. We will run an analysis of construction period emissions using the URBEMIS2007 model. The analysis will be based upon a construction schedule to be provided by the Town. It is anticipated that standard mitigation measures will be considered reasonable and feasible to reduce impacts, consisting of measures to control fugitive dust, reduce diesel emissions, and potentially also to minimize off-gassing of construction materials. The number and intensity of measures will depend on results of the quantification, taking into account the proximity of sensitive receptors, as discussed below.
4. Community Risk and Hazard Impacts. The proposed project would not be considered a substantial source of operational toxic air contaminants. However, a construction-period Health Risk Assessment would be required to characterize the level of health risk to nearby sensitive receptors that will be exposed to diesel emissions during construction. We will use the SCREEN3 model and BAAQMD recommended methodologies to determine the health risks. Because of the size of the project, it is anticipated that any potential risks would be reduced below threshold levels with standard mitigation measures.

## 2.3 Biological Resources (Zander Associates)

Our role will be to assist with the preparation of the Biological Resources section of the Environmental Checklist for the Initial Study, and, if determined necessary, assist with preparation of the biological resources section of the EIR. Following is our anticipated work scope.

1. Compile and review background documents: Zander Associates will compile and review all relevant background information pertinent to the project site including, but not limited to: California Natural Diversity Database records, Soil Survey for San Mateo County, National Wetlands Inventory, and California Native Plant Society rare plant lists... Principal Biologist
2. Prepare Biological Resources Section of Environmental Checklist: Using the checklist format provided by Lamphier Gregory, we will complete all items and provide the necessary explanations to accompany our conclusions for the Biological Resources section. Our scope includes an evaluation of potential adverse effects on riparian vegetation and wildlife in the vicinity of the

Atherton Channel located on the northern boundary of the project site.

3. IF NECESSARY: Prepare Biological Resources Section of EIR: If it is determined the project would have a significant effect on biological resources, Zander Associates will proceed with preparation of the Biological Resources Section of the EIR following the format provided by Lamphier Gregory. In order to evaluate impacts, we will need a preliminary grading and drainage plan and a written project description. We will review the applicant-proposed mitigation measures and recommend additional measures as warranted. Estimated costs include preparation of draft section for ADMIN Draft EIR and response to one round of review.

#### **2.4 Arborist Survey - Heritage Trees**

HortScience will prepare an Arborist Report to evaluate the impacts to existing trees from the proposed improvements. Following is our scope of work.

HortScience will:

1. Identify the species and measure the trunk diameter of each tree 6" and larger in diameter (estimated at 210).
2. Tag each tree with a metal tag for identification purposes.
3. Evaluate the health and structural condition of each tree.
4. Identify trees suitable for preservation, based on their health, structural condition and potential longevity and suitability in the landscape.
5. Evaluate the development impacts on trees from the proposed improvements and identify trees to be preserved or removed based on plans provided by Lamphier – Gregory.
6. Prepare recommendations for protection of trees to be preserved during development and to improve health and longevity of trees proposed for retention.
7. Prepare a Tree Assessment Plan showing location of tree tag numbers (base map provided by Lamphier – Gregory).
8. Compile the above information into an Arborist Report.

#### **2.5 Cultural Resources**

Lamphier-Gregory will contact the California Historical Resources Information System, Northwestern Information Center (NWIC) at Sonoma State University to obtain a record search of the project site to identify known sites and previous surveys relevant to the project site and a one-

quarter mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric sites, and listed or properties eligible for the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) within the area of the record search will be identified. The information from the NWIC will serve as the basis for Lamphier-Gregory to prepare the cultural resources section of the Initial Study.

Lamphier-Gregory assumes that no archaeological sites or features will be identified in the survey. If additional work is required to document the presence of archaeological sites, or to assess potential impacts to such resources, such additional work will be treated as Additional Services under a contract amendment.

#### **2.6 Greenhouse Gas Emissions (GHG)**

As noted, the Cartan Field Upgrade Project falls below screening levels for operational emissions of greenhouse gas emissions. Lamphier-Gregory will prepare a qualitative evaluation of GHG for the Initial Study.

#### **2.7 Hydrology/Water Quality**

Lamphier-Gregory will coordinate with the project applicant's engineers and designers to describe the proposed site drainage plan and their proposals for compliance with current NPDES requirements to prevent adverse stormwater or water quality effects. Potentially significant effects will be identified and mitigation measures recommended to avoid or minimize water quality impacts.

#### **2.8 Land Use & Planning**

The project site is designated PFS (Public Facilities and Schools) in the Atherton General Plan and on the Town Zoning Map. No changes to the General Plan or zoning classifications are proposed. For the Initial Study, Lamphier-Gregory will evaluate and assess the consistency of proposed project against current Master Plans submitted by Menlo School and Menlo College and will evaluate the project's potential to exacerbate conflicts with adjoining land uses.

#### **2.9 Noise (RGDL)**

RGDL will perform up to three continuous 48-hour noise measurements and four short-term, 15minute, measurements to quantify existing noise levels at the residential areas nearest to the areas of the fields that would be affected by the project. We will also perform short-term measurements to quantify individual noise sources associated with the project such as the soccer or football play to the extent that these activities occur at some time during our measurement program.

Based on our measurements and published noise data we will evaluate the noise levels from the project including:

- The change in noise levels due to the various components of the project (e.g. sports field use, PA system and parking).
- The potential for increased traffic noise on local roadways
- The potential for increased operational noise due to increased activities
- Demolition and construction noise.

We will assess impacts by comparing project generated noise against CEQA thresholds to determine whether the project will significantly increase existing noise levels.

The impacts of the project on the nearby residences will be the primary focus of the analysis.

If noise levels are found to exceed the applicable CEQA thresholds then we will recommend mitigation measures. We anticipate preparing one draft for administrative review and one final report. Our report would be written in typical EIR format with setting, impact and mitigation sections. In addition to assessing impacts due to the project we would also evaluate one alternative development scenario and cumulative impacts.

We will also prepare a non-CEQA discussion of noise projections against neighborhood-based concern and propose good-neighbor recommendations in consultation with Town staff.

We have included one day of consulting time to respond to public comments. Attendance at two (2) public meetings is included in this scope.

## 2.10 Traffic and Parking (Crane Transp. Group)

The following circulation and parking scope of services has been developed in consultation with Mr. Neal Martin, Atherton Town Planner. Based upon the project description and discussion with Neal Martin, a variety of field surveys will be required in order to properly detail existing Cartan Field trip generation and parking demand as well as potential increases in traffic and parking due to the proposed project.

A detailed set of traffic counts at nearby intersections and the athletic field parking lot driveway will be conducted in conjunction with several days of onsite parking surveys at all lots being utilized by athletic field participants and spectators. Field review and discussions will be held with Menlo School and Menlo College staff before the surveys in order to determine all locations currently being used for athletic field parking and to determine a schedule of activities that will allow all parking surveys and traffic counts to be conducted on representative sports field activity days.

### Scope of Work:

1. **Startup Meeting (Traffic & Parking Analysis).** A startup meeting will be conducted with the Town of Atherton, Menlo College and Menlo School staff to clearly identify all existing traffic and onsite parking issues associated with the existing Cartan Field layout. In addition, a detailed description will be obtained of expected increased traffic and onsite parking that will result due to the proposed Cartan Field upgrade project. Potentially, matrix sheets will be developed for each sport and tabulation developed of onsite parking demand by hour. A distinction will be made between existing parking locations and those expected once additional onsite parking is provided.

A registered traffic engineer will field survey all proposed locations, as well as all onsite parking lots now used by athletic field participants or spectators.

2. **Traffic Counts.** Weekday AM peak period (7:00-9:00) and PM peak period (4:00-6:00) turn movement counts will be conducted at the following locations on a day identified by the college and school as having representative activities at Cartan Field:

- Valparaiso Avenue/El Camino Real/Glenwood Avenue Intersection
- Valparaiso Avenue/Emilie Avenue Intersection
- El Camino Real/Alejandra Avenue Intersection
- Emilie Avenue/Alejandra Avenue Intersection
- Alejandra Avenue/Cartan Field parking lot access

3. **Existing Intersection Operation.** Existing operating conditions (levels of service) will be determined at each major intersection.

4. **Near-Term "Without Project" Traffic Volumes.** Weekday AM and PM peak hours "without project" traffic projections will be developed for the near-term horizon year that will reflect conditions the year after expected project completion. A list of approved projects in Atherton and Menlo Park expected to be completed by this year will be provided by the Town of Atherton planning staff. Ideally, traffic studies for these developments will also be provided.

5. **Long-Term "Without Project" Volumes.** Long-Term horizon weekday AM and PM peak hours "without project" volumes will be obtained from available study to be selected with town staff.

6. **Future "Without Project" Intersection Operation.** Near and long-term horizon "without project" AM and PM

peak hour operating conditions (levels of service) will be determined at each major intersection.

7. Project Trip Generation. Weekday AM and PM peak hour trip generation projections will be developed for the proposed project. A draft set of projections will be developed for two typical combinations of activities at the new Cartan field and compared to existing generation. In addition, a projection will be developed of net new traffic activity associated with a major event.

Draft projections will be developed and submitted to the applicants and town for review.

8. "With Project" Intersection Operation. "With Project" weekday AM and PM peak hour existing, near and long-term horizon operating conditions will be determined at each major intersection for a typical condition producing the highest increase in traffic. In addition, the net new traffic impact from a major event will also be determined during the peak hour impacted.
9. Onsite Auto and Pedestrian Circulation. Onsite auto and pedestrian circulation will be evaluated in the context of Town criteria and good traffic engineering practice. Suggested means for addressing non-CEQA concerns will be developed.
10. Significant Circulation Impacts & Mitigations. Significant circulation impacts will be identified and mitigation measures recommended, if necessary.
11. Admin Draft EIR Circulation Section. An administrative draft EIR circulation section will be prepared and delivered electronically to the prime consultant.
12. Draft EIR Circulation Section. A draft EIR circulation section will be prepared incorporating all agreed to changes in the Admin Draft circulation section. It will be transmitted electronically to the prime consultant.
13. Responses to Comments. Responses will be provided to public and jurisdictional comments. Four hours principal time plus support staff time has been allocated to this task.
14. Crane Transportation attendance at two (2) public meetings is included in this scope.

#### PARKING STUDY SCOPE OF SERVICES

1. Parking Surveys. Parking surveys will be conducted during two weekdays of all on and off site locations currently used for Cartan Field parking. Surveys will extend the full length of time that sports field activities are in use. In addition, parking surveys will be conducted during one major event, if one is scheduled during the course of DEIR preparation.

2. Future Parking Demand. Onsite parking demand will be developed on an hourly basis for two typical mixes of activities at Cartan Field. In addition, parking demand will also be projected for a major event. Parking use matrices for each activity will be developed and submitted to the applicant and town for review.
3. Future Parking Demand versus Supply. Onsite parking demand will be compared to the proposed supply for typical and special event conditions.
4. Significant Parking Impacts. Significant parking demand impacts will be identified for typical and special event conditions.
5. Admin Parking Report. An Admin Draft Parking Report will be prepared with findings from the parking analysis. It will be delivered electronically to the prime consultant.
6. Draft Parking Report. A Draft Parking Report will be prepared incorporating all agreed to changes in the Admin Draft Report. It will be delivered electronically to the prime consultant.
7. Responses to Comments. Four hours principal time is allocated to responding to public and jurisdictional comments on the parking study.

Optional Parking Task A weekend parking demand evaluation will be conducted. This will include one day of parking surveys and one typical project activity demand scenario to be evaluated.

Proposed project off site traffic impacts will be evaluated in the context of existing, near term horizon and long-term horizon (cumulative) background traffic conditions. Proposed project onsite parking demand will be determined for combinations of typical athletic field activities and for one major event. The base scope includes evaluation of parking for weekday conditions only, but an option is provided to survey and evaluate weekend conditions. Since parking evaluation is no longer a CEQA issue, the proposal has been separated into traffic impact and parking analysis sections.

#### 2.11 All Other CEQA Topics

Lamphier-Gregory will conduct the appropriate level of research and analysis to assess potentially significant environmental effects of the Project on all other CEQA required topic areas, including public services, recreation, population and housing and utilities. It is assumed that no significant impacts will be identified in these areas and that additional technical expertise will not be necessary to complete the required level of analysis.

### Task 3 Completion of the Initial Study

Lamphier-Gregory will compile the technical information described above and prepare the Initial Study. An administrative draft will be submitted to Town staff for internal review. We will revise the document as directed, assuming no more than two (2) rounds of internal review and revision.

#### 3.1 Notice of Preparation and Filing Initial Study.

We will prepare a Notice of Preparation (NOP) of an EIR in conformance with CEQA Guidelines. After review and approval by Town staff, we will produce fifty (50) copies of the Initial Study and deliver these to the Town for distribution together with the NOP. Lamphier-Gregory will assist Town staff in compiling an appropriate mailing list for distribution and will file the Notices with appropriate agencies (e.g., State Clearinghouse, County Clerk) in accordance with the CEQA Guidelines.

#### 3.2 Public Scoping Session

The Lamphier-Gregory Project Manager will attend a public scoping meeting to present the findings of the Initial Study and to describe the further studies to be undertaken for the EIR. The public will be encouraged to provide input regarding the proposed scope of the EIR. If warranted based on public input, the scope and budget for the EIR may require some adjustment which Lamphier-Gregory and Town staff will negotiate in good faith.

### Task 4 EIR

The substantive focus of the EIR will be on those environmental topic areas identified in the Initial Study as having the potential to result in significant impacts and those involving public sensitivity and controversy. We anticipate that these topics will include aesthetics/visual impacts, noise and traffic. Information and impact analysis on these topics not previously included in the Initial Study will be presented in appropriate EIR format including sections on Setting, Impact Analysis and Mitigation.

#### 4.1 Prepare Administrative Draft EIR.

Lamphier-Gregory will compile the technical analyses and complete the analysis of other required environmental issues and produce the first Administrative Draft EIR (ADEIR). The document will include the following components:

1. Introduction
2. Executive Summary
3. Project Description
4. Environmental Analysis. This section will be subdivided

into subsections, one for each of the environmental topic areas involving detailed impact analyses. Each subsection will include consideration of the following:

- The environmental setting;
  - Impact analysis;
  - Mitigation measures to avoid or reduce the identified significant environmental effect, and the level of significance following implementation;
  - Where appropriate, additional discussion of non-CEQA concerns and good neighbor recommendations; and
  - The potential for cumulative impacts will also be assessed in the topic areas.
5. Alternatives. The Alternatives chapter will evaluate the environmental effects of up to three (3) alternatives) based on consultation with Town staff. The EIR will alternatives will likely include the following:

- The CEQA-required “No Project” Alternative
- A reduced scale alternative based on impact avoidance or reduction, after consultation with Town staff.
- A third alternative - to be defined.

The comparative level of impacts discussed in the Alternatives Chapter will be presented in a matrix format that summarizes the effects of each alternative in relation to significance thresholds. The environmentally superior alternative will be identified.

6. Growth Inducement, Cumulative Impacts, and Irreversible Changes. The EIR will include the required analysis of cumulative effects which will include the impacts of the Project in conjunction with past, present, existing, approved, pending and reasonably foreseeable future projects in the Town of Atherton. Lamphier-Gregory will consult with Town staff to determine what other projects should be included in the analysis. Mitigation measures, if feasible, will be developed to mitigate the Project’s contribution to significant cumulative effects.

CEQA considers a project to be growth-inducing if it would foster economic or population growth. The potential growth-inducing impacts of the Project will be evaluated.

Lamphier-Gregory will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of the mandatory impact categories including:

- Unavoidable significant environmental impacts;
- Significant irreversible environmental changes which would be caused by the Specific Plan; and,
- The relationship between short-term and long-term uses of the environment.

7. Appendices and References. This chapter will include identification of the EIR preparers, persons contacted and references consulted. Appendices will be included to present technical information in support of the analysis in the body of the document.

#### 4.2 Revise ADEIR; Prepare & Distribute DEIR

The administrative Draft EIR will be submitted to Town staff for internal Review. Lamphier-Gregory will submit revised drafts involving up to two (2) rounds of revisions. After sign-off by Town staff, Lamphier-Gregory will arrange for the printing, production and delivery to Town staff of fifty (50) hardcopies and one (1) digital copy of the Draft EIR.

#### 4.3 Prepare & File Notice of Completion

Lamphier-Gregory will prepare a Notice of Completion, in accordance with the CEQA Guidelines, and submit the document to the State Clearinghouse. A 45-day public review period will apply.

Lamphier-Gregory will also prepare a Notice of Availability to be distributed by Town staff in accordance with CEQA Guidelines.

All comments on the Draft EIR will be directed to Town staff. At the close of the comment period, Town staff will timely provide Lamphier-Gregory with copies of all comments received during the public review period.

#### 4.4 Public Hearing

Lamphier-Gregory will attend and provide presentations on the Draft EIR at one (1) public hearing before the Planning Commission. We will assist Town staff in preparing for the public hearing.

Attendance at additional public hearings on the Draft EIR would be considered an Additional Expense, charged at normal hourly rates. Each such additional meeting should be budgeted at a cost of \$750.

### Task 5 Final EIR and MMRP

#### 5.1 Responses to Comments.

Lamphier-Gregory will organize and review comments on the Draft EIR and coordinate with Town staff to prepare written responses to comments as part of the Final EIR. This will include:

- A list of persons, organizations, and public agencies commenting on the DEIR;
- Copies of all written comments, and the responses thereto;
- A summary of verbal comments (or a transcript from the hearing(s) on the DEIR received at the public hearing(s) and the responses thereto; and
- Necessary revisions to the DEIR.

We have budgeted for a total of 67 hours of time to prepare responses to comments.

#### 5.2 Prepare Final EIR

Following review by Town staff, Lamphier-Gregory will incorporate requested revisions and prepare the Final EIR for publication and consideration in Project approval hearings. We will submit an Administrative Draft Final EIR (ADFEIR) and will make revisions as directed by Town staff, assuming no more than two rounds of revisions. After sign-off by Town staff on a final version, we will deliver fifty (50) bound copies of the Final EIR together with one (1) digital copy. We will also send the appropriate number of copies of the Final EIR to the State Clearinghouse.

#### 5.3 Mitigation Monitoring & Reporting Program

Lamphier-Gregory will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines §15097. The MMRP will identify the individual responsible for implementing and monitoring each mitigation measure.

#### 5.4 Hearings

The Lamphier-Gregory Project Manager will attend and participate in up to four (4) public hearings related to the certification of the Final EIR, assuming two (2) at the Planning Commission and two (2) before the City Council. Meeting participation will include a presentation of the EIR methods and findings. Noise and traffic subconsultants (RDGL and Crane Transportation, respectively) have each scoped for attendance at up to two (2) of these hearings.

### Task 6 Meetings, Expenses and Project Management

The enclosed budget assumes thirty-six (36) hours of Project Manager time for subconsultant coordination, meetings and teleconferences with Town staff, and contract management. The budget also includes time for principal oversight and an estimate for direct reimbursable expenses (auto travel, in-house copying, etc.).

**COST ESTIMATE FOR CARTEN FIELD UPGRADE PROJECT EIR**

TASK	Lamphier - Gregory				Sub Consultants						
	Principal		Senior Planner		Crane	Enviro. Vision	RGDL	Zander Associates	HortScience	Direct Expense	Total
	Hrs	Fees	Hrs	Fees							
Lamphier-Gregory Hourly Rates											
		\$205		\$160							
<b>1.0 Project Start Up</b>											
Kick-Off Meeting and Site Visit		\$0	4	\$640						\$50	\$690
Review Background Materials		\$0	4	\$640							\$640
<b>Subtotal, Task 1</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$1,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50</b>	<b>\$1,330</b>
<b>2.0 Prepare Initial Study</b>											
Technical Studies:		\$0	4	\$640							\$640
Biological Resources		\$0	4	\$640				\$3,500			\$4,140
Arborist Report		\$0	4	\$640					\$5,000		\$5,640
Cultural Resources		\$0	6	\$960						\$650	\$1,610
All Other CEQA Topics		\$0	60	\$9,600							\$9,600
Submit Admin Draft Initial Study		\$0	8	\$1,280							\$1,280
Revisions and Final Initial Study		\$0	16	\$2,560							\$2,560
<b>Subtotal, Task 2</b>	<b>0</b>	<b>\$0</b>	<b>102</b>	<b>\$16,320</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500</b>	<b>\$5,000</b>	<b>\$650</b>	<b>\$25,470</b>
<b>3.0 Completion of Initial Study</b>											
Prepare Notice of Preparation (NOP)		\$0	4	\$640							\$640
Distribute IS and NOP		\$0	6	\$960						\$350	\$1,310
Attend EIR Scoping Meeting		\$0	6	\$960							\$960
<b>Subtotal, Task 3</b>	<b>0</b>	<b>\$0</b>	<b>16</b>	<b>\$2,560</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350</b>	<b>\$2,910</b>
<b>4.0 Admin Draft &amp; Draft EIR</b>											
Complete Technical Studies:											
Air Quality/GHG Technical Analyses		\$0	50	\$8,000							\$8,000
Aesthetics/Visual		\$0	6	\$960		\$9,350					\$10,310
Traffic & Parking Studies		\$0	12	\$1,920	\$37,180						\$39,100
Noise Study		\$0	6	\$960			\$13,750				\$14,710
Alternatives	2	\$410	16	\$2,560							\$2,970
Other CEQA Required Analyses (growth, cumulative, etc.)		\$0	8	\$1,280							\$1,280
Submit Admin Draft EIR		\$0	24	\$3,840							\$3,840
ADEIR Revisions		\$0	16	\$2,560							\$2,560
Produce & Distribute Public Review Draft EIR		\$0	6	\$960						\$1,800	\$2,760
Notice of Completion & Availability		\$0	4	\$640							\$640
<b>Subtotal Task 4</b>	<b>2</b>	<b>\$410</b>	<b>148</b>	<b>\$23,680</b>	<b>\$37,180</b>	<b>\$9,350</b>	<b>\$13,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,800</b>	<b>\$86,170</b>
<b>5.0 Public Review of Draft EIR and Final EIR</b>											
Attend public hearing on DEIR		\$0	4	\$640							\$640
Prepare Responses to Comments	10	\$2,050	57	\$9,120			\$1,760				\$12,930
Prepare Admin Draft Final EIR		\$0	24	\$3,840							\$3,840
Revise Admin Draft FEIR		\$0	16	\$2,560							\$2,560
Mitigation Monitoring & Reporting Plan		\$0	8	\$1,280							\$1,280
Produce & Distribute FEIR		\$0	12	\$1,920						\$1,400	\$3,320
Public Notices		\$0	4	\$640							\$640
Planning Commission Hearings		\$0	10	\$1,600	\$1,650		\$1,760				\$5,010
City Council Hearings		\$0	10	\$1,600	\$1,650		\$1,760				\$5,010
<b>Subtotal, Task 5</b>	<b>10</b>	<b>\$2,050</b>	<b>145</b>	<b>\$23,200</b>	<b>\$3,300</b>	<b>\$0</b>	<b>\$5,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,400</b>	<b>\$35,230</b>
<b>6.0 Meetings, Expenses and Project Management</b>											
Staff Coordination Meetings (2)	2	\$410	6	\$960							\$1,370
Project Management		\$0	36	\$5,760							\$5,760
Principal Oversight, Contract Mgmt & Misc. Expenses	24	\$4,920		\$0						\$1,280	\$6,200
<b>Subtotal, Task 6</b>	<b>26</b>	<b>\$5,330</b>	<b>42</b>	<b>\$6,720</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,280</b>	<b>\$13,330</b>
<b>Total Estimated Hours and Costs</b>	<b>38</b>	<b>\$7,790</b>	<b>461</b>	<b>\$73,760</b>	<b>\$40,480</b>	<b>\$9,350</b>	<b>\$19,030</b>	<b>\$3,500</b>	<b>\$5,000</b>	<b>\$5,530</b>	<b>\$164,440</b>
<b>Proposed Contingency (20%)</b>											<b>\$32,888</b>
<b>Proposed Budget</b>											<b>\$197,328</b>

As revised November 9, 2012

**DRAFT  
CARTAN FIELD - UPGRADE**

**Preliminary EIR Schedule  
Revised November 9, 2012**

<b>Item</b>	<b>Date</b>
City Council approves Consultant contract – issue notice to proceed	November 28, 2012
Start-up meeting	ASAP (between Nov 28 and Dec 5)
Finalize project description and prepare administrative draft Notice of Preparation/Initial Study (NOP/IS)	November 28, 2012 – December 19, 2012
City review, iterative revisions, publish NOP/IS	December 19, 2012 – January 4, 2012
NOP/IS review period	January 4, 2013 – February 4, 2013
Hold scoping session/meeting for public input	Within above range
Prepare Administrative Draft Environmental Impact Report (EIR)	December 12, 2012 – February 18, 2013
City review, iterative revisions, publish Draft EIR	February 18, 2013 – March 15, 2013
Draft EIR 45 day review period	March 15, 2013 – April 29, 2013
Planning Commission hearing to receive comments on Draft EIR	March 27, 2013 or April 24, 2013
Prepare response to comments and Final EIR	April 30, 2013 – May 14, 2013
City review, iterative revisions, publish Final EIR	May 14, 2013 – June 11, 2013
Planning Commission hearing on EIR certification	June 26, 2013
City Council certifies EIR	July 17, 2013



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER, GEORGE RODERICKS**

**FROM: NEAL J. MARTIN, TOWN PLANNER  
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**DATE: FOR THE MEETING OF NOVEMBER 28, 2012**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH URS  
CORPORATION FOR PREPARATION OF ENVIRONMENTAL  
DOCUMENTS AND REIMBURSEMENT AGREEMENT WITH SACRED  
HEART SCHOOLS**

#### **RECOMMENDATION:**

Approve the attached:

1. Professional Services Agreement with URS Corporation for the preparation of a Subsequent Initial Study and Mitigated Negative Declaration for the Sacred Heart Schools Practice Gym Project.
2. Reimbursement Agreement with Sacred Heart Schools for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Sacred Heart Schools Practice Gym Project.

#### **BACKGROUND and DISCUSSION:**

Sacred Heart Schools is in the process of planning for the replacement of two existing outdoor basketball courts with an 11,000 square foot, single story Practice Gym building. In order to proceed with such a project the School will need to make application and receive approval for a Conditional Use Permit from the Atherton Planning Commission.

Prior to taking action on a Conditional Use Permit the Planning Commission is required to identify and analyze any potential adverse environmental effects of the proposed project. To complete this analysis, this project requires a Subsequent Initial Study and Mitigated Negative Declaration.

Sacred Heart Schools intends to construct a practice gym in the area of the existing exterior basketball courts between the Homer Science building and the Morey practice field (Elena Avenue side of campus). The existing courts will be removed to allow for the new one story practice gym to be built in the same general area. The design will be compatible with the Homer Science Building and will house one full basketball court and provisions for volleyball will also be included. The facility will not have spectator seating built in. There will be a small athletic office, some storage and the necessary mechanical room and janitorial space. Due to the close proximity of restrooms in the Homer Science building and Concession Building there will be no restrooms. The practice gym will be designed to permit other school community functions such as receptions or large meetings to take place. It will also be used for summer camp as stated in the Master Plan Update.

In July, 2010 the City Council certified a Final Environmental Impact Report for the Sacred Heart Schools Master Plan. Christopher Joseph & Associates was the firm that prepared the EIR and Katrina Hardt-Holoch was the Project Manager for the firm and wrote most of the EIR. Christopher Joseph & Associates went bankrupt in 2010, shortly before the EIR was certified. Ms. Hardt-Holoch left the firm and now works for URS Corporation. She also has all of the original EIR files. Town Planning staff was very satisfied with Ms. Hardt-Holoch's work and recommends that she and URS Corporation be retained to do the CEQA documentation for the Basketball Practice Gym. Sacred Heart Schools concurs with this recommendation.

The new Practice Gym was not contemplated or proposed when the 2010 Master Plan EIR was completed. Consequently some type of environmental documentation will be required prior to Planning Commission consideration of the Conditional Use Permit for this project. The Subsequent Initial Study/ Mitigated Negative Declaration (Subsequent IS/MND) is the best CEQA documentation approach to use. The Basketball Pavilion is a minor addition to the Master Plan. The Subsequent IS/MND gives adequate public notice (i.e. 30 day public review) and opportunity to comment. Initial review indicates that there are no significant environmental impacts associated with the Gym building. If any significant environmental impact were found during the Initial Study, a Notice of Preparation would be issued and the Town would proceed under a Supplemental or Subsequent EIR.

The Town of Atherton is the Lead Agency in the environmental review process since it will be reviewing and potentially issuing the primary permits for the proposed project. There may be other Responsible Agencies, for example the Menlo Fire Protection District if there are permits required to be issued by that agency. As the Lead Agency, Atherton is required to prepare or cause to be prepared, any environmental documents required by law to be completed prior to Town review of the Conditional Use Permit or other discretionary permits

The City Attorney has reviewed the process for hiring URS Corporation and the type of CEQA documentation and is satisfied that they are legal and appropriate.

All of the costs associated with the preparation of environmental documents will be borne by Sacred Heart Schools. The total agreed budget URS Corporation is \$37,035. The applicant will deposit the full amount of the budget prior to any authorized work.

The Professional Services Agreement is in a form that the Town has used in the past. The Agreement is a time and materials agreement with a maximum that will be based on the agreed budget.

The City Council has requested assurances that the project applicant will reimburse the Town for all consultant and staff costs expended by the Town related to environmental and land use entitlement services. To meet this concern, staff has prepared the attached Reimbursement Agreement setting out the parameters and process for reimbursement. The agreement provides for a \$12,000 deposit.

The Reimbursement Agreement has been reviewed and approved by the City Attorney.

**FINANCIAL IMPACT:**

All costs of the services will be paid for by Sacred Heart Schools. Costs for Staff time associated with the project will also be paid for by Sacred Heart Schools through deposits with the Town Finance Department.

**FORMAL MOTION:**

I move that the City Council approve the Professional Services Agreement with URS Corporation for the preparation of environmental documents for the Sacred Heart Schools Practice Gym Project and authorize the City Manager to sign the Agreement. I further move that the City Council approve the Reimbursement Agreement with Sacred Heart Schools for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Practice Gym Project and authorize the City Manager to sign the Agreement.

Prepared By:

Approved by:

\_\_\_\_\_  
Neal J. Martin, Town Planner

\_\_\_\_\_  
George Rodericks, City Manager

Attachments:

1. Draft Professional Services Agreement
2. Draft Reimbursement Agreement
3. URS Corporation, *Sacred Heart Schools Practice Gym Initial Study Proposal*, November 8, 2012



November 8, 2012

Mr. Neal Martin  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

**Re: Sacred Heart Schools Practice Gym Initial Study Proposal**

Dear Mr. Martin:

The Town of Atherton has asked URS Corporation (URS) to provide environmental consulting services for the Sacred Heart Schools Practice Gym in Atherton, CA.

Sacred Heart Schools (SHS) intends to construct a practice gym in the area of the existing exterior basketball courts between the Homer Science Building and the Morey practice field. The facility would be approximately 11,000 square feet and sit at the SW corner of the Homer Science building. The existing courts would be removed to allow for the new one story practice gym to be built in the same general area. There would also be a patio/courtyard space designed between the two buildings which would serve as the fire staging area as well as a gathering space for students. The design would be compatible with the Homer Science Building and would house one full basketball court and provisions for volleyball would also be included. The facility would not have spectator seating built in. There would be a small athletic office, some storage and the necessary mechanical room and janitorial space. Due to the close proximity of restrooms in the Homer Science Building and Concession Building there would be no restrooms. The practice gym would be designed to permit other school community functions such as receptions or large meetings to take place. It would also be used for summer camp as stated in the Master Plan Update. Menlo Park Fire Protection District (MPFD) requires the pathway in front of Homer Science building to be widened to accommodate fire trucks entering from in front of the Main Building.

The current SHS Master Plan would be amended to include the new Practice Gym. The Town of Atherton certified an EIR for the SHS Master Plan in July 2010. The Master Plan did not include the Practice Gym for which SHS is now seeking approval. The proposed Practice Gym would replace the existing outdoor basketball courts identified in the approved 340,000 square-foot SHS Master Plan. Enrollment would not change under the approved Master Plan, nor are any additional activities planned beyond what currently occur on the Sacred Heart Schools site.

URS Corporation  
1333 Broadway, Suite 800  
Oakland, CA 94612-1924  
Tel: 510.893-3600  
Fax: 510.874.3268  
www.urscorp.com

The Town is proposing to prepare a Subsequent Initial Study/Mitigated Negative Declaration (IS/MND) for the Practice Gym. Under CEQA Guidelines 15168, when a program EIR has been prepared for a project, subsequent activities in the program must be examined in the light of the program EIR. These subsequent activities would be examined with an Initial Study, the results of which (depending on the results of the analysis) would lead to an EIR, mitigated negative declaration, or negative declaration.

## **SCOPE OF WORK**

### **1.1.1 Project Initiation Tasks**

Project initiation tasks for the Subsequent IS/MND include a preliminary team meeting; environmental strategy calls; and review of all site plans for the project, related project materials, and relevant environmental and planning documents in the project area. URS will also attend a project kick-off meeting with the Town of Atherton (Town) and Sacred Heart Schools. A site visit will also be conducted to document conditions on the project site.

### **1.1.2 Prepare Project Description**

URS will prepare a preliminary draft of the Project Description for the Subsequent IS/MND. URS will submit the Project Description to the Town for approval. The Project Description will include discussions of the project characteristics, project objectives, and goals.

### **1.1.3 Prepare Subsequent IS/MND**

The Subsequent IS/MND would briefly summarize the impacts analyzed in the Sacred Heart Schools Master Plan EIR, analyze the changes to the project site created by the Practice Gym, and describe whether these changes would result in any changes to the previous analysis for the Master Plan or if revised mitigation measures are needed.

The Subsequent IS/MND will address all CEQA Environmental Checklist topics, including aesthetics and visual quality, agriculture and forestry resources, air quality and greenhouse gas, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, and utilities and service systems.

It is assumed that the new Practice Gym would not result in any additional sporting events or practices that would generate additional traffic; therefore, air quality and traffic impacts will be evaluated qualitatively. The project would result in a change in impervious surface on the site.

The project would also result in construction noise. This scope of work assumes that information on the change in impervious surface will be provided by Sacred Heart Schools for URS peer review. This scope of work also assumes that Sacred Heart Schools will have an acoustician evaluate the noise impact of the new Practice Gym. URS will peer review the acoustician's findings, and if adequate, will incorporate into the Subsequent IS/MND. No new noise analysis

will be conducted by URS under this scope of work. Additionally, this scope of work does not assume any tree surveys, hydraulic modeling, or geotechnical reports.

URS will prepare an Administrative Draft Subsequent IS/MND for review. URS will incorporate the Town's comments on the Administrative Draft IS/MND and provide a Screencheck Draft Subsequent IS/MND for approval. Following approval of the Screencheck Draft Subsequent IS/MND, URS will prepare a public review Subsequent IS/MND for publication.

This scope of work also assumes that no comments will be received on the Subsequent IS/MND; therefore, no responses to comments will be prepared.

#### **1.1.4 Noticing and Distribution**

URS will prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). URS will print twenty-five (25) hard copies of the Draft Subsequent IS/MND and distribute the NOI and Draft Subsequent IS/MND to interested parties and local agencies as required under PRC 21092 and deliver the NOI to the San Mateo County Clerk Recorder's Office for posting.

#### **1.1.5 Public Meeting Attendance**

URS will attend one (1) Planning Commission hearing on the project to present the findings of the Draft Subsequent IS/MND. Once the Draft Subsequent IS/MND is adopted by the Town, URS will prepare and file the Notice of Determination for filing with the County Clerk Recorder's Office.

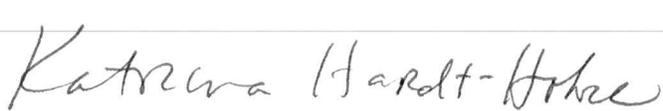
#### **1.1.6 Project Communications and Management**

This scope of work includes up to ten (10) hours of attendance at project team meetings and/or conference calls during the course of preparation of the Draft Subsequent IS/MND and six (6) hours of project management time.

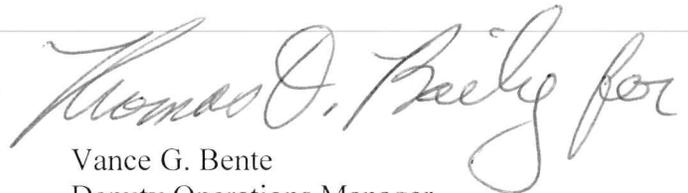
URS appreciates the opportunity to provide the Town of Atherton with environmental consulting services.

Sincerely,

**URS CORPORATION**



Katrina Hardt-Holoch  
Senior Environmental Planner



Vance G. Bente  
Deputy Operations Manager

Code/ Subtask	Task	Rate:	Senior Project Professional	Project Manager	Environmental Planner	Technical Specialist 1	Technical Special 2	Word Processaing	Graphics	URS Total Labor Hours	URS Labor Subtotal	URS Other Direct Costs	Total Cost
<b>Task 1.1.1</b>	<b>Project Initiation Tasks</b>		155.00	145.00	90.00	95.00	145.00	80.00	90.00				
	Preliminary Team Meeting/Project Strategy		0	12	0	0	0	0	0	12	\$1,740	\$ 100	\$ 1,840
	Background Materials Review		0	4	3	0	0	0	0	7	\$850	\$ 100	\$ 950
	Site Visit and Kick-Off Meeting		0	6	5	0	0	0	0	11	\$1,320	\$ 100	\$ 1,420
	<b>Total Task 1.1.1</b>		<b>0</b>	<b>22</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>\$ 3,910</b>	<b>\$ 300</b>	<b>\$ 4,210</b>
<b>Task 1.1.2</b>	<b>Prepare Project Description</b>												
	Prepare Draft Project Description		1	7	10	0	0	2	3	23	\$2,500	\$ -	\$ 2,500
	Prepare Final Project Description		0	3	5	0	0	1	1	10	\$1,055	\$ -	\$ 1,055
	<b>Total Task 1.1.2</b>		<b>1</b>	<b>10</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>33</b>	<b>\$ 3,555</b>	<b>\$ -</b>	<b>\$ 3,555</b>
<b>Task 1.1.3</b>	<b>Prepare Draft Subsequent IS/MND</b>												
	Prepare Administrative Draft Subsequent IS/MND		3	20	50	15	7	3	6	104	\$11,085	\$ -	\$ 11,085
	Prepare Screencheck Subsequent Draft IS/MND		1	15	30	10	3	1	1	61	\$6,585	\$ -	\$ 6,585
	Prepare Draft Subsequent IS/MND		0	15	20	0	0	1	0	36	\$4,055	\$ 400	\$ 4,455
	<b>Total Task 1.1.3</b>		<b>4</b>	<b>50</b>	<b>100</b>	<b>25</b>	<b>10</b>	<b>5</b>	<b>7</b>	<b>201</b>	<b>\$ 21,725</b>	<b>\$ 400</b>	<b>\$ 22,125</b>
<b>Task 1.1.4</b>	<b>Noticing and Distribution</b>												
	Prepare NOI		0	2	2	0	0	1	0	5	\$550	\$ -	\$ 550
	Distribute Draft Subsequent IS/MND and NOI		0	10	15	0	0	0	0	25	\$2,800	\$ 100	\$ 2,900
	<b>Total Task 1.1.4</b>		<b>0</b>	<b>12</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>30</b>	<b>\$ 3,350</b>	<b>\$ 100</b>	<b>\$ 3,450</b>
<b>Task 1.1.5</b>	<b>Public Meeting Attendance</b>												
	Attend Planning Commission Hearing		0	8	3	0	0	0	0	11	\$1,430	\$ 100	\$ 1,530
	<b>Total Task 1.1.5</b>		<b>0</b>	<b>8</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>\$ 1,430</b>	<b>\$ 100</b>	<b>\$ 1,530</b>
<b>Task 1.1.6</b>	<b>Project Communications and Management</b>												
	Conference Calls/Meetings		0	8	2	0	0	0	0	10	\$1,340	\$ -	\$ 1,340
	Project Management		1	4	1	0	0	0	0	6	\$825	\$ -	\$ 825
	<b>Total Task 1.1.6</b>		<b>1</b>	<b>12</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$ 2,165</b>	<b>\$ -</b>	<b>\$ 2,165</b>
	<b>TOTAL</b>		<b>6</b>	<b>114</b>	<b>146</b>	<b>25</b>	<b>10</b>	<b>9</b>	<b>11</b>	<b>321</b>	<b>\$ 36,135</b>	<b>900</b>	<b>\$ 37,035</b>

## SACRED HEART – PRACTICE GYM PROJECT

### Preliminary Schedule for Subsequent IS/MND

11/9/2012

<b>Item</b>	<b>Date</b>
City Council approves Consultant contract – issue notice to proceed	November 28, 2012
Project Initiation – Team Meeting	December 3, 2012
Prepare Project Description	December 3 - 10, 2012
Prepare Admin. Draft Subsequent IS/MND	December 10 – December 28, 2012
Atherton Review of Admin. Draft Sub. IS/MND	December 31 – January 4, 2013
URS Revises Admin. Draft, prepares Draft	January 7 – 11, 2013
Draft Subsequent IS/MND completed – file Notice of Intention to Adopt	January 14, 2013
Draft Sub. IS/MND circulated for 30 day public review	January 15 – February 13, 2013
Public hearing CUP, Sub. IS/MND adopted	February 27, 2013 (Planning Commission)
Appeal period ends (10 days)	March 11, 2013
File Notice of Determination	March 12, 2013

## Exhibit D

### Consultants, Specialist, or Experts

There are no consultants, specialists, or experts proposed outside the employ of URS Corporation.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER, GEORGE RODERICKS**

**FROM: NEAL J. MARTIN, TOWN PLANNER  
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**DATE: FOR THE MEETING OF NOVEMBER 28, 2012**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH  
LAMPHIER-GREGORY FOR PREPARATION OF AN ENVIRONMENTAL  
IMPACT REPORT AND REIMBURSEMENT AGREEMENT WITH MENLO  
SCHOOL AND MENLO COLLEGE**

#### **RECOMMENDATION:**

Approve the attached:

1. Professional Services Agreement with Lamphier-Gregory for the preparation of an Environmental Impact Report for the Menlo School and Menlo College Cartan Field Upgrade Project.
2. Reimbursement Agreement with Menlo School and Menlo College for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Cartan Field Upgrade Project.

#### **BACKGROUND and DISCUSSION:**

Menlo School and Menlo College are in the process of planning for the comprehensive replacement and upgrade of the jointly-owned and operated athletic facilities at Cartan Field. In order to proceed with the project the Schools will need to make application and receive approval for a Conditional Use Permit from the Atherton Planning Commission.

Prior to acting on the Conditional Use Permit, the Planning Commission is required to identify and analyze any potential adverse environmental effects of the proposed project. To complete this analysis, this project requires an Initial Study and Environmental Impact Report.

The Cartan Field Upgrade Project (“The Project”) as currently conceptualized, consists of a complete reconstructing of the two baseball fields and related facilities, construction of a new aquatics center for use by Menlo School, ten tennis courts, a multi-use field for football, lacrosse and soccer, related spectator stands and facilities for each venue, and new parking for 168 cars.

The Town of Atherton is the Lead Agency in the environmental review process since it will be reviewing and potentially issuing the primary permits for the proposed project. There may be other Responsible Agencies, for example the Menlo Fire Protection District if there are permits required to be issued by that agency. As the Lead Agency, Atherton is required to prepare or cause to be prepared, any environmental documents required by law to be completed prior to Town review of the Conditional Use Permit or other discretionary permits

At the request of Menlo School and Menlo College, Planning Staff sent out requests for proposals to five qualified consulting firms to perform environmental services in connection with the proposed project. Four firms responded with proposals. Interviews of the four firms were conducted on October 24 and November 5, 2012. Town Planner Neal Martin, Public Works Director Mike Kashiwagi and Deputy Town Planner Lisa Costa Sanders conducted the interviews together with a representative of Menlo School and Menlo College. Although Town Staff reserved the right to make the final recommendation, there was unanimous consensus to recommend Lamphier-Gregory as the Town’s consultant. Lamphier-Gregory had the strongest management and presentation skills of the consultants interviewed. They also proposed to collaborate with Crane Transportation Group on the traffic portion of the project. Crane Transportation had the depth of experience and strong presentation skills needed to round out the team.

All costs associated with the preparation of environmental documents will be borne by Menlo School and Menlo College. The total agreed budget for Lamphier-Gregory is \$197,328. Town costs are estimated at an additional \$30,000 to \$40,000. The applicant will deposit the full amount of the budget prior to any authorized work.

The Professional Services Agreement is in a form that the Town has used in the past. The Agreement is a time and materials agreement with an established maximum that will be based on the agreed budget. Since environmental services contracts often require additional time due to unanticipated issues arising during the research and analysis phase, a 20% contingency has been included in the contract.

The City Council has requested assurances that the project applicant will reimburse the Town for all consultant and staff costs expended by the Town related to environmental and land use entitlement services. To meet this concern, staff has prepared the attached Reimbursement Agreement setting out the parameters and process for reimbursement. The agreement provides for a \$30,000 deposit with provisions for additional deposits should the costs exceed \$30,000.

The Reimbursement Agreement has been reviewed and approved by the City Attorney.

**FINANCIAL IMPACT:**

All costs of the services will be paid for by Menlo School and Menlo College. Costs for staff time associated with the project will also be paid for by Menlo School and Menlo College through deposits with the Town Finance Department.

**FORMAL MOTION:**

I move that the City Council approve the Professional Services Agreement with Lamphier-Gregory for the preparation of an Environmental Impact Report for the Menlo School and Menlo College Cartan Field Upgrade Project and authorize the City Manager to sign the Agreement. I further move that the City Council approve the Reimbursement Agreement with Menlo School and College for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Cartan Field Upgrade Project and authorize the City Manager to sign the Agreement.

Prepared By:

Approved by:

\_\_\_\_\_  
Neal J. Martin, Town Planner

\_\_\_\_\_  
George Rodericks, City Manager

Attachments:

1. Draft Professional Services Agreement
2. Draft Reimbursement Agreement
3. Lamphier-Gregory, *EIR Proposal for Cartan Field Upgrade Project, Town of Atherton, November 9, 2012*

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 28th day of November, 2012 by and between the TOWN OF ATHERTON ("Town") and LAMPHIER-GREGORY ("Consultant").

### RECITALS

WHEREAS, Town desires to obtain professional environmental analysis and reporting services in connection with the proposed Cartan Field Upgrade Project; and issued a Request for Proposals with requirements (Exhibit F); and

Whereas Consultant responded to this RFP with its proposal and plan to fulfill all required aspects of the required work (Exhibit E); and

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, all of the costs associated with this Agreement shall be paid out of a deposit made to the Town by **Menlo School and Menlo College**; and

WHEREAS, the above cited deposit is made pursuant to a Reimbursement Agreement between the Town and **Menlo School and Menlo College** that provides for reimbursement of environmental consultant and Town staff services; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

### AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his designee shall represent Town for all purposes under this Agreement as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant hereby assigns Scott Gregory, Principal to have overall responsibility for the progress and execution of this Agreement, he agreed to be a key person and not subject to change or substitution without the written permission of the Project Manager, and his agreements are binding;

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its Project Manager may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, and if the amount of time required to perform the amended Scope of Work exceeds that set forth in this Agreement, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Project Manager. Failure of Consultant to secure the Project Manager's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of compensation.

B. Time of Performance. The Services are to commence on or after November 29, 2012 and must be completed not later than December 31, 2013. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager. Any changes to the Schedule of Performance required by the Project Manager made in good faith shall not result in any changes in compensation due Consultant, and Consultant agrees to hold harmless and indemnify Town from any damages as a result of any such extension of the Schedule of Performance.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the highest standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory or incomplete work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly invoices reflecting work performed since the last payment or after submission of the initial invoice in the first instance. Town shall make payment in full, within thirty (30) days after approval of the invoice by the Project Manager which shall not be unreasonably withheld.

B-1 Audit right. Town shall have up to 24 months following completion of this contract for the purposes of auditing supporting records for any invoice period. Any such audits will be announced and scheduled within two weeks of notification of intent to audit by Town. Similarly, Town reserves the right to dispute any bills for that period should it find

issues with supporting documentation. Any disputes shall be in writing and shall be addressed and resolved within 30 days of date of notice.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization from the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in and owned by Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the express written consent of Town. Basic sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitation on their use. Consultant may retain copies of the above-described information but agrees not to disclose any information gathered, created or generated in any way as part of this Agreement without the written permission of the Project Manager.

A. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town. All consultants, specialists, or experts approved by Town are listed in Exhibit D, and such persons are hereby agreed to be key persons and not subject to change or substitution without the written permission of the Project Manager.

8. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm or any person, consultant, or entity, has, or shall acquire any interest in the Library project, including any subsequent phase of design of the project, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by it as an officer,

employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

9. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

10. Indemnity. Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation and creation of liability is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

11. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town, and Consultant, its officers, employees and agents shall not have any power to bind or commit Town contractually or financially.

12. Compliance with Laws.

A. General. Consultant shall exercise the highest standard of professional care in complying with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee 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 it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

F. Town is not Liable for schedule or cost impacts. Town is not Liable for schedule or cost impacts due to its delays in meeting its obligations\_(other than payments) unless Consultant provides written notification to Town of its schedule impact at least 5 working days in advance of any critical path item.

G. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

14. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately permit this Agreement to be deemed void.

15. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be

recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager

16. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to secure and maintain for the duration of this Agreement, a General Liability insurance policy insuring it in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to secure and maintain for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff in an amount not less than One Million Dollars (\$1,000,000.00 ) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall secure and maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on an occurrence basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant.

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only with respect to work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other

insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements reflecting coverages required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, delivered to Town. Current certification of such insurance shall be kept on file by the Project Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII or as otherwise approved by the Project Manager.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the required insurance coverage.

#### 17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.



23. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to either charges for services, expenditures, and/or disbursements charged to Town for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office.

24. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

25. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

26. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

27. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

28. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

29. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts
- E. Exhibit E Proposal
- F. Exhibit F RFP

30. Execution. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

32. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

33. Order of Precedence: This Agreement, RFP, Consultant's Proposal

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF ATHERTON

CONSULTANT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:

Date:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

Date:

ATTEST:

By: \_\_\_\_\_

City Clerk

EXHIBIT A  
Scope of Work

**EXHIBIT B**

**Schedule of Performance**

EXHIBIT C  
Compensation

## EXHIBIT D

### Consultants, Specialists, or Experts

Crane Transportation Group  
Mark D. Crane, Principal  
2621 E. Windrim Court  
Elk Grove, CA 95758

Environmental Vision  
Marsha Gale, Managing Principal  
2550 Ninth Street, Suite 205  
Berkeley, CA 94710

Rosen, Goldberg, Der & Lewitz  
Harold Goldberg, Principal  
1100 Larkspur Landing Circle #375  
Larkspur, CA 94393

Zander Associates  
Leslie J. Zander, Principal Biologist  
150 Ford Way  
Novato, CA 94945

HortScience, Inc.  
Deanne Ecklund, Consulting Arborist, Horticulturist  
325 Ray Street  
Pleasanton, CA 94566

EXHIBIT E

Proposal

EXHIBIT F

RFP

**Reimbursement Agreement  
With Menlo School and Menlo College for the Cartan Field Upgrade Project**

This Reimbursement Agreement (this "Agreement") is entered into effective as of the 28th day of November, 2012 (the "Effective Date") by and between the TOWN of Atherton, a California Municipal Corporation (referred to as "TOWN") and Menlo School and Menlo College as joint and severally liable (referred to as "SCHOOLS").

**RECITALS**

- A. SCHOOLS are in the process of preparing plans for the reconstruction and upgrade of the jointly-owned Cartan Field. In order to proceed with such a project SCHOOLS will need to make application and receive approval for a Conditional Use Permit from the Atherton Planning Commission. SCHOOLS may also make other applications to the TOWN during this process.
- B. SCHOOLS acknowledges that TOWN's processing of the project applications are for SCHOOLS' benefit and agree to reimburse TOWN for all costs associated with preparing environmental studies and documents, processing its project applications, including but not limited to TOWN staff time, outside consultants, and legal costs, in accordance with the terms of this Agreement.

NOW, THEREFORE, TOWN and SCHOOLS agree as follows:

- 1. Reimbursement of Costs. SCHOOLS shall reimburse TOWN for the following costs that are incurred in preparing environmental studies and documents, processing the project applications, managing the project applications, and completing the entitlement review process:
  - a. All actual costs incurred for services rendered by Lamphier-Gregory (L-G) and their subconsultants in connection with the preparation of environmental studies and documents as generally outlined in the L-G proposal dated November 9, 2012. Total cost estimate is \$197,328.
  - b. All actual TOWN staff costs, and TOWN Attorney or outside legal costs, estimated to be between \$30,000-\$40,000. TOWN shall calculate staff time at rates established by City Council Resolution and published on the TOWN website.
- 2. Deposit. Within fifteen (15) calander days of executing this Agreement, SCHOOLS agree to deliver to TOWN the sum of Two Hundred Twenty Seven Thousand Three Hundred Twenty Eight Dollars (\$227,328.00) as the estimated deposit for the work to be performed by TOWN and its consultant or consultants (referred to as the "Deposit"). TOWN and SCHOOLS acknowledge that this Deposit amount may be only an initial payment and may not be sufficient to cover the anticipated actual cost of consultant services and TOWN's staff costs and attorneys' fees. TOWN may use the Deposit to pay the amounts described in Section 1.
- 3. Additional Deposit. Should the City Manager determine that the Deposit amount is insufficient to pay for the cost of URS and or Town staff services, he shall immediately notify SCHOOLS that addition funds will be needed. SCHOOLS shall submit funds to

TOWN in sufficient amounts to increase the Deposit by the amount estimated by the City Manager within fifteen (15) calendar days of receipt of written notice from TOWN that the Additional Deposit amount is necessary. If SCHOOLS fail to submit funds to TOWN in sufficient amounts to increase the Deposit amount to the amount requested by the TOWN within 15 calendar days of TOWN providing written notice that the Additional Deposit amount is necessary, TOWN will notify its consultants to stop work and will suspend processing permit applications until SCHOOLS provide adequate funds to increase the Deposit amount to at least the amount requested by the TOWN.

4. Disposition of Deposit. Thirty days after applicant has obtained all land use entitlements including all necessary environmental studies and reports, and TOWN has verified that all of the costs in Section 1 have been paid, TOWN shall refund the remaining Deposit amount to SCHOOLS. If upon completion of TOWN's land use entitlement process the Deposit amount is insufficient to cover all of the costs described in Section 1, SCHOOLS will promptly pay the remaining balance to TOWN. TOWN shall not issue final approval certificate documents until all monies due are paid.
5. Monthly Invoices. TOWN shall provide SCHOOLS with monthly invoices for work performed under this Agreement. Such invoice must provide sufficient detail from which SCHOOLS may confirm who performed the services, the nature of the work performed, the hours worked, the rate charged to the TOWN, and that the services were reasonably and directly related to the review and processing of SCHOOLS' project.
6. Condition Precedent and Failure to Pay. As long as SCHOOLS maintain the Deposit and reimburses TOWN for the costs of consultant work, processing, and coordinating, as outlined in this Agreement, TOWN shall perform those functions described herein. SCHOOLS acknowledge that failure to pay said amounts when due under this Agreement shall result in the inability of the TOWN to complete its required activities and will result in the immediate cessation of any work in progress and the subsequent inability of the TOWN to continue processing said work.
7. Termination. Should SCHOOLS withdraw its applications, it may terminate this Agreement by providing notice in the manner indicated below. SCHOOLS shall be responsible for the payment of Consultant's and TOWN's cost for all work performed up to and including the date of termination. Any additional unexpended funds deposited with TOWN pursuant to this Agreement shall be returned to SCHOOLS.
8. Indemnity. TOWN shall have no liability for any loss, cost, expense, or damage, direct or indirect, to SCHOOLS on account of any act or omission of any consultant or on account of the quality, content, or conclusions of the materials prepared by any consultant engaged by TOWN pursuant to this Agreement. To the fullest extent permitted by law, SCHOOLS agree to defend, indemnify, and hold harmless TOWN and its officials, agents, officers, and employees, with counsel acceptable to TOWN, from any claim, action, or proceeding against TOWN or its officials, agents, officers, or employees involving the work of TOWN and its consultant pursuant to this Agreement, including but not limited to any claims, actions, or proceedings to attack, set aside, void or annul an approval of TOWN, any advisory agency, appeal board, or legislative body, which claim, action or proceeding is brought within the time period provided for in California law, except to the extent such claims arise from TOWN's sole or willful negligence. TOWN will promptly notify SCHOOLS of any claim,

action or proceeding subject to this provision, and will cooperate fully in the defense of any such claim, action, or proceeding.

SCHOOLS further agree to defend, indemnify and hold TOWN harmless and its officials, agents, officers, employees, with counsel acceptable to TOWN, for all costs and expenses, including attorneys' fees, incurred by TOWN or held to be the liability of TOWN in connection with TOWN's defense of its actions in any proceeding brought in any legal challenge including any administrative or State or Federal court action challenging TOWN's actions with respect to SCHOOLS' project.

9. Notices. Any written notice to SCHOOLS shall be sent to:

**Head of Schools  
Menlo School  
50 Valparaiso Avenue  
Atherton, CA 94027**

and:

**President  
Menlo College  
1000 El Camino Real  
Atherton, CA 94027**

Any written notice to TOWN shall be sent to:

City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

with a copy to:

City Attorney  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

10. Time of the Essence. For the purpose of this Agreement and of each provision of this Agreement, time is of the essence.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. This Agreement is not subject to modification except in writing signed by all parties.

12. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
13. Cooperation. Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. The Parties shall act in good faith toward each other and shall act in a fair, diligent, expeditious and reasonable manner, and no Party shall take any action that will prohibit, impair or impede any other Party's exercise or enjoyment of its rights and obligations secured through this Agreement.
14. Relationship of the Parties. SCHOOLS acknowledges and agrees that the work performed by Consultant shall be directed and controlled by the TOWN completely independently of SCHOOLS and that SCHOOLS have no right to direct or control that work.
15. Authorized Signatories. Each of the undersigned hereby warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for whom he/she signs.
16. Governing; Jurisdiction; Venue. This Agreement shall be interpreted under the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of San Mateo, State of California.

**TOWN OFATHERTON**

**SCHOOLS**

**Menlo School**

\_\_\_\_\_  
George Rodericks, City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

**Menlo College**

By: \_\_\_\_\_

\_\_\_\_\_  
Theresa DellaSanta, City Clerk

Its: \_\_\_\_\_

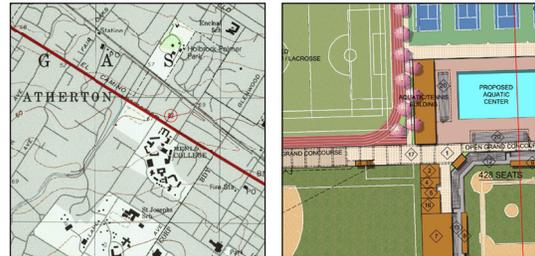
Approved as to form:

\_\_\_\_\_  
William B. Conners, City Attorney



# EIR PROPOSAL FOR CARTAN FIELD UPGRADE PROJECT, TOWN OF ATHERTON

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Revised: November 9, 2012



LAMPHER-GREGORY

IN ASSOCIATION WITH:

CRANE TRANSPORTATION GROUP - ENVIRONMENTAL VISION - HORTSCIENCE  
ROSEN GOLDBERG DER & LEWITZ - ZANDER ASSOCIATES



## PROJECT UNDERSTANDING

### The Project

Menlo College and Menlo School, two independent educational institutions, are seeking approval from the Town of Atherton for a comprehensive replacement and upgrading of the jointly-owned and operated athletic facilities at Cartan Field. Located on the west side of El Camino Real between Alejandra and Isabella Avenues in Atherton, the project would completely reconstruct the two baseball fields and related facilities, construct an aquatics center, ten tennis courts, a multi-use field for football, lacrosse and soccer, related spectator stands and facilities for each of the venues, and a new parking lot for 168 cars. The proposed plan for these facilities has been thoughtfully designed to avoid or minimize potential noise, visual and other impacts on nearby residences.

### The Assignment

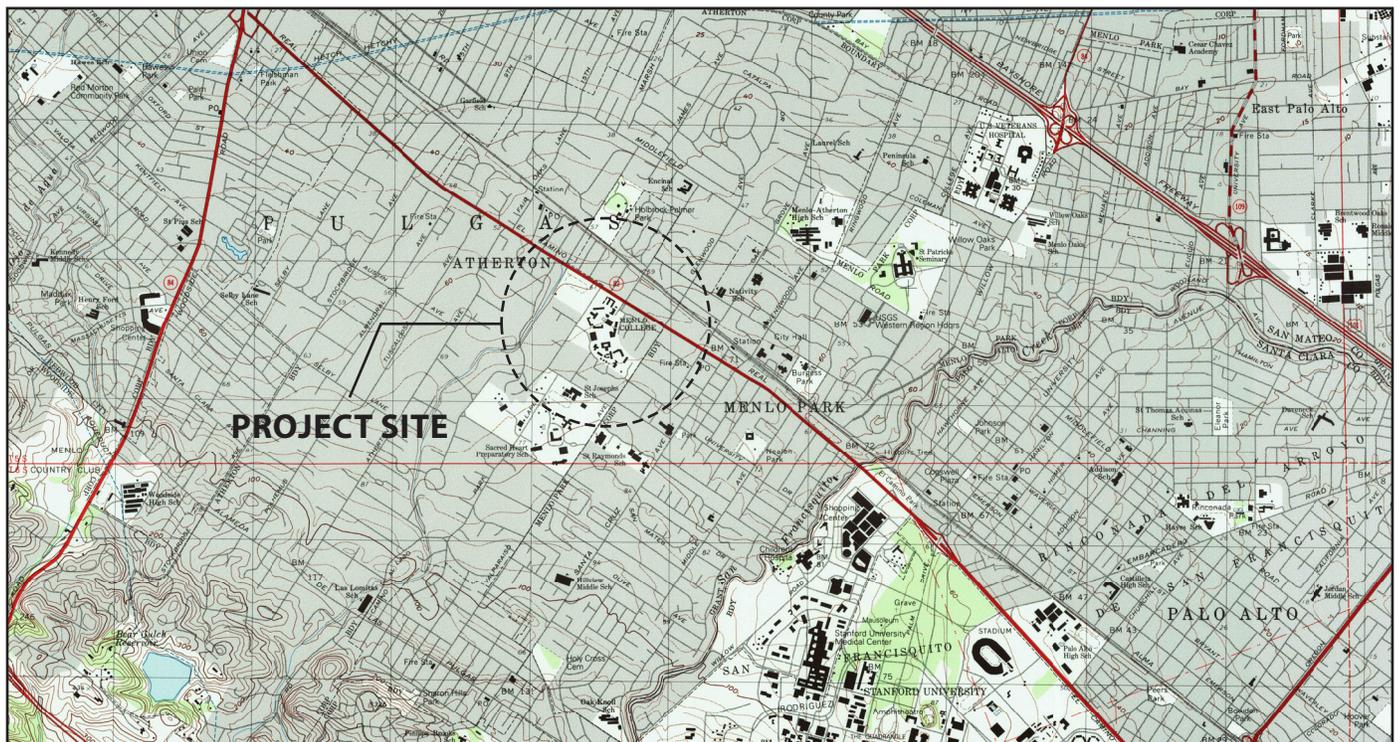
The Town of Atherton is seeking an environmental consultant to undertake required environmental evaluation of the proposed project and to prepare appropriate documentation for compliance with the California Environmental Quality Act (CEQA). As indicated in the Town's Request for Proposals (RFP), the consultant's work will include preparation of an Initial Study and a focused Environmental Impact Report (EIR), all supported by required public notices and hearings.

## Environmental Issues

The RFP indicates that potentially significant impacts might be identified in the Initial Study in the following areas:

- Aesthetics
- Biology (including loss of heritage trees)
- Noise
- Traffic and parking

The existing athletic fields and facilities have been operating at the current location for many years. Soccer, football, lacrosse, baseball and tennis events attract large crowds of participants and spectators. Parking at the existing complex is limited and there is significant spill-over parking into adjacent neighborhoods and on the Menlo School grounds. Adjacent residents to the west and north are understandably sensitive to the kinds of impacts that facilities like these can have. We recognize that there is likely to be a high degree of local interest in the proposed project and in evaluation of its environmental effects.



## APPROACH AND SCOPE OVERVIEW

We will approach this assignment in an orderly step by step manner, as required by CEQA, and consistent with the procedures followed by the Town of Atherton. Our work will proceed generally as follows:

1. At the initial start-up meeting with Town staff, we will agree on our working understanding of the project description, determine appropriate CEQA threshold levels, and finalize the schedule. We will also begin a conversation with Town staff about how to best address non-CEQA-level issues that we anticipate to be of concern to the neighbors. Such issues may include parking, traffic increases that may not trigger CEQA impacts, and noise effects that may be noticeable but not so substantial as to constitute significant CEQA impacts. After the meeting, we and members of our technical team will undertake appropriately scoped studies of environmental factors likely to require the most carefully detailed analysis. These will include:
  - a traffic impact analysis, including an assessment of parking needs relative to the proposal for 168 spaces;
  - an evaluation of future noise levels compared against existing conditions, as experienced at different locations adjacent to the Project site;
  - preparation of technically accurate photo-simulations of the proposed new structures and facilities from representative nearby vantage points;
  - A database search for known cultural resources that might be affected by the project, and
  - A survey of biological resources, including an inventory and assessment of trees that could be affected by the project.

Detailed methodologies for these studies are set forth later in this proposal.

2. As the technical studies are being undertaken, Lamphier-Gregory will prepare an Initial Study that provides setting and environmental impact analysis on all topics required by CEQA. The Initial Study will employ the format consistent with the Environmental Checklist set forth in Appendix G of the State CEQA Guidelines. Discussion of potential impacts in the topic areas being studied in detail will be deferred to the EIR. We will submit an administrative draft of the Initial Study to Town staff for internal review.
3. We will revise the initial draft document in response to comments from Town staff and prepare a version

for public review. The document will be circulated to the public along with a Notice of Preparation (NOP) for an EIR, in accordance with CEQA public notice and distribution requirements.

4. If requested by Town staff, we will attend a public scoping meeting to take input from the public on the scope and study methodologies proposed for the EIR.
5. Following the 30-day public review period for the Initial Study and NOP, we will complete the technical studies and prepare the Draft EIR, as discussed in detail later in this proposal.
6. We will submit an administrative draft EIR to Town staff for internal review and make appropriate revisions, as directed. A public review Draft EIR will be released for a 45-day public review period during which there would be a public hearing before the Town Planning Commission to take comments from the public on the Draft EIR.
7. We will complete the process by preparing responses to all public comments received during the public review period, preparing a Final EIR and a Mitigation Monitoring and Reporting Program, all in accordance with CEQA requirements. After review and sign-off by Town staff, final documents will be prepared and distributed to the public and decision-makers and presented for consideration and further review and recommendation by the Planning Commission and then for certification by the City Council. We will work closely with Town staff throughout the process and will assist, as needed, in preparing staff reports, CEQA Findings and a Statement of Overriding Considerations, if necessary, and filing required notices.

## QUALIFICATIONS AND STAFFING

Lamphier-Gregory is a professional services firm specializing in urban planning, environmental analysis and project management. Our services include preparation of Environmental Impact Reports (EIRs) and other environmental review documents; project review and permit processing; and assistance to local agencies in managing large complex, and controversial projects. Lamphier-Gregory has grown in both size and capability since its inception in 1979. Preparing environmental documents as a prime contractor for cities, counties and other governmental agencies is the firm's primary focus. Typical projects include CEQA and NEPA documents for urban and suburban residential and commercial developments, municipal facilities (e.g. libraries, firehouses, juvenile justice facilities), churches, schools, office buildings transportation projects (e.g., interchange improvements), and industrial projects including gas pipelines and refineries.

The firm is currently staffed with six professional planners who are excellent problem solvers, communicators, and team managers, and – importantly - skillful and efficient writers. Most projects require technical expertise for studies such as traffic or noise impacts, biology or other topics; these are matters for which we subcontract with specialists who have the appropriate level of expertise need for a particular project. Our proposal for the Cartan Field Upgrade Project includes a team of five subconsultants who will work in close coordination with us to produce the EIR.

## Staffing

For the Cartan Field Upgrade Project, the Lamphier-Gregory team will include Rebecca Gorton, Senior Planner, as Project Manager and principal environmental document preparer, under the direction of Scott Gregory, President, and Project Director. Rebecca Gorton will also prepare the air quality and greenhouse gas analyses. Additional support from other staff is available, should it be necessary.

**Scott Gregory** has managed, prepared and peer reviewed a wide variety of environmental documents including EIRs and Initial Studies/Negative Declarations and EIR Addendums for many public and private development projects and for local General Plans and Specific Plans during his 25 + years of professional planning practice. Scott is currently involved with several large-scale CEQA assignments including an EIR for the redevelopment of a major commercial center in Oakland’s Rockridge neighborhood, and an Initial Study/Mitigated Negative Declaration for a mixed-use project in San Francisco involving a medical office building and a 200-unit condominium building. Scott is also leading a team preparing a Specific Plan and EIR for the West Oakland neighborhood and a plan for new sports facilities and related land uses at the Oakland Coliseum complex.

**Nat Taylor** has been with Lamphier-Gregory for approximately 10 years and has been an outstanding addition to the staff, demonstrating an impressive ability to generate superior quality work in a focused and efficient yet forceful manner. Nat was the principal CEQA document preparer for the two studies for a new library in San Lorenzo for Alameda County and for the proposed Alameda County Government Center on a vacant site in north Dublin. Some of Nat’s current work includes an Initial Study/Mitigated Negative Declaration for proposed charter high school in Oakland, coordinating technical studies for a pipeline replacement project for East Bay Municipal Utilities District (EBMUD) and a proposed 15-lot subdivision in the Fairview district of Alameda County.

**Rebecca Gorton** is our in-house Air Quality and Greenhouse Gas expert as well as an accomplished and effective EIR preparer. Rebecca has closely followed the evolution of laws and regulations pertaining to the study of air quality and GHG

<b>Scott Gregory</b> , PRESIDENT	
<b>John Courtney</b> , Senior Planner	
<b>Nathaniel Taylor</b> , Senior Planner	
<b>Rebecca Gorton</b> , Senior Planner	
<b>Kevin Colin</b> , Senior Planner	
<b>Ricardo Bressanutti</b> , Senior Planner	
<b>Britt Hallquist</b> , Business & Finance	

impacts, including health risk assessments, and has stayed current with CEQA requirements and study methodologies. Rebecca is often sought out by clients specifically to prepare technical AQ and GHG studies for environmental documents prepared by others. In addition to her focused work in these technical areas, Rebecca is fully capable of producing EIRs for both large and small projects which she has completed on a number of projects throughout the Bay Area and in some Central Valley communities. For example, Rebecca was the Project Manager and EIR preparer for the Oyster Point Marina project in South San Francisco for the Shorenstein/SKS development and for an Initial Study/MND for a replacement fire station for the Menlo Park Fire Protection District. Rebecca has also prepared a number of EIRs and MNDs for projects in South San Francisco and one in San Carlos.

**Kevin Colin** came to Lamphier-Gregory with over nine years of public sector planning experience in the City of Ventura where he gained extensive and comprehensive skills working on both current and long range planning assignments. At Lamphier-Gregory, Kevin applies his knowledge and skills to CEQA document preparation, local

government staff supplementation, and preparing Specific Plans and form-based codes. At Lamphier-Gregory, Kevin has proven himself extremely capable of managing and leading multi-disciplinary teams through the CEQA process involving sensitive environmental issues. When tackling work assignments, Mr. Colin enjoys breaking an idea or concept into its most fundamental parts, subjecting those parts to intense scrutiny, and reassembling the idea before giving it up for review and approval. Mr. Colin also desires and values the input of others to refine a particular view of an issue. Mr. Colin also takes a straightforward and realistic attitude toward tasks, approaching them with impartial analysis, and basing his decisions on well thought-out plans, impersonal data, and an overall probability of success.

**Ricardo Bressanutti** has over 18 years of land use planning and environmental review experience. Since joining Lamphier-Gregory earlier this year, Ricardo has performed as project manager and principal author for CEQA EIRs and MNDs, and supported the firm's specific plan projects. His previous experience includes public-sector long-range and current planning with the Cities of San Francisco, Oakland and Livermore. Mr. Bressanutti has assisted in conducting public involvement and consensus building processes, and has 6 years of experience in volunteer community mediation and coaching. He is a LEED Accredited Professional (LEED AP BD+C) and a Certified GreenPoint Rated Advisor/Rater. Mr. Bressanutti is skilled at designed strategic, technical and administrative approaches, and preparing concise and readable, yet technically accurate and complete documents. He has a keen understanding of the various documents that inform decision-making and make up the public record, and how they relate to and support one another.

Resumes for all Lamphier-Gregory staff and proposed staffing from our subconsultants are included at the end of this proposal.

Lamphier-Gregory References:

Chris Bazar  
 Community Development Department Agency Director  
 County of Alameda  
 224 W. Winton Avenue, Room 110  
 Hayward, CA 94544  
 510-670-5333 or [chris.bazar@acgov.org](mailto:chris.bazar@acgov.org)

Mark Wald  
 City Attorney's Office  
 6th Floor, City Hall  
 1 Frank Ogawa Plaza  
 Oakland, CA 94612  
 510-238-3540 or [MWald@oaklandcityattorney.org](mailto:MWald@oaklandcityattorney.org)

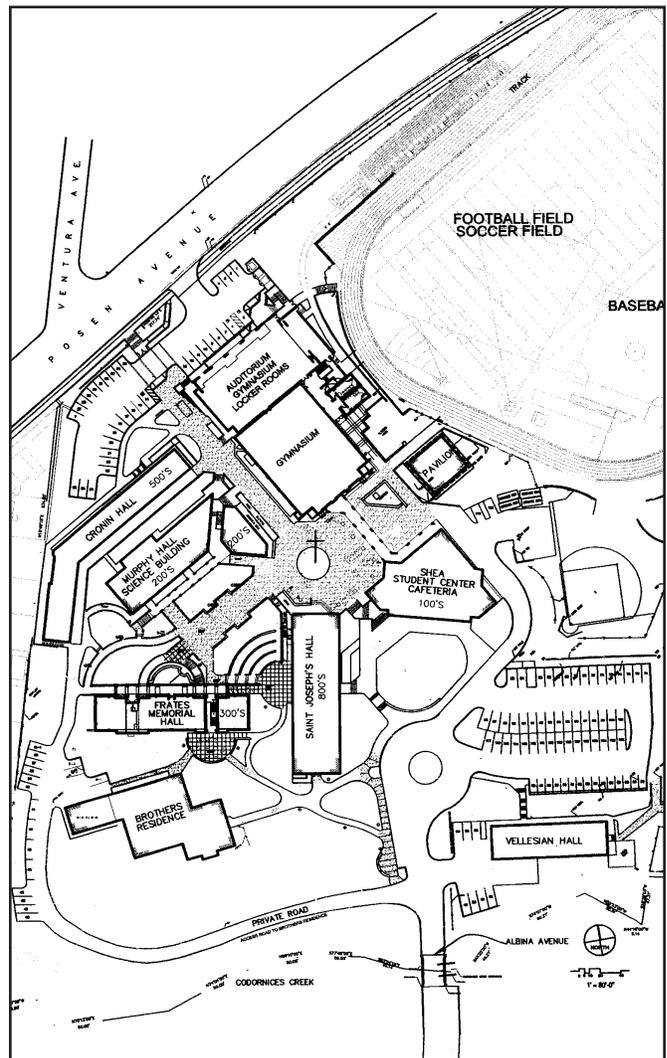
Carmen Borg  
 Shute, Mihaly & Weinberger

396 Hayes Street  
 San Francisco, CA 94102  
 415-552-7272  
 Gerry Beaudin, Senior Planner  
 City of South San Francisco  
 650-877-8535 or [Gerry.Beaudin@ssf.net](mailto:Gerry.Beaudin@ssf.net)

Relevant Project Experience and References

**St. Mary's College High School IS/MND**

The School needed to rehabilitate an aging athletic field which was beginning to create safety hazards. The project involved the installation of artificial turf. Lamphier-Gregory prepared an Initial Study which provided the basis for a Mitigated Negative Declaration. There was considerable concern from adjacent property owners in Berkeley and Albany who worried that an upgraded recreational facility



**St. Mary's College Master Plan**



**San Rafael Airport Recreation Facility**

would result in increased use of the athletic field, which could generate increased traffic, noise and light. The Initial Study addressed these and other environmental issues associated with the project, identifying mitigation measures to reduce potential impacts to a level considered less than significant. The environmental review provided the starting point for negotiating field scheduling limitations agreeable to the neighbors and the School.

### **San Rafael Airport Recreation Facility EIR**

The owners of the private San Rafael Airport proposed development of a recreational facility including an indoor soccer field, an outdoor soccer field, and an outdoor practice field, along with associated parking. Lamphier-Gregory prepared an EIR for this project addressing key issues related to aviation safety (including the safety of those who would be using the facility in the immediate vicinity of an active runway), potential noise and lighting effects on the endangered California Clapper Rail that had been observed in the vicinity, visual effects and increased vehicular traffic moving to and from the site. The proposed use of artificial turf for the outdoor fields was also an issue that generated considerable attention during the environmental review process, as this was considered by the applicants to be critical in assuring that the private recreational facility could be profitably used to the maximum extent possible, regardless of weather conditions. These issues were addressed in the

EIR which indicated that all potentially significant impacts associated with the proposed facility could be reduced to a level considered less than significant through effective implementation of identified mitigation measures.

### **Menlo Park Fire Protection District Station 2 Replacement Project IS/MND**

Lamphier-Gregory prepared an Initial Study/MND for a replacement fire station on an in-fill site in East Palo Alto for the Menlo Park Fire Protection District. Lamphier-Gregory was selected for this work by the attorneys for the Fire District, Shute Mihaly & Weinberger. The project involved the acquisition of two adjacent properties (single-family homes), the merger of the lots into one parcel, the demolition of the two acquired homes and the existing outmoded fire station, site clearance and grading, and the construction of a new fire station, fueling facility, communications tower and site paving and landscaping. Because the existing fire station and adjacent homes were more than 50 years old it was necessary to prepare an assessment of the structures as historic resources. The environmental document for this project was quickly certified and the new station has been cleared for construction.

## **SUBCONSULTANTS TO LAMPHIER-GREGORY**

### **Crane Transportation Group**

Crane Transportation Group (CTG) is a traffic and transportation planning firm with offices in the San Francisco Bay Area. Each of the firm's principals has more than 37 years of professional experience in northern and central California as well as additional working experience in southern California and the western United States.

CTG provides advanced traffic and transportation planning skills for the public and private sector. For every study undertaken, our principals provide the expertise of a Registered California Traffic Engineer or a senior transportation planner (AICP). Throughout each study, our principal-in-charge maintains primary involvement, rather than delegating the majority of work to junior staff members, thereby achieving a consistently superior work product. This approach has been maintained for the more than 800 projects completed by CTG principals.

Mark D. Crane, P.E. has over 37 years of experience in traffic and transportation planning.

Carolyn R. Cole, AICP has over 37 years of experience in the fields of urban and regional planning.

Crane Transportation Group has the following experience relative to the project subject to this proposal:

### **Sacred Heart Schools Master Plan Draft EIR – Town**

**of Atherton.** Analysis was conducted in this recently-completed study to determine off-site and driveway access circulation impacts due to expanding enrollment at all schools within the Sacred Heart campus as well as due to relocation of on-site drop off/pickup facilities for some of the students. Data was gathered from previous studies as well as traffic counts/field observations conducted specifically for the EIR. Impacts were determined for both Town of Atherton and City of Menlo Park locations based upon impact significance criteria specific to each jurisdiction. A close working relationship was maintained with Town of Atherton Planning and Public Works staff during the course of the EIR.

**Encinal School Expansion EIR – Menlo Atherton School District (within the Town of Atherton).** This recently completed study evaluated the circulation impacts due to planned expansion of the K-5 Encinal School located in the City of Atherton. Intersection and street segment impacts were determined in both Atherton and the City of Menlo Park as well as at the intersection with El Camino Real (State Route 82) providing the most direct connection to the school. Operation of proposed improvements to the school's on-site pickup/drop off area was also evaluated. Measures were developed to mitigate project impacts, including signalization of a nearby intersection. In addition, evaluation was conducted to determine the mitigating effects of school busing and expanding drop off/pickup times for various grades.

Mark D. Crane, P.E. will be principal in charge of the Cartan Fields Upgrade Project circulation and parking analysis. Mr. Crane's resume is included at the rear of the proposal.

### Environmental Vision

Environmental Vision (EV) provides specialized planning and design consulting services to address the aesthetics and public perception of environmentally sensitive projects. EV has extensive experience in preparing visual studies for a variety of projects located within sensitive and scenic viewsheds. EV's in-depth CEQA expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation.

The photo-simulations proposed as part of our work program will be prepared by Marsha Gale, with assistance from Chuck Cornwall and EV staff.

### Rosen, Goldberg Der & Lewitz (RGDL)

RGDL was established in 2003. The four principals have extensive experience in both the theoretical and practical aspects of acoustical and audiovisual system design. They have completed hundreds of projects for both the public and private sectors.

The consulting staff at RGDL has extensive experience in the analysis of noise issues related to athletic facilities, as indicated in the projects listed below. Alan Rosen will be project manager. Mr. Rosen has performed environmental noise studies for over 25 years including the projects listed below. Assisting Mr. Rosen will be Harold Goldberg, P.E. Mr. Goldberg is a board certified noise control engineer and an expert in conducting noise studies related to athletic facilities. Their resumes are provided at the end of this proposal.

Project: Sacred Heart School Master Plan EIR  
Location: Atherton, CA  
Client: Christopher A. Joseph & Associates

Project: Hillview Middle School Recon-figuration  
Location: Menlo Park, CA  
Client: Benson Lee

Project: Ross Commons Ballfield Relocation  
Location: Ross, CA  
Client: Town of Ross

Project: Pleasant Hill Parks Field Upgrades  
Location: Pleasant Hill, CA  
Client: Jerry Haag Urban Planner

Project: Chabot College Master Plan EIR,  
Location: Hayward, CA  
Client: DMJMH+N, Inc.

Project: Dublin High School Master Plan EIR  
Location: Dublin, CA  
Client: LFR Levine Fricke

Project: Maria Carrillo High School Field Lighting  
Location: Santa Rosa, CA  
Client: Christopher A. Joseph & Associates

### Zander Associates

Principals, Michael Zander & Leslie Zander, bring over 40 years of experience in biology, resource management and regulatory review to the complex task of land use planning in California and elsewhere. They work closely with an experienced staff of biologists, planners and water quality experts on every project, to assure the highest quality of service.

The biological resources assessment for the Cartan Fields Upgrade Project will be done by Leslie Zander, Principal.

### HortScience

HortScience, Inc. provides consulting services in horticulture, arboriculture and urban forestry. The scope of our projects ranges from predevelopment tree surveys to problem

diagnosis to applied research. We have the capability to coordinate multi-disciplinary resource analysis and to design and implement research projects.

Since 1983, HortScience has served clients in the San Francisco Bay Area, California, the United States and abroad. These include state, local and federal government, public agencies and institutions, and commercial clients such as development professionals, engineers, architects, landscape architects and landscape managers.

Deanne Ecklund, Consulting Arborist, will conduct the tree survey and prepare the arborist report for this project. Deanne is a Certified Arborist, a Certified Tree Risk Assessor and has a Qualified Applicator Certificate from the California Department of Pesticide Regulation. Deanne's resume is included at the rear of this proposal.

## WORK SCOPE

The work scope provided below contains tasks required to complete the environmental review process, based on the understanding indicated above.

### Task 1: Start-up

Lamphier-Gregory will facilitate one (1) start-up meeting with Town staff to introduce personnel and familiarize ourselves with the Project. This meeting will be held at the Town offices and will follow an agenda that accomplishes, at minimum, the following:

- Review of our approach and work scope;
- Review and agreement on the schedule for the environmental review process;
- Agree on the project description to be used for analysis;
- Agree on appropriate CEQA impact thresholds;
- Consider how to best address additional non-CEQA items that may better reflect neighborhood concerns but that fall below standard CEQA triggers;
- Obtain relevant documents and data from Town staff;
- Confirm the Initial Study and EIR templates to be utilized; and,
- Conduct a site visit.

Subsequent to the meeting we will conduct a thorough review of all background material.

### Task 2: Prepare Initial Study

As indicated, we will prepare an Initial Study following the format and framework provided by the Environmental Checklist as set forth in Appendix G of the State CEQA Guidelines. We anticipate that the Initial Study will find that many of the environmental topic areas to be evaluated would not result in significant impacts. As appropriate, the Initial Study will indicate topics that would not require further analysis in the EIR. Topics likely to be 'scoped out' from further review are likely to include agricultural and forest resources, cultural/historic resources, geology, hazardous materials, hydrology/water quality, minerals, population/housing, public services, and utilities. Topics that will require detailed technical analysis, or that are found to involve potentially significant impacts in the Initial Study, will be discussed in the Initial Study but with detailed analysis deferred to the EIR.

Following is a description of the technical studies that would support the analysis either in the Initial Study or the EIR, as all such studies would be commenced at approximately the same time.

#### 2.1 Aesthetics

Environmental Vision (EV) will:

1. Collect and review pertinent information, including current project site plans and design drawings and aerial photography for the project site.
2. Consult with Lamphier-Gregory & Town staff to identify potentially sensitive vantage points.
3. Conduct a site visit and using a digital SLR camera, photograph the site from key representative public viewpoints in the vicinity of the Cartan Field project site. Photo viewpoints may include locations along Alejandra Avenue, Brittany Meadows, Isabella Avenue and Camino Real. Global Positioning System (GPS), basemap annotation and photo log recording sheets will be employed in order to document and verify photo viewpoint locations.
4. Use high resolution digital photography and advanced computer modeling and rendering techniques to produce realistic visual simulations that portray the proposed project from key public viewpoints. Computer-generated visual simulations will show proposed project features including rebuilt baseball fields with new spectator seating, the relocated football/soccer/lacrosse field with new spectator seating, the new aquatic center and tennis courts, relocated driveway and parking, light fixtures and new landscaping. In addition, a figure will be prepared to show the location of simulation vantage points and the

project site, using a basemap or aerial photograph of the surrounding area. The simulation viewpoints will be selected in consultation with Town staff.

For cost estimating purposes, visual simulations from three (3) viewpoints and one "before" and one "after" image per viewpoint are included. A set of draft and final digital simulation images will be submitted in 8 1/2 by 11 inch color format. One review/revision cycle is included. The visual simulations will be produced based on project information provided to EV. As an optional service, EV will produce visual simulations from additional vantage points or simulations to portray a project alternative (costs provided separately).

Based on the information provided by EV, Lamphier-Gregory will prepare the Aesthetics chapter of the EIR, relating the visual changes proposed by the project to CEQA significance thresholds to determine whether the project would result in significant aesthetic effects as well as discussing neighborhood non-CEQA concerns. Mitigation measures for any significant effects and/or good-neighbor recommendations will be identified in consultation with Town staff.

## 2.2 Air Quality

Rebecca Gorton, Senior Planner at Lamphier-Gregory will conduct the Air Quality analysis and prepare the Air Quality chapter for the EIR.

Primary air quality issues associated with the project would be impacts to regional air quality from mobile sources (i.e., project traffic generation) and temporary emissions of dust and diesel exhaust from construction. The Bay Area Air Quality Management District (BAAQMD) June 2010 CEQA Guidelines are technically 'on hold' as a result of a legal challenge but we would recommend using the BAAQMD significance thresholds and analytical models nonetheless as a reasonable means for assessing a project's potential impacts related to air quality and construction period health risk.

The proposed 16.7-acre athletics complex falls below screening levels for operational emissions analysis. However, since the project is in close proximity to surrounding residences, and with deference to the BAAQMD CEQA Guidelines, we will quantify construction period emissions and conduct a construction period health risk assessment. The analysis, which may be included in the Initial Study or deferred to the EIR, will include the following:

1. Setting. We will briefly describe existing air quality conditions based on air quality monitoring data for the area published by the BAAQMD, meteorological conditions that affect air quality in the area, the relevant regulatory environment, and planning efforts to attain and maintain air quality standards.

2. Assess Operational Criteria Pollutant Impacts. The project is below screening levels identified in the BAAQMD CEQA Guidelines for a recreational facility project, and is thus not expected to result in the generation of operational-related criteria pollutant emissions. A qualitative discussion of criteria pollutant emissions will be included.
3. Assess Construction-Period Impacts. We will run an analysis of construction period emissions using the URBEMIS2007 model. The analysis will be based upon a construction schedule to be provided by the Town. It is anticipated that standard mitigation measures will be considered reasonable and feasible to reduce impacts, consisting of measures to control fugitive dust, reduce diesel emissions, and potentially also to minimize off-gassing of construction materials. The number and intensity of measures will depend on results of the quantification, taking into account the proximity of sensitive receptors, as discussed below.
4. Community Risk and Hazard Impacts. The proposed project would not be considered a substantial source of operational toxic air contaminants. However, a construction-period Health Risk Assessment would be required to characterize the level of health risk to nearby sensitive receptors that will be exposed to diesel emissions during construction. We will use the SCREEN3 model and BAAQMD recommended methodologies to determine the health risks. Because of the size of the project, it is anticipated that any potential risks would be reduced below threshold levels with standard mitigation measures.

## 2.3 Biological Resources (Zander Associates)

Our role will be to assist with the preparation of the Biological Resources section of the Environmental Checklist for the Initial Study, and, if determined necessary, assist with preparation of the biological resources section of the EIR. Following is our anticipated work scope.

1. Compile and review background documents: Zander Associates will compile and review all relevant background information pertinent to the project site including, but not limited to: California Natural Diversity Database records, Soil Survey for San Mateo County, National Wetlands Inventory, and California Native Plant Society rare plant lists... Principal Biologist
2. Prepare Biological Resources Section of Environmental Checklist: Using the checklist format provided by Lamphier Gregory, we will complete all items and provide the necessary explanations to accompany our conclusions for the Biological Resources section. Our scope includes an evaluation of potential adverse effects on riparian vegetation and wildlife in the vicinity of the

Atherton Channel located on the northern boundary of the project site.

3. IF NECESSARY: Prepare Biological Resources Section of EIR: If it is determined the project would have a significant effect on biological resources, Zander Associates will proceed with preparation of the Biological Resources Section of the EIR following the format provided by Lamphier Gregory. In order to evaluate impacts, we will need a preliminary grading and drainage plan and a written project description. We will review the applicant-proposed mitigation measures and recommend additional measures as warranted. Estimated costs include preparation of draft section for ADMIN Draft EIR and response to one round of review.

#### **2.4 Arborist Survey - Heritage Trees**

HortScience will prepare an Arborist Report to evaluate the impacts to existing trees from the proposed improvements. Following is our scope of work.

HortScience will:

1. Identify the species and measure the trunk diameter of each tree 6" and larger in diameter (estimated at 210).
2. Tag each tree with a metal tag for identification purposes.
3. Evaluate the health and structural condition of each tree.
4. Identify trees suitable for preservation, based on their health, structural condition and potential longevity and suitability in the landscape.
5. Evaluate the development impacts on trees from the proposed improvements and identify trees to be preserved or removed based on plans provided by Lamphier – Gregory.
6. Prepare recommendations for protection of trees to be preserved during development and to improve health and longevity of trees proposed for retention.
7. Prepare a Tree Assessment Plan showing location of tree tag numbers (base map provided by Lamphier – Gregory).
8. Compile the above information into an Arborist Report.

#### **2.5 Cultural Resources**

Lamphier-Gregory will contact the California Historical Resources Information System, Northwestern Information Center (NWIC) at Sonoma State University to obtain a record search of the project site to identify known sites and previous surveys relevant to the project site and a one-

quarter mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric sites, and listed or properties eligible for the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) within the area of the record search will be identified. The information from the NWIC will serve as the basis for Lamphier-Gregory to prepare the cultural resources section of the Initial Study.

Lamphier-Gregory assumes that no archaeological sites or features will be identified in the survey. If additional work is required to document the presence of archaeological sites, or to assess potential impacts to such resources, such additional work will be treated as Additional Services under a contract amendment.

#### **2.6 Greenhouse Gas Emissions (GHG)**

As noted, the Cartan Field Upgrade Project falls below screening levels for operational emissions of greenhouse gas emissions. Lamphier-Gregory will prepare a qualitative evaluation of GHG for the Initial Study.

#### **2.7 Hydrology/Water Quality**

Lamphier-Gregory will coordinate with the project applicant's engineers and designers to describe the proposed site drainage plan and their proposals for compliance with current NPDES requirements to prevent adverse stormwater or water quality effects. Potentially significant effects will be identified and mitigation measures recommended to avoid or minimize water quality impacts.

#### **2.8 Land Use & Planning**

The project site is designated PFS (Public Facilities and Schools) in the Atherton General Plan and on the Town Zoning Map. No changes to the General Plan or zoning classifications are proposed. For the Initial Study, Lamphier-Gregory will evaluate and assess the consistency of proposed project against current Master Plans submitted by Menlo School and Menlo College and will evaluate the project's potential to exacerbate conflicts with adjoining land uses.

#### **2.9 Noise (RGDL)**

RGDL will perform up to three continuous 48-hour noise measurements and four short-term, 15minute, measurements to quantify existing noise levels at the residential areas nearest to the areas of the fields that would be affected by the project. We will also perform short-term measurements to quantify individual noise sources associated with the project such as the soccer or football play to the extent that these activities occur at some time during our measurement program.

Based on our measurements and published noise data we will evaluate the noise levels from the project including:

- The change in noise levels due to the various components of the project (e.g. sports field use, PA system and parking).
- The potential for increased traffic noise on local roadways
- The potential for increased operational noise due to increased activities
- Demolition and construction noise.

We will assess impacts by comparing project generated noise against CEQA thresholds to determine whether the project will significantly increase existing noise levels.

The impacts of the project on the nearby residences will be the primary focus of the analysis.

If noise levels are found to exceed the applicable CEQA thresholds then we will recommend mitigation measures. We anticipate preparing one draft for administrative review and one final report. Our report would be written in typical EIR format with setting, impact and mitigation sections. In addition to assessing impacts due to the project we would also evaluate one alternative development scenario and cumulative impacts.

We will also prepare a non-CEQA discussion of noise projections against neighborhood-based concern and propose good-neighbor recommendations in consultation with Town staff.

We have included one day of consulting time to respond to public comments. Attendance at two (2) public meetings is included in this scope.

## 2.10 Traffic and Parking (Crane Transp. Group)

The following circulation and parking scope of services has been developed in consultation with Mr. Neal Martin, Atherton Town Planner. Based upon the project description and discussion with Neal Martin, a variety of field surveys will be required in order to properly detail existing Cartan Field trip generation and parking demand as well as potential increases in traffic and parking due to the proposed project.

A detailed set of traffic counts at nearby intersections and the athletic field parking lot driveway will be conducted in conjunction with several days of onsite parking surveys at all lots being utilized by athletic field participants and spectators. Field review and discussions will be held with Menlo School and Menlo College staff before the surveys in order to determine all locations currently being used for athletic field parking and to determine a schedule of activities that will allow all parking surveys and traffic counts to be conducted on representative sports field activity days.

### Scope of Work:

1. **Startup Meeting (Traffic & Parking Analysis).** A startup meeting will be conducted with the Town of Atherton, Menlo College and Menlo School staff to clearly identify all existing traffic and onsite parking issues associated with the existing Cartan Field layout. In addition, a detailed description will be obtained of expected increased traffic and onsite parking that will result due to the proposed Cartan Field upgrade project. Potentially, matrix sheets will be developed for each sport and tabulation developed of onsite parking demand by hour. A distinction will be made between existing parking locations and those expected once additional onsite parking is provided.

A registered traffic engineer will field survey all proposed locations, as well as all onsite parking lots now used by athletic field participants or spectators.

2. **Traffic Counts.** Weekday AM peak period (7:00-9:00) and PM peak period (4:00-6:00) turn movement counts will be conducted at the following locations on a day identified by the college and school as having representative activities at Cartan Field:

- Valparaiso Avenue/El Camino Real/Glenwood Avenue Intersection
- Valparaiso Avenue/Emilie Avenue Intersection
- El Camino Real/Alejandra Avenue Intersection
- Emilie Avenue/Alejandra Avenue Intersection
- Alejandra Avenue/Cartan Field parking lot access

3. **Existing Intersection Operation.** Existing operating conditions (levels of service) will be determined at each major intersection.

4. **Near-Term "Without Project" Traffic Volumes.** Weekday AM and PM peak hours "without project" traffic projections will be developed for the near-term horizon year that will reflect conditions the year after expected project completion. A list of approved projects in Atherton and Menlo Park expected to be completed by this year will be provided by the Town of Atherton planning staff. Ideally, traffic studies for these developments will also be provided.

5. **Long-Term "Without Project" Volumes.** Long-Term horizon weekday AM and PM peak hours "without project" volumes will be obtained from available study to be selected with town staff.

6. **Future "Without Project" Intersection Operation.** Near and long-term horizon "without project" AM and PM

peak hour operating conditions (levels of service) will be determined at each major intersection.

7. Project Trip Generation. Weekday AM and PM peak hour trip generation projections will be developed for the proposed project. A draft set of projections will be developed for two typical combinations of activities at the new Cartan field and compared to existing generation. In addition, a projection will be developed of net new traffic activity associated with a major event.

Draft projections will be developed and submitted to the applicants and town for review.

8. "With Project" Intersection Operation. "With Project" weekday AM and PM peak hour existing, near and long-term horizon operating conditions will be determined at each major intersection for a typical condition producing the highest increase in traffic. In addition, the net new traffic impact from a major event will also be determined during the peak hour impacted.
9. Onsite Auto and Pedestrian Circulation. Onsite auto and pedestrian circulation will be evaluated in the context of Town criteria and good traffic engineering practice. Suggested means for addressing non-CEQA concerns will be developed.
10. Significant Circulation Impacts & Mitigations. Significant circulation impacts will be identified and mitigation measures recommended, if necessary.
11. Admin Draft EIR Circulation Section. An administrative draft EIR circulation section will be prepared and delivered electronically to the prime consultant.
12. Draft EIR Circulation Section. A draft EIR circulation section will be prepared incorporating all agreed to changes in the Admin Draft circulation section. It will be transmitted electronically to the prime consultant.
13. Responses to Comments. Responses will be provided to public and jurisdictional comments. Four hours principal time plus support staff time has been allocated to this task.
14. Crane Transportation attendance at two (2) public meetings is included in this scope.

#### PARKING STUDY SCOPE OF SERVICES

1. Parking Surveys. Parking surveys will be conducted during two weekdays of all on and off site locations currently used for Cartan Field parking. Surveys will extend the full length of time that sports field activities are in use. In addition, parking surveys will be conducted during one major event, if one is scheduled during the course of DEIR preparation.

2. Future Parking Demand. Onsite parking demand will be developed on an hourly basis for two typical mixes of activities at Cartan Field. In addition, parking demand will also be projected for a major event. Parking use matrices for each activity will be developed and submitted to the applicant and town for review.
3. Future Parking Demand versus Supply. Onsite parking demand will be compared to the proposed supply for typical and special event conditions.
4. Significant Parking Impacts. Significant parking demand impacts will be identified for typical and special event conditions.
5. Admin Parking Report. An Admin Draft Parking Report will be prepared with findings from the parking analysis. It will be delivered electronically to the prime consultant.
6. Draft Parking Report. A Draft Parking Report will be prepared incorporating all agreed to changes in the Admin Draft Report. It will be delivered electronically to the prime consultant.
7. Responses to Comments. Four hours principal time is allocated to responding to public and jurisdictional comments on the parking study.

Optional Parking Task A weekend parking demand evaluation will be conducted. This will include one day of parking surveys and one typical project activity demand scenario to be evaluated.

Proposed project off site traffic impacts will be evaluated in the context of existing, near term horizon and long-term horizon (cumulative) background traffic conditions. Proposed project onsite parking demand will be determined for combinations of typical athletic field activities and for one major event. The base scope includes evaluation of parking for weekday conditions only, but an option is provided to survey and evaluate weekend conditions. Since parking evaluation is no longer a CEQA issue, the proposal has been separated into traffic impact and parking analysis sections.

#### 2.11 All Other CEQA Topics

Lamphier-Gregory will conduct the appropriate level of research and analysis to assess potentially significant environmental effects of the Project on all other CEQA required topic areas, including public services, recreation, population and housing and utilities. It is assumed that no significant impacts will be identified in these areas and that additional technical expertise will not be necessary to complete the required level of analysis.

### Task 3 Completion of the Initial Study

Lamphier-Gregory will compile the technical information described above and prepare the Initial Study. An administrative draft will be submitted to Town staff for internal review. We will revise the document as directed, assuming no more than two (2) rounds of internal review and revision.

#### 3.1 Notice of Preparation and Filing Initial Study.

We will prepare a Notice of Preparation (NOP) of an EIR in conformance with CEQA Guidelines. After review and approval by Town staff, we will produce fifty (50) copies of the Initial Study and deliver these to the Town for distribution together with the NOP. Lamphier-Gregory will assist Town staff in compiling an appropriate mailing list for distribution and will file the Notices with appropriate agencies (e.g., State Clearinghouse, County Clerk) in accordance with the CEQA Guidelines.

#### 3.2 Public Scoping Session

The Lamphier-Gregory Project Manager will attend a public scoping meeting to present the findings of the Initial Study and to describe the further studies to be undertaken for the EIR. The public will be encouraged to provide input regarding the proposed scope of the EIR. If warranted based on public input, the scope and budget for the EIR may require some adjustment which Lamphier-Gregory and Town staff will negotiate in good faith.

### Task 4 EIR

The substantive focus of the EIR will be on those environmental topic areas identified in the Initial Study as having the potential to result in significant impacts and those involving public sensitivity and controversy. We anticipate that these topics will include aesthetics/visual impacts, noise and traffic. Information and impact analysis on these topics not previously included in the Initial Study will be presented in appropriate EIR format including sections on Setting, Impact Analysis and Mitigation.

#### 4.1 Prepare Administrative Draft EIR.

Lamphier-Gregory will compile the technical analyses and complete the analysis of other required environmental issues and produce the first Administrative Draft EIR (ADEIR). The document will include the following components:

1. Introduction
2. Executive Summary
3. Project Description
4. Environmental Analysis. This section will be subdivided

into subsections, one for each of the environmental topic areas involving detailed impact analyses. Each subsection will include consideration of the following:

- The environmental setting;
  - Impact analysis;
  - Mitigation measures to avoid or reduce the identified significant environmental effect, and the level of significance following implementation;
  - Where appropriate, additional discussion of non-CEQA concerns and good neighbor recommendations; and
  - The potential for cumulative impacts will also be assessed in the topic areas.
5. Alternatives. The Alternatives chapter will evaluate the environmental effects of up to three (3) alternatives) based on consultation with Town staff. The EIR will alternatives will likely include the following:

- The CEQA-required “No Project” Alternative
- A reduced scale alternative based on impact avoidance or reduction, after consultation with Town staff.
- A third alternative - to be defined.

The comparative level of impacts discussed in the Alternatives Chapter will be presented in a matrix format that summarizes the effects of each alternative in relation to significance thresholds. The environmentally superior alternative will be identified.

6. Growth Inducement, Cumulative Impacts, and Irreversible Changes. The EIR will include the required analysis of cumulative effects which will include the impacts of the Project in conjunction with past, present, existing, approved, pending and reasonably foreseeable future projects in the Town of Atherton. Lamphier-Gregory will consult with Town staff to determine what other projects should be included in the analysis. Mitigation measures, if feasible, will be developed to mitigate the Project’s contribution to significant cumulative effects.

CEQA considers a project to be growth-inducing if it would foster economic or population growth. The potential growth-inducing impacts of the Project will be evaluated.

Lamphier-Gregory will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of the mandatory impact categories including:

- Unavoidable significant environmental impacts;
- Significant irreversible environmental changes which would be caused by the Specific Plan; and,
- The relationship between short-term and long-term uses of the environment.

7. Appendices and References. This chapter will include identification of the EIR preparers, persons contacted and references consulted. Appendices will be included to present technical information in support of the analysis in the body of the document.

#### 4.2 Revise ADEIR; Prepare & Distribute DEIR

The administrative Draft EIR will be submitted to Town staff for internal Review. Lamphier-Gregory will submit revised drafts involving up to two (2) rounds of revisions. After sign-off by Town staff, Lamphier-Gregory will arrange for the printing, production and delivery to Town staff of fifty (50) hardcopies and one (1) digital copy of the Draft EIR.

#### 4.3 Prepare & File Notice of Completion

Lamphier-Gregory will prepare a Notice of Completion, in accordance with the CEQA Guidelines, and submit the document to the State Clearinghouse. A 45-day public review period will apply.

Lamphier-Gregory will also prepare a Notice of Availability to be distributed by Town staff in accordance with CEQA Guidelines.

All comments on the Draft EIR will be directed to Town staff. At the close of the comment period, Town staff will timely provide Lamphier-Gregory with copies of all comments received during the public review period.

#### 4.4 Public Hearing

Lamphier-Gregory will attend and provide presentations on the Draft EIR at one (1) public hearing before the Planning Commission. We will assist Town staff in preparing for the public hearing.

Attendance at additional public hearings on the Draft EIR would be considered an Additional Expense, charged at normal hourly rates. Each such additional meeting should be budgeted at a cost of \$750.

### Task 5 Final EIR and MMRP

#### 5.1 Responses to Comments.

Lamphier-Gregory will organize and review comments on the Draft EIR and coordinate with Town staff to prepare written responses to comments as part of the Final EIR. This will include:

- A list of persons, organizations, and public agencies commenting on the DEIR;
- Copies of all written comments, and the responses thereto;
- A summary of verbal comments (or a transcript from the hearing(s) on the DEIR received at the public hearing(s) and the responses thereto; and
- Necessary revisions to the DEIR.

We have budgeted for a total of 67 hours of time to prepare responses to comments.

#### 5.2 Prepare Final EIR

Following review by Town staff, Lamphier-Gregory will incorporate requested revisions and prepare the Final EIR for publication and consideration in Project approval hearings. We will submit an Administrative Draft Final EIR (ADFEIR) and will make revisions as directed by Town staff, assuming no more than two rounds of revisions. After sign-off by Town staff on a final version, we will deliver fifty (50) bound copies of the Final EIR together with one (1) digital copy. We will also send the appropriate number of copies of the Final EIR to the State Clearinghouse.

#### 5.3 Mitigation Monitoring & Reporting Program

Lamphier-Gregory will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines §15097. The MMRP will identify the individual responsible for implementing and monitoring each mitigation measure.

#### 5.4 Hearings

The Lamphier-Gregory Project Manager will attend and participate in up to four (4) public hearings related to the certification of the Final EIR, assuming two (2) at the Planning Commission and two (2) before the City Council. Meeting participation will include a presentation of the EIR methods and findings. Noise and traffic subconsultants (RDGL and Crane Transportation, respectively) have each scoped for attendance at up to two (2) of these hearings.

### Task 6 Meetings, Expenses and Project Management

The enclosed budget assumes thirty-six (36) hours of Project Manager time for subconsultant coordination, meetings and teleconferences with Town staff, and contract management. The budget also includes time for principal oversight and an estimate for direct reimbursable expenses (auto travel, in-house copying, etc.).

**COST ESTIMATE FOR CARTEN FIELD UPGRADE PROJECT EIR**

TASK	Lamphier - Gregory				Sub Consultants						
	Principal		Senior Planner		Crane	Enviro. Vision	RGDL	Zander Associates	HortScience	Direct Expense	Total
	Hrs	Fees	Hrs	Fees							
Lamphier-Gregory Hourly Rates											
		\$205		\$160							
<b>1.0 Project Start Up</b>											
Kick-Off Meeting and Site Visit		\$0	4	\$640						\$50	\$690
Review Background Materials		\$0	4	\$640							\$640
<b>Subtotal, Task 1</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$1,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50</b>	<b>\$1,330</b>
<b>2.0 Prepare Initial Study</b>											
Technical Studies:		\$0	4	\$640							\$640
Biological Resources		\$0	4	\$640				\$3,500			\$4,140
Arborist Report		\$0	4	\$640					\$5,000		\$5,640
Cultural Resources		\$0	6	\$960						\$650	\$1,610
All Other CEQA Topics		\$0	60	\$9,600							\$9,600
Submit Admin Draft Initial Study		\$0	8	\$1,280							\$1,280
Revisions and Final Initial Study		\$0	16	\$2,560							\$2,560
<b>Subtotal, Task 2</b>	<b>0</b>	<b>\$0</b>	<b>102</b>	<b>\$16,320</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500</b>	<b>\$5,000</b>	<b>\$650</b>	<b>\$25,470</b>
<b>3.0 Completion of Initial Study</b>											
Prepare Notice of Preparation (NOP)		\$0	4	\$640							\$640
Distribute IS and NOP		\$0	6	\$960						\$350	\$1,310
Attend EIR Scoping Meeting		\$0	6	\$960							\$960
<b>Subtotal, Task 3</b>	<b>0</b>	<b>\$0</b>	<b>16</b>	<b>\$2,560</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350</b>	<b>\$2,910</b>
<b>4.0 Admin Draft &amp; Draft EIR</b>											
Complete Technical Studies:											
Air Quality/GHG Technical Analyses		\$0	50	\$8,000							\$8,000
Aesthetics/Visual		\$0	6	\$960		\$9,350					\$10,310
Traffic & Parking Studies		\$0	12	\$1,920	\$37,180						\$39,100
Noise Study		\$0	6	\$960			\$13,750				\$14,710
Alternatives	2	\$410	16	\$2,560							\$2,970
Other CEQA Required Analyses (growth, cumulative, etc.)		\$0	8	\$1,280							\$1,280
Submit Admin Draft EIR		\$0	24	\$3,840							\$3,840
ADEIR Revisions		\$0	16	\$2,560							\$2,560
Produce & Distribute Public Review Draft EIR		\$0	6	\$960						\$1,800	\$2,760
Notice of Completion & Availability		\$0	4	\$640							\$640
<b>Subtotal Task 4</b>	<b>2</b>	<b>\$410</b>	<b>148</b>	<b>\$23,680</b>	<b>\$37,180</b>	<b>\$9,350</b>	<b>\$13,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,800</b>	<b>\$86,170</b>
<b>5.0 Public Review of Draft EIR and Final EIR</b>											
Attend public hearing on DEIR		\$0	4	\$640							\$640
Prepare Responses to Comments	10	\$2,050	57	\$9,120			\$1,760				\$12,930
Prepare Admin Draft Final EIR		\$0	24	\$3,840							\$3,840
Revise Admin Draft FEIR		\$0	16	\$2,560							\$2,560
Mitigation Monitoring & Reporting Plan		\$0	8	\$1,280							\$1,280
Produce & Distribute FEIR		\$0	12	\$1,920						\$1,400	\$3,320
Public Notices		\$0	4	\$640							\$640
Planning Commission Hearings		\$0	10	\$1,600	\$1,650		\$1,760				\$5,010
City Council Hearings		\$0	10	\$1,600	\$1,650		\$1,760				\$5,010
<b>Subtotal, Task 5</b>	<b>10</b>	<b>\$2,050</b>	<b>145</b>	<b>\$23,200</b>	<b>\$3,300</b>	<b>\$0</b>	<b>\$5,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,400</b>	<b>\$35,230</b>
<b>6.0 Meetings, Expenses and Project Management</b>											
Staff Coordination Meetings (2)	2	\$410	6	\$960							\$1,370
Project Management		\$0	36	\$5,760							\$5,760
Principal Oversight, Contract Mgmt & Misc. Expenses	24	\$4,920		\$0						\$1,280	\$6,200
<b>Subtotal, Task 6</b>	<b>26</b>	<b>\$5,330</b>	<b>42</b>	<b>\$6,720</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,280</b>	<b>\$13,330</b>
<b>Total Estimated Hours and Costs</b>	<b>38</b>	<b>\$7,790</b>	<b>461</b>	<b>\$73,760</b>	<b>\$40,480</b>	<b>\$9,350</b>	<b>\$19,030</b>	<b>\$3,500</b>	<b>\$5,000</b>	<b>\$5,530</b>	<b>\$164,440</b>
<b>Proposed Contingency (20%)</b>											<b>\$32,888</b>
<b>Proposed Budget</b>											<b>\$197,328</b>

As revised November 9, 2012

**DRAFT  
CARTAN FIELD - UPGRADE**

**Preliminary EIR Schedule  
Revised November 9, 2012**

<b>Item</b>	<b>Date</b>
City Council approves Consultant contract – issue notice to proceed	November 28, 2012
Start-up meeting	ASAP (between Nov 28 and Dec 5)
Finalize project description and prepare administrative draft Notice of Preparation/Initial Study (NOP/IS)	November 28, 2012 – December 19, 2012
City review, iterative revisions, publish NOP/IS	December 19, 2012 – January 4, 2012
NOP/IS review period	January 4, 2013 – February 4, 2013
Hold scoping session/meeting for public input	Within above range
Prepare Administrative Draft Environmental Impact Report (EIR)	December 12, 2012 – February 18, 2013
City review, iterative revisions, publish Draft EIR	February 18, 2013 – March 15, 2013
Draft EIR 45 day review period	March 15, 2013 – April 29, 2013
Planning Commission hearing to receive comments on Draft EIR	March 27, 2013 or April 24, 2013
Prepare response to comments and Final EIR	April 30, 2013 – May 14, 2013
City review, iterative revisions, publish Final EIR	May 14, 2013 – June 11, 2013
Planning Commission hearing on EIR certification	June 26, 2013
City Council certifies EIR	July 17, 2013



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY MANAGER, GEORGE RODERICKS**

**FROM: NEAL J. MARTIN, TOWN PLANNER  
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**DATE: FOR THE MEETING OF NOVEMBER 28, 2012**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH URS  
CORPORATION FOR PREPARATION OF ENVIRONMENTAL  
DOCUMENTS AND REIMBURSEMENT AGREEMENT WITH SACRED  
HEART SCHOOLS**

#### **RECOMMENDATION:**

Approve the attached:

1. Professional Services Agreement with URS Corporation for the preparation of a Subsequent Initial Study and Mitigated Negative Declaration for the Sacred Heart Schools Practice Gym Project.
2. Reimbursement Agreement with Sacred Heart Schools for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Sacred Heart Schools Practice Gym Project.

#### **BACKGROUND and DISCUSSION:**

Sacred Heart Schools is in the process of planning for the replacement of two existing outdoor basketball courts with an 11,000 square foot, single story Practice Gym building. In order to proceed with such a project the School will need to make application and receive approval for a Conditional Use Permit from the Atherton Planning Commission.

Prior to taking action on a Conditional Use Permit the Planning Commission is required to identify and analyze any potential adverse environmental effects of the proposed project. To complete this analysis, this project requires a Subsequent Initial Study and Mitigated Negative Declaration.

Sacred Heart Schools intends to construct a practice gym in the area of the existing exterior basketball courts between the Homer Science building and the Morey practice field (Elena Avenue side of campus). The existing courts will be removed to allow for the new one story practice gym to be built in the same general area. The design will be compatible with the Homer Science Building and will house one full basketball court and provisions for volleyball will also be included. The facility will not have spectator seating built in. There will be a small athletic office, some storage and the necessary mechanical room and janitorial space. Due to the close proximity of restrooms in the Homer Science building and Concession Building there will be no restrooms. The practice gym will be designed to permit other school community functions such as receptions or large meetings to take place. It will also be used for summer camp as stated in the Master Plan Update.

In July, 2010 the City Council certified a Final Environmental Impact Report for the Sacred Heart Schools Master Plan. Christopher Joseph & Associates was the firm that prepared the EIR and Katrina Hardt-Holoch was the Project Manager for the firm and wrote most of the EIR. Christopher Joseph & Associates went bankrupt in 2010, shortly before the EIR was certified. Ms. Hardt-Holoch left the firm and now works for URS Corporation. She also has all of the original EIR files. Town Planning staff was very satisfied with Ms. Hardt-Holoch's work and recommends that she and URS Corporation be retained to do the CEQA documentation for the Basketball Practice Gym. Sacred Heart Schools concurs with this recommendation.

The new Practice Gym was not contemplated or proposed when the 2010 Master Plan EIR was completed. Consequently some type of environmental documentation will be required prior to Planning Commission consideration of the Conditional Use Permit for this project. The Subsequent Initial Study/ Mitigated Negative Declaration (Subsequent IS/MND) is the best CEQA documentation approach to use. The Basketball Pavilion is a minor addition to the Master Plan. The Subsequent IS/MND gives adequate public notice (i.e. 30 day public review) and opportunity to comment. Initial review indicates that there are no significant environmental impacts associated with the Gym building. If any significant environmental impact were found during the Initial Study, a Notice of Preparation would be issued and the Town would proceed under a Supplemental or Subsequent EIR.

The Town of Atherton is the Lead Agency in the environmental review process since it will be reviewing and potentially issuing the primary permits for the proposed project. There may be other Responsible Agencies, for example the Menlo Fire Protection District if there are permits required to be issued by that agency. As the Lead Agency, Atherton is required to prepare or cause to be prepared, any environmental documents required by law to be completed prior to Town review of the Conditional Use Permit or other discretionary permits

The City Attorney has reviewed the process for hiring URS Corporation and the type of CEQA documentation and is satisfied that they are legal and appropriate.

All of the costs associated with the preparation of environmental documents will be borne by Sacred Heart Schools. The total agreed budget URS Corporation is \$37,035. The applicant will deposit the full amount of the budget prior to any authorized work.

The Professional Services Agreement is in a form that the Town has used in the past. The Agreement is a time and materials agreement with a maximum that will be based on the agreed budget.

The City Council has requested assurances that the project applicant will reimburse the Town for all consultant and staff costs expended by the Town related to environmental and land use entitlement services. To meet this concern, staff has prepared the attached Reimbursement Agreement setting out the parameters and process for reimbursement. The agreement provides for a \$12,000 deposit.

The Reimbursement Agreement has been reviewed and approved by the City Attorney.

**FINANCIAL IMPACT:**

All costs of the services will be paid for by Sacred Heart Schools. Costs for Staff time associated with the project will also be paid for by Sacred Heart Schools through deposits with the Town Finance Department.

**FORMAL MOTION:**

I move that the City Council approve the Professional Services Agreement with URS Corporation for the preparation of environmental documents for the Sacred Heart Schools Practice Gym Project and authorize the City Manager to sign the Agreement. I further move that the City Council approve the Reimbursement Agreement with Sacred Heart Schools for reimbursement of consultant and staff costs related to environmental and land use entitlement services for the Practice Gym Project and authorize the City Manager to sign the Agreement.

Prepared By:

Approved by:

\_\_\_\_\_  
Neal J. Martin, Town Planner

\_\_\_\_\_  
George Rodericks, City Manager

Attachments:

1. Draft Professional Services Agreement
2. Draft Reimbursement Agreement
3. URS Corporation, *Sacred Heart Schools Practice Gym Initial Study Proposal*, November 8, 2012



November 8, 2012

Mr. Neal Martin  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

**Re: Sacred Heart Schools Practice Gym Initial Study Proposal**

Dear Mr. Martin:

The Town of Atherton has asked URS Corporation (URS) to provide environmental consulting services for the Sacred Heart Schools Practice Gym in Atherton, CA.

Sacred Heart Schools (SHS) intends to construct a practice gym in the area of the existing exterior basketball courts between the Homer Science Building and the Morey practice field. The facility would be approximately 11,000 square feet and sit at the SW corner of the Homer Science building. The existing courts would be removed to allow for the new one story practice gym to be built in the same general area. There would also be a patio/courtyard space designed between the two buildings which would serve as the fire staging area as well as a gathering space for students. The design would be compatible with the Homer Science Building and would house one full basketball court and provisions for volleyball would also be included. The facility would not have spectator seating built in. There would be a small athletic office, some storage and the necessary mechanical room and janitorial space. Due to the close proximity of restrooms in the Homer Science Building and Concession Building there would be no restrooms. The practice gym would be designed to permit other school community functions such as receptions or large meetings to take place. It would also be used for summer camp as stated in the Master Plan Update. Menlo Park Fire Protection District (MPFD) requires the pathway in front of Homer Science building to be widened to accommodate fire trucks entering from in front of the Main Building.

The current SHS Master Plan would be amended to include the new Practice Gym. The Town of Atherton certified an EIR for the SHS Master Plan in July 2010. The Master Plan did not include the Practice Gym for which SHS is now seeking approval. The proposed Practice Gym would replace the existing outdoor basketball courts identified in the approved 340,000 square-foot SHS Master Plan. Enrollment would not change under the approved Master Plan, nor are any additional activities planned beyond what currently occur on the Sacred Heart Schools site.

URS Corporation  
1333 Broadway, Suite 800  
Oakland, CA 94612-1924  
Tel: 510.893-3600  
Fax: 510.874.3268  
www.urscorp.com

The Town is proposing to prepare a Subsequent Initial Study/Mitigated Negative Declaration (IS/MND) for the Practice Gym. Under CEQA Guidelines 15168, when a program EIR has been prepared for a project, subsequent activities in the program must be examined in the light of the program EIR. These subsequent activities would be examined with an Initial Study, the results of which (depending on the results of the analysis) would lead to an EIR, mitigated negative declaration, or negative declaration.

## **SCOPE OF WORK**

### **1.1.1 Project Initiation Tasks**

Project initiation tasks for the Subsequent IS/MND include a preliminary team meeting; environmental strategy calls; and review of all site plans for the project, related project materials, and relevant environmental and planning documents in the project area. URS will also attend a project kick-off meeting with the Town of Atherton (Town) and Sacred Heart Schools. A site visit will also be conducted to document conditions on the project site.

### **1.1.2 Prepare Project Description**

URS will prepare a preliminary draft of the Project Description for the Subsequent IS/MND. URS will submit the Project Description to the Town for approval. The Project Description will include discussions of the project characteristics, project objectives, and goals.

### **1.1.3 Prepare Subsequent IS/MND**

The Subsequent IS/MND would briefly summarize the impacts analyzed in the Sacred Heart Schools Master Plan EIR, analyze the changes to the project site created by the Practice Gym, and describe whether these changes would result in any changes to the previous analysis for the Master Plan or if revised mitigation measures are needed.

The Subsequent IS/MND will address all CEQA Environmental Checklist topics, including aesthetics and visual quality, agriculture and forestry resources, air quality and greenhouse gas, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, and utilities and service systems.

It is assumed that the new Practice Gym would not result in any additional sporting events or practices that would generate additional traffic; therefore, air quality and traffic impacts will be evaluated qualitatively. The project would result in a change in impervious surface on the site.

The project would also result in construction noise. This scope of work assumes that information on the change in impervious surface will be provided by Sacred Heart Schools for URS peer review. This scope of work also assumes that Sacred Heart Schools will have an acoustician evaluate the noise impact of the new Practice Gym. URS will peer review the acoustician's findings, and if adequate, will incorporate into the Subsequent IS/MND. No new noise analysis

will be conducted by URS under this scope of work. Additionally, this scope of work does not assume any tree surveys, hydraulic modeling, or geotechnical reports.

URS will prepare an Administrative Draft Subsequent IS/MND for review. URS will incorporate the Town's comments on the Administrative Draft IS/MND and provide a Screencheck Draft Subsequent IS/MND for approval. Following approval of the Screencheck Draft Subsequent IS/MND, URS will prepare a public review Subsequent IS/MND for publication.

This scope of work also assumes that no comments will be received on the Subsequent IS/MND; therefore, no responses to comments will be prepared.

#### **1.1.4 Noticing and Distribution**

URS will prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). URS will print twenty-five (25) hard copies of the Draft Subsequent IS/MND and distribute the NOI and Draft Subsequent IS/MND to interested parties and local agencies as required under PRC 21092 and deliver the NOI to the San Mateo County Clerk Recorder's Office for posting.

#### **1.1.5 Public Meeting Attendance**

URS will attend one (1) Planning Commission hearing on the project to present the findings of the Draft Subsequent IS/MND. Once the Draft Subsequent IS/MND is adopted by the Town, URS will prepare and file the Notice of Determination for filing with the County Clerk Recorder's Office.

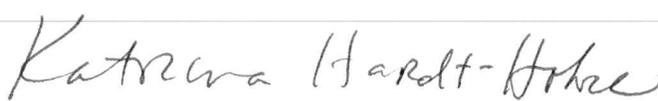
#### **1.1.6 Project Communications and Management**

This scope of work includes up to ten (10) hours of attendance at project team meetings and/or conference calls during the course of preparation of the Draft Subsequent IS/MND and six (6) hours of project management time.

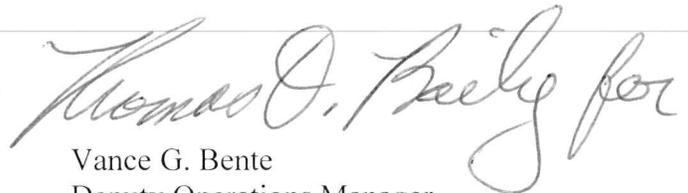
URS appreciates the opportunity to provide the Town of Atherton with environmental consulting services.

Sincerely,

**URS CORPORATION**



Katrina Hardt-Holoch  
Senior Environmental Planner



Vance G. Bente  
Deputy Operations Manager

Code/ Subtask	Task	Rate:	Senior Project Professional	Project Manager	Environmental Planner	Technical Specialist 1	Technical Special 2	Word Processaing	Graphics	URS Total Labor Hours	URS Labor Subtotal	URS Other Direct Costs	Total Cost
<b>Task 1.1.1</b>	<b>Project Initiation Tasks</b>		155.00	145.00	90.00	95.00	145.00	80.00	90.00				
	Preliminary Team Meeting/Project Strategy		0	12	0	0	0	0	0	12	\$1,740	\$ 100	\$ 1,840
	Background Materials Review		0	4	3	0	0	0	0	7	\$850	\$ 100	\$ 950
	Site Visit and Kick-Off Meeting		0	6	5	0	0	0	0	11	\$1,320	\$ 100	\$ 1,420
	<b>Total Task 1.1.1</b>		<b>0</b>	<b>22</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>\$ 3,910</b>	<b>\$ 300</b>	<b>\$ 4,210</b>
<b>Task 1.1.2</b>	<b>Prepare Project Description</b>												
	Prepare Draft Project Description		1	7	10	0	0	2	3	23	\$2,500	\$ -	\$ 2,500
	Prepare Final Project Description		0	3	5	0	0	1	1	10	\$1,055	\$ -	\$ 1,055
	<b>Total Task 1.1.2</b>		<b>1</b>	<b>10</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>33</b>	<b>\$ 3,555</b>	<b>\$ -</b>	<b>\$ 3,555</b>
<b>Task 1.1.3</b>	<b>Prepare Draft Subsequent IS/MND</b>												
	Prepare Administrative Draft Subsequent IS/MND		3	20	50	15	7	3	6	104	\$11,085	\$ -	\$ 11,085
	Prepare Screencheck Subsequent Draft IS/MND		1	15	30	10	3	1	1	61	\$6,585	\$ -	\$ 6,585
	Prepare Draft Subsequent IS/MND		0	15	20	0	0	1	0	36	\$4,055	\$ 400	\$ 4,455
	<b>Total Task 1.1.3</b>		<b>4</b>	<b>50</b>	<b>100</b>	<b>25</b>	<b>10</b>	<b>5</b>	<b>7</b>	<b>201</b>	<b>\$ 21,725</b>	<b>\$ 400</b>	<b>\$ 22,125</b>
<b>Task 1.1.4</b>	<b>Noticing and Distribution</b>												
	Prepare NOI		0	2	2	0	0	1	0	5	\$550	\$ -	\$ 550
	Distribute Draft Subsequent IS/MND and NOI		0	10	15	0	0	0	0	25	\$2,800	\$ 100	\$ 2,900
	<b>Total Task 1.1.4</b>		<b>0</b>	<b>12</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>30</b>	<b>\$ 3,350</b>	<b>\$ 100</b>	<b>\$ 3,450</b>
<b>Task 1.1.5</b>	<b>Public Meeting Attendance</b>												
	Attend Planning Commission Hearing		0	8	3	0	0	0	0	11	\$1,430	\$ 100	\$ 1,530
	<b>Total Task 1.1.5</b>		<b>0</b>	<b>8</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>\$ 1,430</b>	<b>\$ 100</b>	<b>\$ 1,530</b>
<b>Task 1.1.6</b>	<b>Project Communications and Management</b>												
	Conference Calls/Meetings		0	8	2	0	0	0	0	10	\$1,340	\$ -	\$ 1,340
	Project Management		1	4	1	0	0	0	0	6	\$825	\$ -	\$ 825
	<b>Total Task 1.1.6</b>		<b>1</b>	<b>12</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$ 2,165</b>	<b>\$ -</b>	<b>\$ 2,165</b>
	<b>TOTAL</b>		<b>6</b>	<b>114</b>	<b>146</b>	<b>25</b>	<b>10</b>	<b>9</b>	<b>11</b>	<b>321</b>	<b>\$ 36,135</b>	<b>900</b>	<b>\$ 37,035</b>

## SACRED HEART – PRACTICE GYM PROJECT

### Preliminary Schedule for Subsequent IS/MND

11/9/2012

<b>Item</b>	<b>Date</b>
City Council approves Consultant contract – issue notice to proceed	November 28, 2012
Project Initiation – Team Meeting	December 3, 2012
Prepare Project Description	December 3 - 10, 2012
Prepare Admin. Draft Subsequent IS/MND	December 10 – December 28, 2012
Atherton Review of Admin. Draft Sub. IS/MND	December 31 – January 4, 2013
URS Revises Admin. Draft, prepares Draft	January 7 – 11, 2013
Draft Subsequent IS/MND completed – file Notice of Intention to Adopt	January 14, 2013
Draft Sub. IS/MND circulated for 30 day public review	January 15 – February 13, 2013
Public hearing CUP, Sub. IS/MND adopted	February 27, 2013 (Planning Commission)
Appeal period ends (10 days)	March 11, 2013
File Notice of Determination	March 12, 2013

## Exhibit D

### Consultants, Specialist, or Experts

There are no consultants, specialists, or experts proposed outside the employ of URS Corporation.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: GEORGE RODERICKS, CITY MANAGER**

**DATE: FOR THE REGULAR MEETING OF NOVEMBER 28, 2012**

**SUBJECT: ADOPT RESOLUTION 12-XX APPROVING A BUDGET AMENDMENT OF AN AMOUNT NOT TO EXCEED \$6,000 FOR THE 2012 VOLUNTEER AND EMPLOYEE RECEPTION**

#### **RECOMMENDATION:**

Adopt the attached Resolution.

#### **BACKGROUND:**

At the October City Council Meeting, staff advised the Council of the Mayor's suggestion to host a Volunteer and Employee Reception on Wednesday, December 12. In order to fund the event, the Council must adopt a budget amendment to augment the 2012-2013 Fiscal Year Budget.

Staff is currently working on quotes and costs for the event. The details and exact parameters of the event are in flux, but it is anticipated that the event will involve passed hors d'oeuvres, wine, invites to all Town volunteers, commission and committee members, staff, and partners, decorations, and comments by the Mayor. It is anticipated that the cost of the event will not exceed \$6,000.

Staff requests a budget amendment in the amount of \$6,000.

**RESOLUTION NO. 12-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON APPROVING BUDGET AMENDMENT  
FOR FY 2012/13**

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**WHEREAS**, it is in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2012-2013 Operating Budget be amended as set forth in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2012-13 Town Budget to enact the changes identified on Exhibit A attached hereto.

PASSED AND ADOPTED at a meeting of the City Council of the Town of Atherton held on the 28<sup>th</sup> day of November, 2012 by the following vote:

AYES:            Council members:  
NOES:            Council members:  
ABSENT:        Council members:

---

William R. Widmer, MAYOR  
Town of Atherton

ATTEST:

---

Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

---

William B. Conners, City Attorney

**EXHIBIT A**

**Town of Atherton  
Budget Amendment Request**

**Transfer \$6,000 From:**

**2012/2013  
Un-appropriated General Fund Balance**

**To:**

**2012/2013  
Account 101-11-54019-011  
Special Events & Awards**



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: EDWIN F. FLINT, CHIEF OF POLICE**

**DATE: FOR THE MEETING OF NOVEMBER 28, 2012**

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING BUDGET  
AMENDMENT FOR FY 2012-2013**

### **RECOMMENDATION**

Adopt the attached resolution approving a budget amendment to the FY 2012-2013 budget for the transfer of \$20,000.00 from the General Fund to the Police Department's Disaster/Emergency fund.

### **DISCUSSION**

In mid 2011, City Council approved the allocation of \$20,000 for Disaster/Emergency funds to supply Town neighborhoods with emergency supplies in the event of a disaster. The only documentation of Council's action was found in an old City Manager's report dated October 19, 2011, by former City Manager John Danielson, which gave the Finance Department authority to move funds to the police department's Disaster/Emergency account in the FY 11-12 budget. It appears that the accounting action was never actually completed by the Finance Department. Subsequently, the funds were not rolled over from the FY 11-12 budget to the FY 12-13 budget and were returned to the General Fund.

### **FISCAL IMPACT**

Should the City Council approve the transfer of \$20,000.00 from the General Fund to the police department's Disaster/Emergency fund, it represents a reduction in the Town's General Fund of \$20,000.

Prepared by:

Approved by:

---

Edwin F. Flint  
Chief of Police

---

George Rodericks  
City Manager

Attachments: Budget Amendment Resolution  
Exhibit A



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER**

**DATE: FOR THE REGULAR MEETING OF OCTOBER 19, 2011**

**SUBJECT: CITY MANAGER WRITTEN REPORT**

#### **ADMINISTRATION:**

##### Follow up from last Council meeting:

The Town has received complaints about the phone system and phone calls not being returned in a timely manner. Staff researched the issue and discussed it with our phone administrator NEC. NEC said the Town's phone system came to the "end of its life" sometime ago.

In some instances certain employees were experiencing messages that were queued for more than 5 days. What there is an issue, NEC been coming out on an annual basis to reboot the system which refreshes it and allows the Town to utilize it for longer than it should.

The time in between reboots is getting shorter and NEC doesn't recommend the Town continue this routine.

Senior staff is working with the IT department on a cost-analysis for upgrading the current phone system and for installing a brand new VoIP system. The Town received a quote from the current NEC vendor who can upgrade the system to a hybrid VoIP system. The hybrid VoIP phone system (this is how Redwood City proceeded when they upgraded to a VoIP system) will allow the Town to use the existing infrastructure with very little change and will include a new voicemail system. Where wire is adequate, which are not too many places, VoIP phones can be installed. The advantages are: leveraging existing hardware including handsets; having the ability to give facilities VoIP capabilities one at a time over a longer period of time by rewiring and adding network

equipment to them when they are migrated to VoIP; and having a stable voicemail system in a relatively short period of time. The disadvantages are that the Town would still need the vendor to do moves, adds, and changes to your phone system. A site visit from NEC costs the Town approximately \$200 per visit. Taking into consideration the possibility of a new town center in the future, this may be a smart choice so that wiring and equipment purchased for facilities doesn't go to waste, once the buildings are torn down and rebuilt.

The Towns IT department anticipates the results of an RFP for a total rewiring, new network equipment, and handset replaced for a city wide VoIP only system to be somewhere in the neighborhood of \$100K and about 9 to 12 months from start to finish.

### **COMMUNITY SERVICES DEPARTMENT:**

The Building and Planning Departments have been merged to create the Community Services Department. Code Enforcement and Town Arborist services will also be discussed under the Community Services Department.

See attached report from the Community Services Department beginning **on page 5.**

Below is a press release regarding the Building Department that was sent out by the City Clerk on Friday, October 7<sup>th</sup>.

On Monday, October 3<sup>rd</sup>, the Town of Atherton held its first Development Roundtable with local residential homebuilders and developers. A group of 13 home builders and architects joined Town building, planning, engineering, and Menlo Fire staff to begin what will be monthly meetings to provide a forum to openly and candidly discuss the residential development/building process within the Town of Atherton. The focus and purpose of these meetings is to improve and streamline the building process by creating a collaborative partnership between Town staff and residential building stakeholders.

On August 22<sup>nd</sup>, Interwest Consulting Group began providing full building services within the Town of Atherton including plan in-take, plan review, permit issuance, and building inspections. The new building staff was introduced to the Roundtable attendees. Information regarding scheduling inspections, plan review turnaround times, and philosophy and approach to performing the Towns regulatory responsibilities were shared and discussed.

According to Michael Kashiwagi, Town of Atherton Community Services Director, "the purpose and importance of the newly created Development Roundtable is to open the doors to two way conversations between the Town of Atherton and it's building community stakeholders regarding current procedures and practices; the identification of unnecessary and costly processes; and receive feedback regarding things we can do to improve our services."

## **FINANCE DEPARTMENT:**

On September 30, 2011, the Town received four invoices from Allied Waste totaling \$337,328.12. A decision will need to be made by the City Council on October 19, 2011, meeting to determine how much of the amount owed on the balancing account to Allied Waste is the Town's General Fund obligation. The decision will enable the liability to be properly recorded in the FY 2011 audit report.

A revised FY 2011-2012 budget reflecting changes in Town operation was prepared for City Council approval on September 21, 2011. A mid-year budget review will be submitted to City Council in February 2012 to reflect actual six-month operating revenues and expenditures and provide a more accurate forecast of FY 2012.

The Finance Committee met on September 3, 2011, and reviewed the FY 2011-2012 revised budget. The next meeting is tentatively set for November 2, 2011, at 11 a.m.

A complete physical inventory including tagging of certain Town assets is underway. The external auditor Maze & Associates is scheduled to complete final field work from October 5, 2011, to October 14, 2011. The Audit Committee is meeting on November 1, 2011, at 2 p.m. to review the draft audit report for FY 2011 and hear comments and/or findings from the auditor.

Finance Director met with a resident to discuss parcel tax use and cost allocation. A decision supported by Public Works and Park staff to have the contract park event planner to book events, collect and deliver cash receipts (checks only) daily to the Admin Office daily for processing. A written procedure was prepared by the DPW Superintendent and became effective October 7, 2011.

**PLANNING DEPARTMENT:** - See attached Community Services Department update

## **POLICE DEPARTMENT:**

We have something that is uniquely APD's.....a new organization motto: "TO SERVE WITH HONOR, INTEGRITY, AND PROFESSIONALISM." Like "Gary Owen," adopted by General George A. Custer's 7<sup>th</sup> Cavalry Regiment, the men and women of the Atherton Police Department have adopted, "TO SERVE WITH HONOR, INTEGRITY, AND PROFESSIONALISM" as their new Department motto. The Department motto defines who we are as an organization, what we believe in, and must be modeled in everything we do as individuals.

The month of September was very productive in the area of traffic safety and enforcement. Atherton's patrol teams, combined with motorcycle Officer Tim Marks, amassed 476 traffic citations, outpacing last month's sterling enforcement efforts by 282 citations.

Sergeant Kristin Nichols, our Disaster Preparedness Coordinator, attended a meeting with East Palo Alto, Menlo Park, and the Menlo Park Fire District regarding organizing a Citizen Corps group. This collaborative group would unite the three jurisdictions and their communities to work together on disaster preparedness. One of the functions of the Citizen Corps would be to provide education and training to the residents, thus ensuring they are prepared for any emergency. The Town Council recently appropriated \$20,000.00 for disaster preparedness. APD staff will work with the Atherton Disaster and Preparedness Team (ADAPT) to identify where the money is needed most.

Patrol Officers arrested an East Palo Alto male Juvenile and a Menlo Park adult male for burglary after catching them inside a Laurel School building after hours. A joint investigation with Menlo Park Police Department revealed that the two arrestees had also stolen almost two dozen I-Pads from Hillview Elementary School. Atherton Police also arrested a Menlo Park resident after he tried to run over a security guard who was providing traffic control for a charity concert at the Menlo Circus Club.

President Obama visited the Town of Atherton for a fundraiser this month. APD coordinated joint security efforts with the United States Secret Service and the San Mateo County Sheriff's Office. The President's visit went smoothly, with no security issues. The Special Agent in Charge commented what a pleasure it was working with APD during the President's visit and ask to extend his thanks to APD staff for a job well-done.

APD's newest full-time Police Officer David Gomez was introduced at our September City Council meeting. Officer David Gomez grew up in the Pacific Northwest city of Longview just north of Portland, OR. He is a 2000 graduate of Robert A. Long High School where he lettered all four years in football and baseball. After high school, David attended Lower Columbia College on a baseball scholarship and studied Administration of Justice and will complete his Bachelor's Degree in Criminal Justice from CCU- Santa Ana in April 2012. He is a 2009 graduate of San Mateo College Police Academy and was hired as a Reserve Police Officer for with APD. Officer Gomez has been married to his wife Jordan of 8 years. They have three daughters, Emersyn, Irelyn, and Paityn.

### **PUBLIC WORKS PROJECT UPDATES:**

#### Fletcher-Ridgeview Project

Major construction for this project is complete. Remaining items left to be completed are landscape work that was damage due to the construction of the project. Landscape work is set to begin on October 17th and the timeline for this project is 2-3 weeks.

#### Upper Atherton Channel Project

Project is currently under construction. Slope restoration is complete at Weir 1. Installations of the concrete stop logs are currently underway and erosion protection of the site will be installed shortly thereafter. Weir 2 & 3 are complete. Project is anticipated to be completed by the end of October.

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE**  
**TOWN OF ATHERTON**  
**APPROVING BUDGET AMENDMENT**  
**FOR FY 2012-2013**

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**WHEREAS**, it is in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2012-2013 Operating Budget be amended as set forth in Exhibit A, attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2012-2013 Town Budget to enact the changes identified on Exhibit A attached hereto.

**PASSED AND ADOPTED**, at a meeting of the City Council of the Town of Atherton held on the 28th day of November, 2012 by the following vote:

AYES: Council members:  
NOES: Council members:  
ABSTAIN: Council members:  
ABSENT: Council members:

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Bill Widmer  
MAYOR

ATTEST:

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Theresa N. DellaSanta  
CITY CLERK





## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, DIRECTOR OF PUBLIC WORKS  
NEAL J. MARTIN, TOWN PLANNER**

**DATE: FOR THE MEETING OF NOVEMBER 28, 2012**

**SUBJECT: COMPLETE STREETS RESOLUTION**

#### **RECOMMENDATION:**

Planning Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON EXPRESSING SUPPORT OF COMPLETE STREETS".

#### **BACKGROUND:**

In 2008, the California Legislature adopted the California Complete Streets Act which requires cities and counties at such time as they substantially amend the circulation element of their general plans, to include plans for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan. Users of streets, roads, and highways means bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

Atherton may be eligible to receive grant funds through the One Bay Area Grant Program (OBAG) for bicycle and pedestrian projects. However, there are two specific requirements that must be in place for jurisdictions to be eligible. First, they must have a housing element certified by the CA Department of Housing and Community Development (Atherton meets this requirement). Second, they must have adopted a Complete Streets resolution that meets the standards of the Metropolitan Transportation Commission (MTC).

The City Council, at its October 17, 2012 meeting reviewed the Resolution and requested staff revise the Resolution to be more applicable to Atherton. Staff revised the attached Resolution to

replace instances of “shall” with “should” to provide greater local control. A reference to preserving the Town’s rural character was added to section 1(A)(c) under context sensitivity.

**ANALYSIS:**

The attached resolution expresses the Town of Atherton’s support for a Complete Streets policy. The resolution is based on the sample provided by MTC and has also been reviewed by MTC staff in an effort to assure that it meets MTC standards. The MTC sample resolution has been modified to reflect the unique rural characteristics of the Town.

The Complete Streets Resolution was also reviewed, discussed, and approved by a 6-1 vote at the September meeting of the Atherton Transportation Committee. Some of the discussion by Committee members included concern that adoption of the Complete Streets Resolution would impact the Town’s future ability to maintain its rural character. Staff responded that adoption of the Resolution would not impact the Town’s ability to exercise local control over future land use and/or roadway design policy. In addition, staff advised that by not adopting the Resolution, the Town would not be eligible to receive formula based federal transportation funds used to maintain Town roads as well as the opportunity to pursue grant funding for future bicycle and pedestrian improvements.

**FISCAL IMPACT:**

Costs associated with the preparation of this resolution are charged to the General Fund.

Prepared By:

Approved:

\_\_\_\_\_  
Michael Kashiwagi, P.E.  
Public Works Director

\_\_\_\_\_  
George Rodericks,  
City Manager

\_\_\_\_\_  
Neal Martin  
Town Planner

**Attachments:**

1. Resolution

**RESOLUTION NO. 12-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
EXPRESSING SUPPORT OF COMPLETE STREETS**

THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES RESOLVE AS FOLLOWS:

WHEREAS, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families.

WHEREAS, the Town of Atherton (Atherton) acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation; and

WHEREAS, Atherton recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability; and

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (California Government Code Sections 65040.2 and 65302), which requires that when cities or counties revise general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it “views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system”; and

WHEREAS, the full integration of all modes in the design of streets and highways will increase the capacity and efficiency of the road network, reduce traffic congestion by improving mobility options, and improving the general quality of life; and

WHEREAS, the provision of more travel options, including public transportation, bicycling and walking facilities is an important element in reducing congestion; and

WHEREAS, the design and construction of new facilities should anticipate future demand for bicycling, walking and other alternative transportation modes and should not preclude the provision of future improvements; and

WHEREAS, therefore, in light of the foregoing benefits and considerations, Atherton wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ATHERTON THAT:

**Section I:** That the Town of Atherton adopts the Complete Streets Policy as stated below:

**A. Complete Streets Principles**

1. **Complete Streets Serving All Users.** Atherton expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families.
2. **Context Sensitivity.** In planning and implementing street projects, departments and staff of Atherton should maintain sensitivity to local conditions and ~~shall~~ work with residents, and other stakeholders to ensure that a strong sense of place ensues and the Town's rural character is preserved. Improvements that ~~will~~ should be considered include walkways, shared use paths, bicycle lanes, bicycle routes, pedestrian usable shoulders, street trees and landscaping, planting strips, accessible ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, and other features assisting in the provision of safe travel for all users.
3. **Complete Streets Routinely Addressed by All Departments.** All relevant departments and staff of Atherton should work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation. The following projects provide opportunities: pavement resurfacing, restriping, accessing above and underground utilities, signalization operations or modifications, and maintenance of landscaping/related features.
4. **All Projects and Phases.** Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users should be considered for incorporation ~~incorporated~~ into all planning, funding, design, approval, and implementation processes for any construction, reconstruction, retrofit, maintenance, operations, alteration, or repair of streets (including streets, roads, highways, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users may be excluded if an exemption is approved via the process set forth in section C. 1 of this policy.

**B. Implementation**

1. **Plan Consultation and Consistency.** Maintenance, planning, and design of projects affecting the transportation system shall be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans, except that where such consistency cannot be achieved without negative consequences, consistency shall not be required if the City Manager provides written approval explaining the basis of such deviation.
2. **Street Network/Connectivity.** As feasible, Atherton should incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for existing and anticipated future areas of travel origination or destination.
3. **Evaluation.** The Atherton Public Works and Planning Departments shall perform evaluations of how well the streets and transportation network of Atherton are serving each category of users by collecting baseline data and collecting follow-up data on a regular basis.

**C. Exemptions**

1. **Leadership Approval for Exemptions.** A project seeking Complete Streets exemption must provide written finding of why accommodations for all modes was not incorporated into the project. Exemptions shall be reviewed and approved by the Public Works and Planning Departments.

\* \* \* \* \*

PASSED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_ 2012, by the following votes:

Ayes:  
Noes:  
Absent:

TOWN OF ATHERTON

\_\_\_\_\_  
Bill Widmer, Mayor

ATTEST:

\_\_\_\_\_  
Theresa DellaSanta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William B. Conners, City Attorney



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: THERESA N. DELLASANTA, CITY CLERK**

**DATE: CITY COUNCIL MEETING OF NOVEMBER 28, 2012**

**SUBJECT: RESOLUTION TO REJECT CLAIM OF MARY T. BELICH**

#### **RECOMMENDATION**

Adopt Resolution 12-xx denying the claim filed by Mary T. Belich and authorizing staff to send a notice of rejection.

#### **BACKGROUND**

The Town received a claim presented by Mary T. Belich who claimed that while driving over a manhole on Atherton Avenue the cover became loose and caused damage to the sway bar bracket on the right rear side of her 1979 Ferrari 308 GTS.

The Town advised ABAG of the claim and forwarded information on the project CalWater was undertaking in the area at the time. Together with the Town, ABAG determined that this case does not appear to be a case of liability against the Town since there was no ongoing Atherton project in the area.

Staff recommends that City Council reject the claim by approving the resolution and allowing staff to send Ms. Belich the notice of rejection.

#### **FISCAL IMPACT**

No fiscal impact.

Prepared By:

Approved:

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Theresa N. DellaSanta  
City Clerk

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George Rodericks,  
City Manager

Attachment: Resolution 12-xx rejecting the claim of Mary T. Belich



## Town of Atherton

### ITEM 19

#### CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GEORGE RODERICKS, CITY MANAGER  
DATE: NOVEMBER 28, 2012  
SUBJECT: ATHERTON LIBRARY SERVICES

#### **RECOMMENDATION:**

Review and Discuss.

This report is not intended to provide the Council with a recommendation with respect to Library service in Atherton. Rather, it is intended to provide the Council with a summary of library services, the cost of those services, a summary of donor funds and fund usage, and a comparison of library service costs in other communities. Attachments to this report provide greater background and depth to some of the issues addressed herein.

The information can be used by the Council to inform its decision or direction with respect to the Library Joint Powers Agreement and/or the method and scope of delivery of library services in Atherton.

#### **BACKGROUND/ANALYSIS:**

##### Formation History

In 1912 under the authority of the County Library Law of 1911, the San Mateo County Board of Supervisors created the San Mateo County Free Public Library System. The underlying legislation explicitly provided for a tax specifically dedicated and restricted for library purposes.

Property taxes collected for the district are allocated directly to the San Mateo County Library (SMCL) to provide library services within an established geographic area. The existing member cities joined the San Mateo County Free Public Library at the time of their incorporation. Joining was virtually automatic as the County Library tax already overlaid the properties within any newly incorporated city.

The SMCL has provided library services to Atherton since its incorporation in 1923. SMCL currently operates as a Joint Powers Authority (JPA) formed in 1999. The parties to the JPA include San Mateo County and the cities/towns of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, and Woodside.

Since the formation of the JPA in 1999, no member agencies have withdrawn from the JPA. Further, since its formation, no outside agencies have formally requested to join the JPA. City-managed libraries serve the remainder of San Mateo County in the communities of Burlingame, Daly City, Menlo Park, Redwood City, San Bruno, San Mateo City, and South San Francisco.

The JPA operates by the rules and regulations, legal restrictions and requirements applicable to County Free Library Law. Maintaining the designation as a County Free Public Library allows the system to remain a taxing entity and provide the JPA with its primary source of funding.

The JPA is charged with governance of the SMCL system. A Board consisting of a representative from each member agency governs the JPA. The Board maintains oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, and otherwise influence operations and account for fiscal matters. The JPA Agreement provides broad responsibility as follows:

- Provide policy direction and governance for the Library System
- Carry out the functions as required in the JPA Agreement
- Approve the budget and disposition of revenues for Library System Services
- Approve and oversee the services and programs of the Library System

### Funding

Approximately 90% of the operating revenues from the SMCL are derived from property taxes. The passage of Proposition 13 in 1978 and subsequent legal determinations put the State in charge of the allocation of property taxes and set in place the basic tax rate based on a proportionate sharing of the tax in place. Proposition 13 established limitations on increases in assessed value and set the maximum general property tax rate at 1%. The SMCL receives a fixed percentage of the property tax that cannot be reallocated due to the constitutional provisions now in place. The average tax rate for the SMCL is 3.2%. Essentially, this means that for every \$100 of assessed value of a property, the SMCL tax is 3.2 cents. Library systems outside of the SMCL operate from their own tax base that may be higher or less than the SMCL tax of 3.2%.

The fiscal year 2012-2013 adopted budget for the SMCL shows \$31,729,670 in total requirements. Of that amount, \$8,943,799 represents capital reserves and \$3,586,280 represents agency reserves. Actual appropriations totaled \$27,399,039. Revenues projected total \$18,531,429 with an available fund balance of \$13,198,241 for a total available of \$31,729,670. **Attachment F** provides greater detail on the fiscal year 2012-2013 Library JPA Budget.

The cost to operate the Atherton Library in fiscal year 2011-2012 totaled \$1,102,273. The two components of this amount are: 1) direct costs at \$594,369 (54%) of which branch library staffing is the primary driver; and 2) overhead or indirect costs at \$507,904 (46%) consisting of information technology, network support, material collections (selection, acquisitions, cataloging, and processing), delivery systems, system administration, financial and accounting services, library programming and marketing, human resources, and staff development. The JPA distributes overhead costs on three equally weighted factors: circulation and walk-in use (i.e. visitors), property tax revenue, and population of the member agency's service area.

### Donor Funds

The JPA Agreement provides that in the event that the allocated library service revenue (the property taxes received from within the boundaries of the member agency) exceeds the amount required to maintain the minimum library service for the particular agency, excess funds shall be placed into a "donor city fund" and spent on library related activities within that jurisdictional boundary. There are three member agencies that are classified as "donor cities." These agencies are the Towns of Woodside, Portola Valley, and Atherton.

Excess donor city revenues must be spent on library related services solely within the jurisdictional boundaries of the agency to which they are allocated. Qualifying activities include, but are not limited to, facility maintenance, facility remodeling or expansion, increased service hours, or increased book purchases. All uses of excess donor city revenues must be mutually agreed upon by the JPA and the City Council of the affected donor city.

As of June 30, 2011, the Town of Atherton's donor fund account contained \$5,574,263. The new amount of set aside for fiscal year 2011-2012 was \$969,986. The expenditures from the donor funds approved for fiscal year 2012-2013 include \$1,004,950 to offset facility costs incurred by the Town related to general maintenance, utilities, custodial services, landscaping services, and associated supplies for the library building. Included in the \$1,004,950 is \$957,000 to capture costs related to the new library project. Donor funds are also used to enhance the library service hours beyond the minimum service level of 40 hours to 57 hours.

In 2012 the JPA considered a revision to the donor fund policy with respect to where the funds are maintained. Presently, donor funds are maintained by the member agencies in restricted accounts. **Attachment G** includes a discussion of the recent prospective policy change adopted by the JPA Board whereby Trust Fund accounts are created for new donor fund revenues. The policy change is effective prospectively beginning in 2013. The funds, irrespective of their location, remain restricted to library activities within the applicable agency boundaries on a cost reimbursement basis. The Board will create an instructive policy clarifying the use of the funds and the method for distributing the revenue.

### Service Levels

The minimum service levels are outlined within the JPA Agreement and are set at 40 hours per week for member agencies with less than 10,000 population and 60 hours per week for agencies with populations over 10,000.

The Atherton Library is open 7 days a week at a total of 57 hours per week. The Atherton Library has dedicated branch staff of 4.75 FTE. As indicated earlier in this Report, operating costs for fiscal year 2011-12 totaled \$1,102,273. Of that amount, \$594,369 (54%) are direct costs and \$507,904 (46%) are indirect costs.

### Library Comparisons

The following table provides a comparison of library systems (both stand-alone libraries and those that are part of a larger system). It is important to note that stand-alone libraries will often pay an overhead fee to be a part of a larger system of interconnected services. That is not discussed in this report. *The source of the information below is the 2011 California Library Statistics, FY 2009-2010 Public and County Law Libraries, and the Library Development Services Bureau, Sacramento 2011.*

Library	Library Sq. Ft.	Hours per Week	Population	Staff FTE	Total Operating Expenditures	Expenditures per Capita
<b>ATHERTON</b>	<b>4,790</b>	<b>57</b>	<b>6,995</b>	<b>4.75</b>	<b>\$1,102,273</b>	<b>\$157.58</b>
<b>Single Libraries:</b>						
San Bruno	15,600	55	44,294	13.5	\$1,949,222	\$44.01
San Anselmo	6,600	34	12,744	3.7	\$571,594	\$44.85
Larkspur	4,500	51	12,398	8.57	\$783,643	\$63.21
Los Gatos	13,970	54	30,802	14.10	\$2,082,065	\$67.70
Sausalito	6,250	60	7,596	6.97	\$646,664	\$85.13
Mill Valley	27,000	59	14,144	18.67	\$1,755,717	\$124.13
Belvedere-Tiburon	10,500	58	11,175	14.5	\$1,710,250	\$153.04
St. Helena	16,900	50	6,010	10.4	\$1,169,964	\$194.67
<b>System Libraries:</b>						
Daly City (4 branches)	38,300	154	108,383	30.59	\$4,128,737	\$33.77
San Mateo City (3 branches)	105,603	101	101,381	49.41	\$5,093,473	\$50.24
Mountain View (2 branches)	60,000	61	75,787	45.25	\$4,751,761	\$62.70
South San Francisco (3 branches)	43,006	100	65,872	39.28	\$4,432,311	\$67.29
Menlo Park (2 branches)	37,846	88	32,185	11.43	\$2,251,279	\$69.95
Redwood City (4 branches)	79,200	201	78,568	49.16	\$7,205,422	\$91.71
Burlingame (2 branches)	50,000	89	37,033	29.40	\$3,534,493	\$95.44
Palo Alto (5 branches)	54,118	175	65,408	52.89	\$6,525,175	\$99.76

### Attachments

Staff has included a number of instructive attachments for the Council's information. The attachments provide a summary of a number of the questions asked by the Council with respect to library services in Atherton. Included in a number of the attachments are summaries of the uses of donor funds, detailed budget information, descriptions of policy, and background.

**Attachment A** is a recent memorandum from the Director of Library Services highlighting the current library services to Atherton, the cost of those services, a comparison of costs (as highlighted above), and a history of donor funds with respect to the Town.

**Attachments B, C, D, E, & F** highlight areas of the Library Services budget and budget process, to include the Library's investment policy.

**Attachment G** addresses proposed uses of donor funds.

**Attachment H** is a mid-year financial report for fiscal year 2011-2012.

**Attachment I** provides background related to operations and governance of the SMCL.

**Attachment J** is a summary of the Atherton Library Needs Assessment and the Executive Summary.

**Attachment K** is an early memorandum on a proposed use of donor city funds.

**Attachment L & M** address the Strategic Plan for the SMCL valid until 2014.

**Attachment N & O** are the JPA Agreement and Bylaws, respectively.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

- A. Memorandum dated November 15, 2012 "Background Related to Atherton Library Services"
- B. Memorandum dated November 5, 2012 "Revision of the FY 2012-13 Adopted Budget"
- C. Memorandum dated November 5, 2012 "Investment Report as of September 30, 2012"
- D. Memorandum dated September 10, 2012 "Approval of the FY 2012-13 Adopted Budget"
- E. Memorandum dated September 10, 2012 "Approval of the Library Fund Balance Policy in its Current Form"
- F. Memorandum dated May 7, 2012 "Introduction of the FY 2012-13 Recommended Budget"
- G. Memorandum dated May 7, 2012 "FY 2012-13 Proposed Uses of Donor City Library Funds and Establishment of Library Trust Fund Accounts"
- H. Memorandum dated February 6, 2012 "FY 2011-12 Mid-Year Financial Report"
- I. Memorandum dated July 11, 2011 "Background Related to the Operations and Governance of the San Mateo County Library"
- J. Staff Report dated February 17, 2010 "Atherton Library Needs Assessment"
- K. Memorandum dated February 2, 2009 "Use of Donor City Funds"
- L. Report dated September 2007 "San Mateo County Library Strategic Plan: 2007 to 2014"
- M. Memorandum dated November 1, 2010 "Strategic Plan Update Report"
- N. First Restated JPA
- O. JPA Bylaws

# ATTACHMENT A



SAN MATEO COUNTY LIBRARY  
Connect. Discover. Evolve.

Date: November 15, 2012  
From: Anne-Marie Despain, Director of Library Services  
Re: Background Related to Atherton Library Services

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## Atherton Library Service

The San Mateo County Library (SMCL or Library) has provided library service to Atherton since 1923. SMCL currently operates as a Joint Powers Authority (JPA). The parties to the Library JPA agreement include San Mateo County and the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, and Woodside. Since the formation of the San Mateo County Library Joint Powers Authority in 1999, no members have withdrawn or been added. The rest of the county is served by city managed libraries in Burlingame, Daly City, Menlo Park, Redwood City, San Bruno, San Mateo City and South San Francisco.

As a library system, SMCL ranks high among its peer libraries in the state and is known nationally for its service excellence. Recognized by *Library Journal* as a 4-Star Library for its efforts in successfully developing a strong community-based library system, SMCL has helped to accomplish the construction of new and renovated libraries in the majority of the member cities, built strong well-used collections, anticipated and kept pace with library technology and services, and has efficiently assessed and allocated resources.

Not only is the Atherton Library well-used, it is well-regarded by the community. Except for the obvious limitations of space, the library is generally praised for its programs, services and customer service. SMCL currently provides the following services and benefits to the community:

- 57 open library hours per week, 7 days a week
- Cost-effective advantage of leveraging the purchase of materials, supplies and services across the system
- Shared resources and centrally planned programs enabling member libraries to provide more services
- Local collections of books, magazines, audio visual, and digital materials with the added benefit of system negotiated costs and terms
- Experienced library staff with knowledge of the community and ability to tailor services to the needs of Atherton
- Sharing of staff skills and collective knowledge and creativity that leads to innovations in programming and services
- Daily delivery of materials among SMCL and other city libraries in the Peninsula Library System
- Access to an interlibrary loan service of 9 million materials from public and academic libraries throughout California
- Outreach at community events and Bookmobile service
- Access to public computers and technology training
- Internet wifi service that is additionally extended to the Town Council Chambers
- Services to schools including class visits, author visits and homework assistance
- Programs for children, teens and adults
- Outreach services to individuals who are not able to visit the library personally because of age or disability
- Literacy services through the system's SMCL Reads Program which provides free one-on-one literacy tutoring
- 24/7 ebranch virtual library services, including access to licensed databases and ebooks
- Network support and information technology training, planning and project management
- Efficient central support services which include IT support, collections (selection, acquisitions, cataloging and processing), system administration, financial and accounting services, marketing, and human resources and staff development

**Atherton Library Service Costs**

The San Mateo County Library JPA is charged with ensuring minimum service hours for each member city pursuant to the JPA Agreement. Minimum services levels as outlined in the Library JPA Agreement are 40 hours per week for parties of less than 10,000 in population and 60 hours per week for parties of over 10,000. The Atherton Library is 4,790 square feet, open 57 hours per week (as requested by the Town and mutually agreed upon by the Library), has dedicated branch staff FTE of 4.75 (does not include system support staff), and operating costs of \$1,102,273 in FY 2011-12.

Personnel costs represent 66% of total expenditures for the San Mateo County Library system. SMCL is able to deliver high quality library service in a cost effective manner through the careful distribution of staffing resources. Staffing levels have been relatively stable over the past ten years throughout SMCL due to efforts streamline and automate work processes. Internal economies of scale are achieved because as a system, SMCL is able to centralize support activities. This reduces duplication of service and enables resources to be maximized toward direct service to the public.

There are many factors that influence operating costs for libraries such as the facility design and size, open hours, circulation and use statistics, and programming and library services offered. Due to these numerous factors that influence operating costs it should be noted that it is extremely difficult to make comparisons without understanding the city/organizational variables. For example, library size may or may not include shared spaces such as community rooms, and staffing FTE may or may not include support services such as information technology staff, delivery staff, human resources staff, etc. Information on several local libraries is listed below:

Library	Library Sq. Ft.	Hours per Week	Population	Staff FTE	Total Operating Expenditures	Expenditures per Capita
<b>Single Libraries:</b>						
San Bruno	15,600	55	44,294	13.50	\$1,949,222	\$44.01
San Anselmo	6,600	34	12,744	3.70	\$571,594	\$44.85
Larkspur	4,500	51	12,398	8.57	\$783,643	\$63.21
Los Gatos	13,970	54	30,802	14.10	\$2,082,065	\$67.70
Sausalito	6,250	60	7,596	6.97	\$646,664	\$85.13
Mill Valley	27,000	59	14,144	18.67	\$1,755,717	\$124.13
Belvedere-Tiburon	10,500	58	11,175	14.50	\$1,710,250	\$153.04
St. Helena	16,900	50	6,010	10.40	\$1,169,964	\$194.67
<b>System Libraries:</b>						
Daly City (4 branches)	38,300	154	108,383	30.59	\$4,128,737	\$33.77
San Mateo City (3 branches)	105,603	101	101,381	49.41	\$5,093,473	\$50.24
Mountain View (2 branches)	60,000	61	75,787	45.25	\$4,751,761	\$62.70
South San Francisco (3 branches)	43,006	100	65,872	39.28	\$4,432,311	\$67.29
Menlo Park (2 branches)	37,846	88	32,185	11.43	\$2,251,279	\$69.95
Redwood City (4 branches)	79,200	201	78,568	49.16	\$7,205,422	\$91.71
Burlingame (2 branches)	50,000	89	37,033	29.40	\$3,534,493	\$95.44
Palo Alto (5 branches)	54,118	175	65,408	52.89	\$6,525,175	\$99.76

Source: California Library Statistics 2011, FY 2009-2010 from Public and County Law Libraries. Library Development Services Bureau, Sacramento, 2011

There is a wide degree of disparity of annual library spending per capita across the state of California, expenditures per capita range from a low of \$5.14 to a high of \$307.52. SMCL expenditures per capita are \$65.44 and the overall statewide mean is \$32.70.

### Donor City Provisions

As outlined in the San Mateo County Library Joint Powers Authority Agreement, "for each fiscal year the library service revenue allocated to libraries in each city shall not be less than the estimated library property tax revenue attributable to property located in that city, and in the event that the allocated library service revenue exceeds the amount required to maintain the minimum library service for each city as described, such excess funds shall be spent on library related activities within that city including, but not limited to, facility maintenance, facility remodeling or expansion, increased service hours, or increased book purchases, as mutually agreed by the SMCL JPA and the city council of the affected city".

There are currently three member cities designated as "Donor Cities" including the Towns of Woodside, Portola Valley, and Atherton. San Mateo County Library property taxes attributed to parcels located within these member city boundaries exceeds the cost to operate these libraries resulting in the designation as a "Donor City." The amount of San Mateo County Library revenue designated as "Donor City" funds and held by the Town of Atherton in a separate library account was \$5,574,263 on June 30, 2011, as reported in the Town of Atherton's Basic Financial Statements.

The amount of new library "Donor City" revenue set aside in FY 2011-12 was \$969,986. This calculation is based on the amount of San Mateo County Free Public Library property taxes attributed to parcels located within the member city boundary, less the cost to operate the branch in that year. Assuming that property taxes within the member city boundary continue to grow as a similar rate as compared to the cost to operate, the conditions which generate "Donor City" revenue will continue. For purposes of recent history, the amounts set aside in FY 2010-11, FY 2009-10 and FY 2008-09 were \$784,143, \$900,000 and \$846,846 respectively.

The use of these funds proposed by the Town of Atherton and approved by the Library JPA Governing Board on May 7, 2012 for FY 2012-13 include \$1,004,950 to offset facility costs incurred by the Town related to general maintenance, utilities, custodial services, landscaping services, and associated supplies for the library building. Included in this amount is an appropriation estimated at \$957,000 to capture costs related to the new library building project. These activities include project management services, architectural design related activities, town planner services, activities related to the Environmental Impact Report (EIR), and advertising and public notices. Donor funds are also utilized to enhance library service hours. The Atherton Library is open 17 additional hours (as requested by the Town and mutually agreed upon by the Library) above the minimum required per the JPA Library Agreement and for a total of 57 hours per week.

The Library JPA encourages and supports members in their community efforts to build new library facilities. We have worked collaboratively and successfully with member cities on several new library buildings over the last seven years including the Millbrae Library, the Belmont Library and the Portola Valley Library. The Town of Atherton is in the fortunate position of being the only member in the Library JPA that is able to build a new library with revenue provided by the San Mateo County Library through donor funds. Decisions related to the construction of a library, like any community space will typically evolve over time based on the expressed needs of the stakeholders, whether the space is used for multiple purposes, and the resources available. Building decisions related to the location, footprint, total square footage and architectural style are determined by the Town (facility owner).



# ATTACHMENT B

**MEMO**

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
 Pam Deal, Financial Services Manager  
**Date:** October 26, 2012  
**Meeting Date:** November 5, 2012  
**Re:** Revision of the FY 2012-13 Adopted Budget

**BACKGROUND:**

The San Mateo County Library budget process involves the distribution of resources and services that meet performance objectives as identified by SMCL staff, the JPA Operations Committee, and the JPA Governing Board. Funds are appropriated on an annual basis as adopted by the JPA Governing Board. The budget serves as the annual financial plan, an operations guide, and a communications tool which strives to provide the best and most relevant information in an easily understandable format. Information about the system and its many services is also included.

Budget Process Key Dates	
December	Budget Development Begins
February	Mid-Year Report is Submitted to the Library JPA Governing Board
May	Recommended Budget is Submitted to the Library JPA Governing Board
June	Recommended Budget is Adopted by the Library JPA Governing Board
June	Recommended Budget is Adopted by the San Mateo County Board of Supervisors
September	Final Adopted Budget is Approved by the Library JPA Governing Board
September	Final Adopted Budget is Approved by the San Mateo County Board of Supervisors

**DISCUSSION:**

On September 10, 2012, the FY 2012-13 Adopted Budget was approved by the JPA Governing Board and implemented on July 1<sup>st</sup>. The budget adopted by the Board in September was \$31,729,670. Based on year-end closing activities taking place in the County Controller's Office in late September, a modest adjustment of \$7,542 was completed resulting in a final Fund Balance figure of \$31,722,128. This figure is \$7,542 less than the figure adopted by the JPA Governing Board. A corresponding reduction has been made to Capital Reserves. There are no other changes to the FY 2012-13 Budget. The changes are reflected in the table below. Total Requirements are \$31,722,128.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by presenting budget information to the JPA Governing Board that appropriates resources in a way that makes possible the effective delivery of services and contributes to achieving SMCL goals.

**FISCAL IMPACT:**

The revised Adopted Budget for FY 2012-13 is \$31,722,128 (Total Requirements). Changes from the Adopted Budget approved in September are described above and reflected in the FY 2012-13 Adopted Budget Summary below.

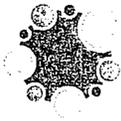
**RECOMMENDATION:**

Recommend JPA Governing Board approval of the Revised FY 2012-13 Adopted Budget. Operations Committee members present at the October 23, 2012 meeting concur with this recommendation.

San Mateo County Library  
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FY 2012-13 Adopted Budget

		FY 2012-13 Adopted	Revisions	FY 2012-13 Revised Adopted
<b><u>Sources</u></b>				
1000	Taxes	17,257,980	0	17,257,980
1500	Use of Money and Property	84,800	0	84,800
1600	Intergovernmental Revenues	106,450	0	106,450
2000	Charges for Services	568,000	0	568,000
2500	Interfund Revenue	157,386	0	157,386
2600	Miscellaneous Revenue	356,813	0	356,813
2800	Other Revenue	0	0	0
	<b>Total Revenue</b>	<b>18,531,429</b>	<b>0</b>	<b>18,531,429</b>
333	Fund Balance	13,198,241	(7,542)	13,190,699
	<b>TOTAL SOURCES</b>	<b>31,729,670</b>	<b>(7,542)</b>	<b>31,722,128</b>
<b><u>Requirements</u></b>				
4000	Salaries and Benefits	12,528,750	0	12,528,750
5000	Services and Supplies	13,485,062	0	13,485,062
6000	Other Charges	1,385,227	0	1,385,227
7000	Fixed Assets	0	0	0
	<b>Gross Appropriations</b>	<b>27,399,039</b>	<b>0</b>	<b>27,399,039</b>
8000	Intrafund Transfers	(8,199,448)	0	(8,199,448)
	<b>Net Appropriations</b>	<b>19,199,591</b>	<b>0</b>	<b>19,199,591</b>
8500	Agency Reserves	3,586,280	0	3,586,280
8700	Capital Reserves	8,943,799	(7,542)	8,936,257
	<b>TOTAL REQUIREMENTS</b>	<b>31,729,670</b>	<b>(7,542)</b>	<b>31,722,128</b>
	Salary Resolution	122.00	0.00	122.00
	Funded Full-Time Equivalent (FTE)	107.28	0.00	107.28



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## ATTACHMENT C

### MEMO

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
 Pam Deal, Financial Services Manager  
**Date:** October 26, 2012  
**Meeting Date:** November 5, 2012  
**Re:** Investment Report as of September 30, 2012

### BACKGROUND:

On September 14, 2009, the JPA Governing Board adopted the Library JPA Investment Policy. The purpose of the investment policy is to provide guidance and protection to the San Mateo County Library Joint Powers Authority's (Library JPA) cash and investments, and promote prudent financial stewardship. It shall also be the policy of the Library JPA to diversify its investment portfolio to ensure the maximum safety of Library JPA assets. The Library JPA shall have funds not required for immediate expenditure invested in compliance with state law and this policy.

The criteria for selecting investments in order of priority are:

- Safety of Principal
- Liquidity
- Yield

Investments are made in several vehicles to minimize risk by diversifying the Library JPA's portfolio and include:

- The San Mateo County Investment Pool (SMCIP)
- The State of California Local Agency Investment Fund (LAIF)

As outlined in the Library JPA Investment Policy, the Director of Library Services shall submit investment reports to the JPA Governing Board on the status of the Library JPA's investment portfolio. The report will provide information as to the types of investment, the amount of money invested within the two investment instruments, maturity dates, and interest rate yield on investments in accordance with the Government Code. The report shall also state if the Library JPA investments are in compliance with this policy and able to meet its cash flow obligation for the next six month period. The investment policy was last approved by the JPA Governing Board on September 10, 2012.

### DISCUSSION:

The Library JPA is a voluntary participant in the San Mateo County Investment Pool which is regulated by California Government Code Section 53600 under the oversight of the Treasurer of the County of San Mateo. Included in SMCIP's investment portfolio as outlined in its Investment Policy (<http://www.sanmateocountytreasurer.org/investmentpolicies/Approved%20Investment%20Policy%202012.pdf>) are: U.S. Treasury Securities, U.S. Government Agency/Government Sponsored Enterprises, Commercial Paper, Negotiable Certificates of Deposit, Bankers Acceptances, Collateralized Certificates of Deposit, Asset Backed Securities, Corporate Securities, Repurchase Agreements, Local Agency Investment Fund, and Registered Warrants.

As of September 30, 2012, Library JPA funds in the amount of \$9,751,536 were invested with the San Mateo County Investment Pool, producing an average yield of .87%. Investments matured in an average of 1.7 years. Interest earnings for the quarter ending September 30, 2012 total \$17,417. Interest earnings for the fiscal year as of September 30, 2012 total \$17,417.

The Library JPA is a voluntary participant in the Local Agency Investment Fund, which is regulated by California Government Code Section 16429 under the oversight of the Treasury of the State of California. Included in LAIF's investment portfolio as outlined in its Investment Policy (<http://www.treasurer.ca.gov/pmia-laif/answer/policy.pdf>) are: U.S. Treasury Securities, Federal Agency Securities, Bankers Acceptances-Domestic/Foreign, Certificates of Deposit, Collateralized Time Deposits, Commercial Paper, Corporate Bonds/Notes, Repurchases and Reverse Repurchases, and Negotiable Orders of Withdrawal.

As of September 30, 2012, Library JPA funds in the amount of \$2,017,714 were invested with the Local Agency Investment Fund, producing an average yield of .35%. Investments matured in an average of 242 days. Interest earnings for the quarter ending September 30, 2012 total \$1,801. Interest earnings for the fiscal year as of September 30, 2012 total \$1,801.

Both SMCIP and LAIF maintain a large percentage of their investments in U.S. Treasury Securities representing obligations issued by the U.S. Government for which the full faith and credit of the United States is pledged for the payment of principal and interest. Neither SMCIP nor LAIF invest in derivative products. In order to minimize risk, and as outlined in their respective Investment Policies, the average maturity of the funds within the pool (duration a financial asset is held) is limited to 24 months for SMCIP and 18 months for LAIF. As a participant in both SMCIP and LAIF, Library JPA funds are always liquid and available.

On an ongoing basis, cash flow requirements are reviewed to ensure that the investment portfolio remains sufficiently liquid to enable the Library JPA to meet all reasonably anticipated operating requirements. As of September 30, 2012, Library JPA investments are in compliance with the Library JPA Investment Policy and the portfolio contains enough liquidity to meet the next six months of expected expenditures.

#### **STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by ensuring that the Library JPA Governing Board is fully informed regarding investment options that maximize the return on these funds in a safe and prudent manner as outlined by state statute and the Library JPA Investment Policy.

#### **FISCAL IMPACT:**

As of September 30, 2012, Library JPA funds invested with the San Mateo County Investment Pool and Local Agency Investment Fund accrued interest earnings totaling \$19,218. Library JPA investments are in compliance with the Library JPA Investment Policy and the portfolio contains enough liquidity to meet the next six months of expected expenditures.

#### **RECOMMENDATION:**

Recommend JPA Governing Board accept the Investment Report for the period ending September 30, 2012. Operations Committee members present at the October 23, 2012 meeting concur with this recommendation.

**San Mateo County Library  
Joint Powers Authority**

**INVESTMENT POLICY**

The purpose of this investment policy is to provide guidance and protection to the San Mateo County Library Joint Powers Authority's (Library JPA's) cash and investments, and promote prudent financial stewardship.

**I. Objectives**

The basic premise underlying the Library JPA's Investment Policy is to insure that money is always available when needed. It shall also be the policy of the Library JPA to diversify its investment portfolio to ensure the maximum safety of Library JPA assets. The Library JPA shall have funds not required for immediate expenditure (surplus funds) invested in compliance with state law and this policy.

**II. Investment Criteria**

The criteria for selecting investments in order of priority are:

1. **Safety of Principal:** Safety of principal is the foremost objective of the investment program. Cash and all investments should be undertaken in a manner that seeks primarily to ensure the preservation of capital.
2. **Liquidity:** Sufficient cash balances and investments amounts shall remain liquid to meet the required timing of all operating requirements that may be reasonably anticipated including cash outflows for operating expenses and funding of capital projects.
3. **Yield:** The cash investment portfolio shall be designed with the objective of attaining a reasonable or market rate of return, taking into account the primary objectives of safety and liquidity.

**III. Prudent Investor Standard**

The Library JPA adheres to the guidance provided by the "prudent investor standard," which obligates a fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of individual business matters, not for speculation but for investment. Exercise of prudence considers the probable safety of capital as well as the probable income to be delivered.

This standard of prudence shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

**IV. Acceptable Investment Instruments**

Investments will be made in several instruments to lessen risk by diversifying the Library JPA's portfolio. The Library JPA's investment portfolio may include the following instruments:

1. The San Mateo County Investment Pool
2. The State of California Local Agency Investment Fund (LAIF).

## **V. Reporting**

The Director of Library Services shall submit a quarterly investment report to the JPA Governing Board on the status of the Library JPA's investment portfolio. The report will provide information as to the type of investment, the amount of money invested with various institutions, purchase and maturity dates and interest rate yield on investments in accordance with the Government Code. The report shall state if the Library JPA investments are in compliance with this policy and able to meet its cash flow obligation for the next six month period.

## **VI. Delegation of Authority**

Pursuant to Government Code 53600 et. Seq., with the annual adoption of this Investment Policy, the JPA Governing Board assigns the responsibility of determining the portion of surplus funds to invest in the State of California Local Agency Investment Fund (LAIF) to the Director of Library Services. Daily management responsibility of the investment program may be delegated to the Financial Services Manager, who shall establish procedures for the operation consistent with this investment policy. Business controls shall be established within the organization that utilizes adequate signature controls, separation of duties and adequate audit trail of cash disbursements and transfers of cash balances.

## **VII. Adoption**

This policy shall be reviewed annually with the JPA Governing Board to insure adequacy related to the objectives of safety, liquidity and yield and its adherence to applicable laws. The JPA Governing Board will review and approve all changes to this policy.



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## ATTACHMENT D

### MEMO

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
 Pam Deal, Financial Services Manager  
**Date:** August 31, 2012  
**Meeting Date:** September 10, 2012  
**Re:** Approval of the FY 2012-13 Adopted Budget

### BACKGROUND:

The San Mateo County Library (SMCL or Library) offers an array of services. The 12 community libraries, bookmobile, and eBranch are a source of books, periodicals, newspapers, and information in multiple languages. The libraries provide access to computers and the Internet, online databases, wireless access, digital eBooks/eAudiobooks, music, business resources, and educational research. The eBranch provides access to a wealth of information and is accessible in each branch library or from a resident's personal computer at home, work, or school.

The San Mateo County Library also responds to the informational, educational and cultural needs of the community by offering a broad range of programs for children, teens and adults including author readings, lectures, films, exhibits, dance and musical performances. Outreach services include book club readings provided to incarcerated youth, and programs offered in settings such as schools, low-income clinics and shelters. Educational programming includes homework help assistance, computer training, and literacy services for children, families and adults.

The Library is a Joint Powers Authority (JPA) comprised of the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the unincorporated areas of the county. The 12 branches, bookmobile and eBranch offer a comprehensive range of library service. Approximately 274,000 people live within the boundaries of the SMCL legal taxing district which covers 351 square miles.

The SMCL JPA is governed by a Board consisting of representatives from each member entity. Oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, and otherwise influence operations and account for fiscal matters is exercised by the San Mateo County Library Governing Board.

The San Mateo County Library budget process involves the distribution of resources and services that meet performance objectives as identified by SMCL staff, the JPA Operations Committee, and the JPA Governing Board. Funds are appropriated on an annual basis as adopted by the JPA Governing Board. The budget serves as the annual financial plan, an operations guide, and a communications tool which strives to provide the best and most relevant information in an easily understandable format. Information about the system and its many services is also included.

Budget Process Key Dates	
December	Budget Development Begins
February	Mid-Year Report is Submitted to the Library JPA Governing Board
May	Recommended Budget is Submitted to the Library JPA Governing Board
June	Recommended Budget is Adopted by the Library JPA Governing Board
June	Recommended Budget is Adopted by the San Mateo County Board of Supervisors
September	Final Adopted Budget is Approved by the Library JPA Governing Board
September	Final Adopted Budget is Approved by the San Mateo County Board of Supervisors

**DISCUSSION:**

On June 4, 2012, the FY 2012-13 Recommended Budget was approved by the JPA Governing Board and implemented on July 1<sup>st</sup>. The budget adopted by the Board in June was \$31,337,436 with 122 positions. Based on fiscal year-end closing activities and availability of updated information, the FY 2012-13 Adopted Budget totals \$31,729,670. Adjustments have been made and are reflected in the proposed final Adopted Budget. In summary:

- An increase in Services and Supplies totaling \$253,110 to capture moving and storage costs associated with the Woodside Library and San Carlos Library interior renovations; signage to support the system-wide initiative to improve the accessibility of library collections; the addition of an online social discovery system called BiblioCommons that will allow for improved searching of the Library catalog and offer user commenting and tagging features; and an allocation for minor work area improvements. A corresponding reduction has been made to Reserves.
- Other modest adjustments in Services and Supplies totaling \$189,653 based on updated information include donation and Friends funded services, and cost applied support charges.
- An increase to Fund Balance totaling \$355,786 based on updated FY 2011-12 year-end closing information and attributed primarily to Redevelopment Funds. A corresponding increase has been made to Reserves.

Total Adjustments			
Revenue/Sources	Appropriations	Intrafund Transfers	Reserves
\$392,234	\$442,763	(\$153,205)	\$102,676

The FY 2012-13 Adopted Budget includes services and activities designed to achieve the goals of:

- Operating within available resources.
- Employing the best business practices and standards in carrying out service delivery.
- Focusing on decisions with measurable results and outcomes.
- Maintaining the level and quality of service the public expects.

Staff appreciates the assistance and guidance provided by both the JPA Operations Committee and Governing Board in pursuing high quality, innovative library services and looks forward to implementing the activities funded in the FY 2012-13 Adopted Budget.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by presenting budget information to the JPA Governing Board that appropriates resources in a way that makes possible the effective delivery of services and contributes to achieving SMCL goals.

**FISCAL IMPACT:**

The proposed Adopted Budget for FY 2012-13 is \$31,729,670 (Total Requirements). Changes from the Recommended Budget approved in June to the proposed Adopted Budget are described above and in the attached FY 2012-13 Adopted Budget Summary.

**RECOMMENDATION:**

Recommend JPA Governing Board approval of the FY 2012-13 Adopted Budget. Operations Committee members present at the August 28, 2012 meeting concur with this recommendation.

**ATTACHED DOCUMENT:**

FY 2012-13 Adopted Budget

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FY 2012-13 Adopted Budget

	FY 2011-12 Actuals	FY 2012-13 Recommended	Final Revisions	FY 2012-13 Adopted
<b>Sources</b>				
1000 Taxes	18,072,999	17,257,980	0	17,257,980
1500 Use of Money and Property	105,855	84,800	0	84,800
1600 Intergovernmental Revenues	210,817	106,450	0	106,450
2000 Charges for Services	531,647	568,000	0	568,000
2500 Interfund Revenue	157,388	157,386	0	157,386
2600 Miscellaneous Revenue	546,621	320,365	36,448	356,813
2800 Other Revenue	646,976	0	0	0
<b>Total Revenue</b>	<b>20,272,303</b>	<b>18,494,981</b>	<b>36,448</b>	<b>18,531,429</b>
333 Fund Balance	12,471,616	12,842,455	355,786	13,198,241
<b>TOTAL SOURCES</b>	<b>32,743,919</b>	<b>31,337,436</b>	<b>392,234</b>	<b>31,729,670</b>
<b>Requirements</b>				
4000 Salaries and Benefits	12,556,615	12,528,750	0	12,528,750
5000 Services and Supplies	12,794,904	13,042,299	442,763	13,485,062
6000 Other Charges	1,340,802	1,385,227	0	1,385,227
7000 Fixed Assets	6,928	0	0	0
<b>Gross Appropriations</b>	<b>26,699,249</b>	<b>26,956,276</b>	<b>442,763</b>	<b>27,399,039</b>
8000 Intrafund Transfers	(7,153,571)	(8,046,243)	(153,205)	(8,199,448)
<b>Net Appropriations</b>	<b>19,545,678</b>	<b>18,910,033</b>	<b>289,558</b>	<b>19,199,591</b>
8500 Agency Reserves	3,666,418	3,586,280	0	3,586,280
8700 Capital Reserves	9,531,823	8,841,123	102,676	8,943,799
<b>TOTAL REQUIREMENTS</b>	<b>32,743,919</b>	<b>31,337,436</b>	<b>392,234</b>	<b>31,729,670</b>
Salary Resolution	126.00	122.00	0.00	122.00
Full-Time Equivalent (FTE)	110.92	107.28	0.00	107.28



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# ATTACHMENT E

## MEMO

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
 Pam Deal, Financial Services Manager  
**Date:** August 31, 2012  
**Meeting Date:** September 10, 2012  
**Re:** Approval of the Library Fund Balance Policy in its Current Form

### BACKGROUND:

As outlined in the San Mateo County Library Joint Powers Authority (Library JPA) Agreement, the Governing Board is responsible for creating, adopting and maintaining by-laws and related policies to provide for the conduct of Library business. Prudent financial management suggests that all governmental entities should establish fund balance policies to provide the required resources when responding to unforeseen events and meeting operating needs.

On February 7, 2011, the Library JPA Governing Board adopted the Library Fund Balance Policy. In developing this policy, the Library reviewed and considered information provided by the Government Finance Officers Association (GFOA), the Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, and other jurisdictions' practices.

As outlined in the Library Fund Balance Policy, "Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process." The purpose of this agenda item is to comply with this provision of that policy.

### DISCUSSION:

Fund balance is generally defined as the difference between fund assets and fund liabilities remaining at year-end. For budgetary purposes, this represents the sum of over-realized or unanticipated revenues and unspent appropriations or reserves at the end of each fiscal year.

The purpose of the Library Fund Balance Policy is to establish reasonable guidelines tailored to the needs of the San Mateo County Library Joint Powers Authority which ensure that adequate funds are available to:

- Mitigate significant economic downturns or revenue shortfalls
- Cover future innovative opportunities related to system improvements
- Provide for future projects.

There is no nationally uniform standard regarding the appropriate level of unrestricted fund balance (i.e. the amounts reported as committed fund balance) local governments should maintain. Many jurisdictions have in place policies which maintain unrestricted fund balance in the range of five to fifteen percent of general fund operating revenues or operating expenditures.

The Government Finance Officers Association (GFOA) recommends that "...general purpose governments maintain at a minimum an unrestricted fund balance of no less than two (2) months or 16.7% of regular general fund operating revenues or regular general fund operating expenditures. The adequacy of unreserved fund balance in the general fund should be assessed based upon a government's own circumstances. Furthermore, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unreserved fund balance in the general fund at any one time."

The existing Library Fund Balance Policy complies with the Governmental Accounting Standards Board GASB Statement No. 54: Fund Balance Reporting and Governmental Fund Type Definitions. An overview of the current Library Fund Balance Policy is outlined below:

#### Library Fund Balance Policy Goals

##### Stabilization Commitments

The Library Fund Balance Policy exceeds the GFOA recommendation and states that the Library shall maintain amounts equal to no less than 20% of adopted general fund operating appropriations in the category identified as Stabilization Commitments (net appropriations exclusive of one-time activities). These funds are intended to provide a financial cushion against unanticipated adverse financial or economic circumstances. Stabilization Commitments may be used to address temporary cash flow shortages, emergencies, unanticipated economic downturns, and one-time opportunities to stabilize current operations.

The FY 2012-13 Adopted Budget has \$3,586,280 or 20% of operating appropriations set aside as Stabilization Commitments and meets the goal established for Agency Reserves as identified in the Fund Balance Policy.

##### Capital Project Commitments

A government may designate some unreserved fund balance to express its intention to use available resources in a particular manner. A designation is not legally binding but does convey a government's plans for using its available resources. The proposed Library Fund Balance Policy includes a designation for this purpose titled, "Capital Project Commitments" and states that the Library shall maintain amounts equal to no less than two million five hundred thousand (\$2,500,000) in this category. The purpose of the Capital Project Commitments is to anticipate capital outlay and capital project needs and have a plan in place for the orderly provision of financing those needs. The Capital Projects Commitments figure of \$2.5 mil represents a range of approximately 7-8% of net appropriations and reflects a figure that is reasonably achievable and would allow the system to implement some level of anticipated one-time activities.

The FY 2012-13 Adopted Budget has \$8,943,799 set aside as Capital Project Commitments and exceeds the goal established for Capital Reserves as identified in the Fund Balance Policy.

#### Other Policy Provisions

##### Minimum Fund Balance Requirements

In the event funds are not available to maintain minimum required balances as detailed under Section II Fund Balance Goals, Committed Fund Balance, the Governing Board must approve and adopt a plan to restore this balance to the target level by adding an amount to the budget to cover the deficiency over a period not to exceed five (5) fiscal years. If restoration of the commitment cannot be accomplished within such period without severe hardship to the Library, then the Governing Board will establish a different time period or change the committed amount requirement.

Utilization of Fund Balance

Appropriation of the revenues set aside in Committed Fund Balance shall require the approval of the Governing Board and shall be only for one-time uses and not for ongoing expenditures unless a viable revenue plan designated to sustain the expenditures is adopted.

Annual Review

Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by proactively examining financial strategies and solutions in a way that makes possible the effective delivery of high quality services and achieving Library goals.

**FISCAL IMPACT:**

There is no fiscal impact associated with adopting the Library Fund Balance Policy.

**RECOMMENDATION:**

Recommend JPA Governing Board adopt the Library Fund Balance Policy in its current form. Operations Committee members present at the August 28, 2012 meeting concur with this recommendation.

**ATTACHMENT:**

Library Fund Balance Policy

**San Mateo County Library  
Joint Powers Authority**

**FUND BALANCE POLICY**

**I. Purpose**

Prudent financial management suggests that all governmental entities should establish fund balance policies to provide the required resources when responding to unforeseen events and meeting operating needs. The purpose of this Fund Balance Policy is to establish reasonable guidelines tailored to the needs of the San Mateo County Library Joint Powers Authority (Library) which ensure that adequate funds are available to:

- Mitigate significant economic downturns or revenue shortfalls
- Cover future innovative opportunities related to system improvements
- Provide for future projects

Fund Balance is generally defined as the difference between fund assets and fund liabilities remaining at year-end. For budgetary purposes, this represents the sum of over-realized or unanticipated revenues and unspent appropriations or reserves at the end of each fiscal year.

The Policy aligns with the reporting standards outlined in GASB 54 (the Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions). GASB Statement 54 established fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

**II. Fund Balance Goals**

The following individual items shall constitute the Library Fund Balance.

Committed Fund Balance

Committed Fund Balance consists of amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority, in this case, the Governing Board. Commitments may be changed or lifted only by the Governing Board taking the same formal action that imposed the constraint originally. The Library has established two primary categories of Committed Fund Balance as follows:

- Stabilization Commitments
- Capital Project Commitments

Stabilization Commitments

Governments often establish "rainy day funds" or "stabilization funds" to provide a financial cushion against unanticipated adverse financial or economic circumstances. The Library is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted one-time expenditures. Stabilization Commitments may be used to address temporary cash flow shortages, emergencies, unanticipated economic downturns, and one-time opportunities to stabilize current operations.

The Library shall maintain amounts equal to no less than twenty percent (20%) of adopted general fund operating appropriations in the category identified as Stabilization Commitments (net appropriations exclusive of one-time activities).

*There is no nationally uniform standard regarding the appropriate level of unrestricted fund balance (i.e. the amounts reported as committed) local governments should maintain. However, the Government Finance Officers Association (GFOA) recommends that..."general purpose governments maintain at a minimum an unrestricted fund balance of no less than two (2) months or 16.7% of regular general fund operating revenues or regular general fund operating expenditures. The adequacy of unreserved fund*

*balance in the general fund should be assessed based upon a government's own circumstances. Furthermore, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unreserved fund balance in the general fund at any one time."*

#### Capital Project Commitments

Capital Project Commitments may be used to address innovative opportunities related to operational improvements and asset replacement needs as approved by the Governing Board. Activities such as major equipment purchases, facility renovations, and system-wide projects are not specified in this policy statement, but are identified by the Library, as part of the annual budget development process.

The Library shall maintain amounts equal to no less than two million five hundred thousand (\$2,500,000) in the category identified as Capital Project Commitments.

### **III. Minimum Fund Balance Requirements**

In the event funds are not available to maintain minimum required balances as detailed under Section II Fund Balance Goals; Committed Fund Balance, the Governing Board must approve and adopt a plan to restore this balance to the target level by adding an amount to the budget to cover the deficiency over a period not to exceed five (5) fiscal years. If restoration of the commitment cannot be accomplished within such period without severe hardship to the Library, then the Governing Board will establish a different time period or change the committed amount requirement.

### **IV. Utilization of Fund Balance**

Appropriation of the Committed Fund Balance shall require the approval of the Governing Board and shall be only for one-time uses and not for ongoing expenditures unless a viable revenue plan designated to sustain the expenditures is adopted.

### **V. Annual Review**

Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process.



SAN MATEO COUNTY LIBRARY  
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## ATTACHMENT F

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### MEMO

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
Pam Deal, Financial Services Manager  
**Date:** April 30, 2012  
**Meeting Date:** May 7, 2012  
**Re:** Introduction of the FY 2012-13 Recommended Budget

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### **BACKGROUND:**

#### System Overview

The San Mateo County Library (SMCL or Library) offers an array of services. The 12 community libraries, bookmobile, and eBranch are a source of books, periodicals, newspapers, and information in multiple languages. The libraries provide access to computers and the Internet, online databases, wireless access, digital eBooks/eAudiobooks, music, business resources, and educational research. The eBranch provides access to a wealth of information and is accessible in each branch library or from a resident's personal computer at home, work, or school.

The San Mateo County Library also responds to the informational, educational and cultural needs of the community by offering a broad range of programs for children, teens and adults including author readings, lectures, films, exhibits, dance and musical performances. Outreach services include book club readings provided to incarcerated youth, and programs offered in settings such as schools, low-income clinics and shelters. Educational programming includes homework help assistance, computer training, and literacy services for children, families and adults.

The San Mateo County Library is a Joint Powers Authority (JPA) comprised of the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the unincorporated areas of the county. Approximately 274,000 people live within the boundaries of the SMCL legal taxing district which covers 351 square miles.

The SMCL JPA is governed by a Board consisting of representatives from each member entity. Oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, and otherwise influence operations and account for fiscal matters is exercised by the San Mateo County Library JPA Governing Board.

#### Strategic Planning

The San Mateo County Library Strategic Plan: 2007 to 2014 is used to guide the development and continuous improvement of library services. The plan identifies important areas of focus and includes clearly stated building principles appropriate to the dynamic environment in which the system operates.

Each year staff establishes action plans detailing goals and objectives for their respective branches and divisions. Stakeholder feedback and the current expressed needs of the community are critical in the development of these plans. The San Mateo County Library Vision, Mission and guiding Strategic Goals include:

**Vision**

Connect. Discover. Evolve.

**Mission**

The San Mateo County Library provides innovative, dynamic services that connect our diverse community with opportunities for individual growth and enrichment.

**Destination Libraries**

Create welcoming spaces that promote a sense of community pride and facilitate customer-centered services.

**Collections and Services**

Develop and deliver outstanding library collections and services that reflect the interests and needs of our diverse customer base.

**Community Engagement**

Raise awareness and visibility of SMCL services and increase recognition of the library as an essential community asset.

**Organizational Culture**

Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service.

Priorities for FY 2012-13

Representing strong alignment with the goals and objectives of the Strategic Plan, the following priorities will be implemented in order to improve outcomes and remain relevant in today's library environment:

- Facilitate school readiness and cultivate young readers between the ages of 0-10 by providing services and resources that develop the love of reading, learning and libraries.
- Promote self-sufficiency, discovery and overall satisfaction by arranging and presenting easily accessible library collections.
- Increase employee engagement through the establishment of best practices and recognition of service contributions leading to improved organizational performance.

Central to system wide priorities in the coming year will be a focus on continuous process improvements that address increasing public use while operating within available resources. A task of the SMCL management team, its supervisors, and each employee is to ensure that the resources within the budget are applied in the most appropriate and efficient manner.

The San Mateo County Library has made great strides to achieve the objectives outlined in the Strategic Plan. By 2014, the Library expects to reach or exceed these strategic goals. Due to the tremendous efforts of the Library's dedicated and hard working employees, SMCL expects our communities to point with pride to their libraries, recognizing those characteristics which make each one unique, and valuing the similarities among them that ensure every resident will receive excellent, equitable service.

Budget Process and Budget Documents

The San Mateo County Library budget process involves the distribution of resources and services that meet performance objectives as identified by SMCL staff, the JPA Operations Committee, and the JPA Governing Board. Funds are appropriated on an annual basis as adopted by the JPA Governing Board. The budget serves as the annual financial plan, an operations guide, and a communications tool which strives to provide the best and most relevant information in an easily understandable format. Information about the system and its many services is also provided.

Budget Process Key Dates	
December	Budget Development Begins
February	Mid-Year Report is Submitted to the Library JPA Governing Board
May	Recommended Budget is Submitted to the Library JPA Governing Board
June	Recommended Budget is Adopted by the Library JPA Governing Board
June	Recommended Budget is Adopted by the San Mateo County Board of Supervisors
September	Final Adopted Budget is Approved by the Library JPA Governing Board
September	Final Adopted Budget is Approved by the San Mateo County Board of Supervisors

Included in the budget packet are the following documents:

- FY 2012-13 Organization Chart..... page 1
- San Mateo County Library Service Area Map..... page 2
- Program Activities Report..... pages 3-5
- Performance Data..... pages 6-7
- Budget Background..... pages 8-10
- Authorized Position Summary..... page 11
- FY 2012-13 Revenue and Requirements Summary..... pages 12-16
- FY 2012-13 Budget Overview..... pages 17-18
- FY 2012-13 Recommended Budget Summary View..... page 19
- FY 2012-13 Recommended Budget Detail View..... pages 20-22

**DISCUSSION:**

The Library, like most organizations, faces financial challenges due to declining revenue and the continued impacts from the overall downturn in the economy. Beginning in FY 2009-10, the Library recognized that revenue was not keeping pace with operating costs. Since that time, the Library has made targeted reductions in order to produce a balanced budget by identifying items for elimination, reduction, reorganization, consolidation and through alternatives that provide the opportunity to increase performance and efficiency. Efforts have also focused on identifying and applying for federal and state grant funding, and seeking support from advocacy groups such as the Friends of the Library.

The primary source of revenue for the San Mateo County Library is property taxes. Designated as a special district, the system is entitled to receive a small portion of the property tax collected within the boundaries of the San Mateo County Library service area. Approximately 93% of operating revenues are derived from these taxes dedicated for library purposes. A slowing of growth in prices and appraised property values has resulted in a dramatic shift in growth of this revenue. Compared to increases in the range of 5-8% annually, the Library is now experiencing annual growth of approximately 1-2%. These very modest rates of growth are anticipated for at least the next several years.

In FY 2012-13, the Library is faced with closing a structural deficit of just over \$900,000. In order to balance expenditures against forecasted revenue, and through direction provided by the JPA Governing Board, the following actions have been included in the Recommended Budget:

- Eliminate four vacant positions as part of the strategy to close a structural deficit and achieve ongoing savings. Reductions total \$396,692 and include one Senior Library Technician, one Senior Community Program Specialist, one Senior Library Assistant, and one Librarian II. The responsibilities of these positions will be absorbed by existing staff and are anticipated to have minimal impact on public services.
- Utilize Reserves in an amount totaling \$524,910 to help balance the budget on a short-term basis in the context of a multi-year financial plan designed to balance expenditures and minimize drastic service impacts.

The budget also includes recommendations for projects and activities which contribute to improved service delivery and are funded by sources including anticipated excess ERAF. These enhancements include:

- Materials and Collections Enhancements (\$400,000)
- Facility and Space Improvements (\$200,000)
- Information Technology Improvements (\$164,890)
- Information Technology Equipment Replacement (\$100,000)
- Intranet Enhancements (\$20,000)
- Employee Engagement Support (\$15,000)

The FY 2012-13 Recommended Budget includes services and activities designed to achieve the goals of:

- Operating within available resources.
- Employing the best business practices and standards in carrying out service delivery.
- Focusing on decisions with measurable results and outcomes.
- Maintaining the level and quality of service the public expects.

Staff appreciates the assistance and guidance provided by both the JPA Operations Committee and JPA Governing Board in pursuing high quality, innovative library services and looks forward to implementing the activities funded in the FY 2012-13 Recommended Budget.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by presenting budget information to the JPA Governing Board that appropriates resources in a way that makes possible the effective delivery of services and contributes to achieving SMCL goals.

**FISCAL IMPACT:**

There is no fiscal impact associated with the introduction of the FY 2012-13 Recommended Budget.

**RECOMMENDATION:**

No action is required at this introductory stage of the budget process. Operations Committee members present at the April 24, 2012 meeting were provided the budget packet as an information item.

**ATTACHMENT:**

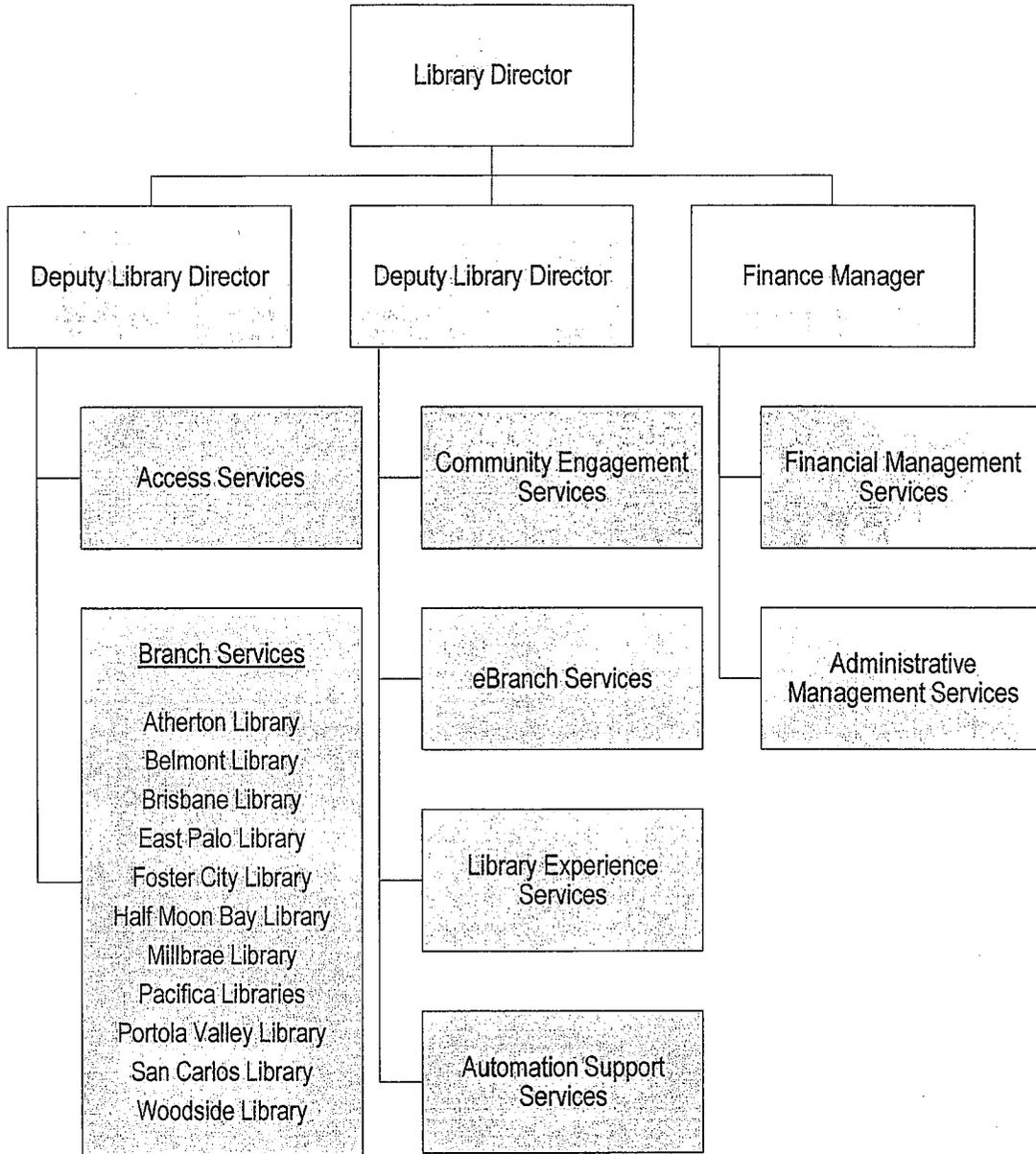
FY 2012-13 Recommended Budget Packet



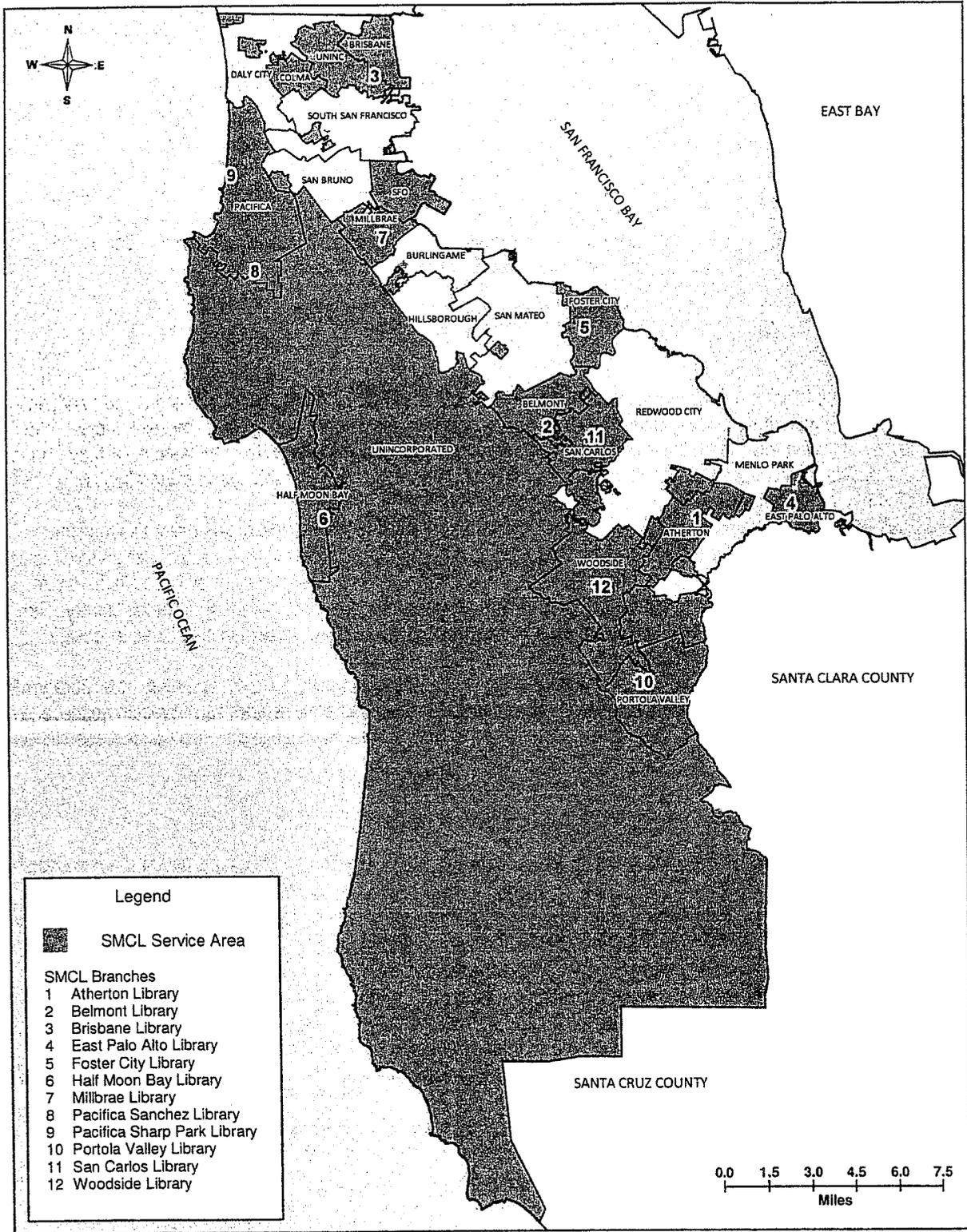
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# San Mateo County Library JPA FY 2012-13 Recommended Budget

San Mateo County Library Joint Powers Authority  
 FY 2012-13 Organization Chart



# SAN MATEO COUNTY LIBRARY SERVICE AREA



## Program Activities Report

The San Mateo County Library (SMCL or Library) offers an array of services. The 12 community libraries, bookmobile, and eBranch are a source of books, periodicals, newspapers, and information in multiple languages. The libraries provide access to computers and the Internet, online databases, wireless access, digital eBooks/eAudiobooks, music, business resources, and educational research. The eBranch provides access to a wealth of information and is accessible in each branch library or from a resident's personal computer at home, work, or school.

The San Mateo County Library also responds to the informational, educational and cultural needs of the community by offering a broad range of programs for children, teens and adults including author readings, lectures, films, exhibits, dance, and musical performances. Outreach services include book club readings provided to incarcerated youth, and programs offered in settings such as schools, low-income clinics and shelters. Educational programming includes homework help assistance, computer training, and literacy services for children, families and adults.

### Accomplishments that have Contributed to Improved Performance in the Current Year

#### Destination Libraries

- Completed the Millbrae Library interior enhancement project. Improvements included expansion of the "Marketplace" designed to enrich the browsing experience; updated service points including a single service desk and self-check stations; improved the "Teen Zone" resulting in an age appropriate place for teens to read, learn and study with their peers; enlivened the "Kids Place" with the addition of bright, playful spaces that encourage exploration and excitement for reading and learning.
- Completed a Library Needs Assessment of the Pacifica Libraries. The Needs Assessment describes how the building(s) enables or limits the provision and enjoyment of the library's collections and services, and also describes the minimum space required to provide for the library's collections and services, both currently and in the future.
- Completed an analysis and conceptual design plan for a future interior renovation of the San Carlos Library. The analysis evaluated existing conditions, identified opportunities, and developed documents that identify design solutions that align with the SMCL's strategic plan.
- Continued to participate in activities which support the process of planning and building a new Atherton Library. The Atherton Library Building Steering Committee is currently engaged in this process and making recommendations and acting in an advisory role to the Atherton City Council. An Environmental Impact Report (EIR) will be issued in Spring 2012.

#### Collections and Services

- Met the diverse informational needs of the system's users by offering over 810,000 items in multiple languages and a variety of formats.
- Expanded eBook and eAudiobook offerings to address the increasing use of popular eReader and mobile devices, placing an emphasis on providing popular and current fiction and non-fiction titles.
- Implemented RFID (Radio Frequency Identification) technologies to achieve increased operational efficiencies and quality of service to patrons by providing a quicker and more convenient checkout process. This technology also increases staff productivity by minimizing the handling of materials.
- Implemented Link+, a resource sharing consortium making possible patron access to more than thirty one million items. Patrons can now place holds on these additional items and have them delivered to the library location of their choice within two to four business days.
- Implemented the Discover & Go Museum Pass program, an exciting new service providing library cardholders with free passes to numerous museums and cultural institutions. Partnering with local museums fulfills the Library's mission to provide opportunities for individual growth and enrichment.
- Named a Webby Award Official Honoree, one of the Internet's most respected symbols of success for the Library eBranch. Nearly 10,000 entries from all 50 states and 60 countries were reviewed. Winners are selected for recognition based on excellence in website content, structure and navigation, visual design, functionality, interactivity and overall experience.

### Community Engagement

- Responded to community needs by offering ongoing educational programs around childhood development, parenting and early literacy to support parents and caregivers; presented cultural programs in documentary film, music, and live theater to enrich the lives of community members; and continued to provide computer training that strengthen information literacy skills as new technologies, software, and searching capabilities continue to expand. Some of these courses have also been offered in Chinese and Spanish. An estimated 6,150 programs and activities will be provided to nearly 187,000 children, teens and adults.
- Supported 28 teens who contributed more than 960 hours of their time in the Teens Engaged in Employment Now Project. This East Palo Alto Library program provides youth with on-the-job experience and an opportunity to earn community service credit. Teens completing the program gained the skills, experience and confidence needed to obtain meaningful employment, and seek higher education opportunities, while fostering a sense of community and volunteerism.
- Implemented community gardens and seed lending library activities in several communities that enabled access to fresh, healthy food that may not otherwise be available to the public.
- Expanded the Teen Leader Reader Program which trains teens to serve as mentors and positive reading role models to students in the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> grades. Teens contributed 899 volunteer hours to the Library.
- Participated in a community food drive to support Second Harvest Food Bank in their effort to distribute nutritious food to low income persons. In its second year, the Food for Fines program represents a partnership between the Library, Second Harvest Food Bank, Redwood City Library, and the County of San Mateo. The food drive allowed library patrons to reduce fines by donating food to those in need. San Mateo County Libraries collected over 19,000 pounds of food, and waived approximately \$35,000 in fines and fees.
- Promoted a comprehensive Summer Reading Program to encourage and support lifelong learning and educational achievement. From June-August 2011, the Summer Reading Program offered a variety of fun and informative library programs targeting babies, children, teens and adults. Over 5,400 children, 1,056 teens, and 494 adults participated in the Summer Reading Program.
- Partnered with the City of Belmont Parks and Recreation Department to coordinate teen services at the Belmont Library for the purpose of promoting growth and enrichment among this segment of the community. Each month, an average of 800 teens between the ages of 12-18 participated in activities designed to improve outcomes associated with the recreational, technological, and informational needs of this population.

### Organizational Culture

- Promoted the library as a learning organization by supporting participation in a full range of staff development and training opportunities. These efforts ensure that employees are receiving the skills necessary to perform their duties effectively.
- Named a four star library by *Library Journal*, for the fourth year in a row. *Library Journal* rated a total of 7,513 libraries and identified 262 "Star" libraries. The national publication examines several measures including circulation, library visits, program attendance, and public internet use, and then compiles ratings of library service performance relative to peer libraries.
- Offered a number of professional development opportunities. These unique assignments allowed staff to assist the organization, develop new skills and further the Library's succession planning efforts.
- Supported rewarding volunteer programs. Volunteers greatly enhance services and add value to the Library. In a remarkable demonstration of local effort and community involvement, volunteers contributed over 20,000 hours of service this year.

## Strategic Planning

The San Mateo County Library Strategic Plan: 2007 to 2014 is used to guide the development and continuous improvement of library services. The plan identifies important areas of focus and includes clearly stated building principles appropriate to the dynamic environment in which the system operates.

Each year staff establishes action plans detailing goals and objectives for their respective branches and divisions. Stakeholder feedback and the current expressed needs of the community are critical in the development of these plans. The San Mateo County Library Vision, Mission and guiding Strategic Goals include:

### **VISION**

Connect. Discover. Evolve.

### **MISSION**

The San Mateo County Library provides innovative, dynamic services that connect our diverse community with opportunities for individual growth and enrichment.

#### **Destination Libraries**

Create welcoming spaces that promote a sense of community pride and facilitate customer-centered services.

#### **Collections and Services**

Develop and deliver outstanding library collections and services that reflect the interests and needs of our diverse customer base.

#### **Community Engagement**

Raise awareness and visibility of SMCL services and increase recognition of the library as an essential community asset.

#### **Organizational Culture**

Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service.

## Priorities for FY 2012-13

Representing strong alignment with the goals and objectives of the Strategic Plan, the following priorities will be implemented in order to improve outcomes and remain relevant in today's library environment:

- Facilitate school readiness and cultivate young readers between the ages of 0-10 by providing services and resources that develop the love of reading, learning and libraries.
- Promote self-sufficiency, discovery and overall satisfaction by arranging and presenting easily accessible library collections.
- Increase employee engagement through the establishment of best practices and recognition of service contributions leading to improved organizational performance.

As the library industry continues to evolve and library users seek ever more varied experiences, staff continues to work on employing elements of the "SMCL Service Model." The SMCL Service Model places an emphasis on the customer experience and provides spaces that meet the needs of a variety of age groups and preferences, presenting materials and services in ways that welcome participation. Another component of this model is identifying ways to harness technology, and streamline and automate processes allowing staff to focus on more user-centric activities.

**Performance Data**

The data below represents some of the information collected by the San Mateo County Library to guide decision making. The data provides staff with an internal mechanism to track productivity, assess performance, gauge progress towards fulfilling its mission and goals, improve performance, and motivate employees.

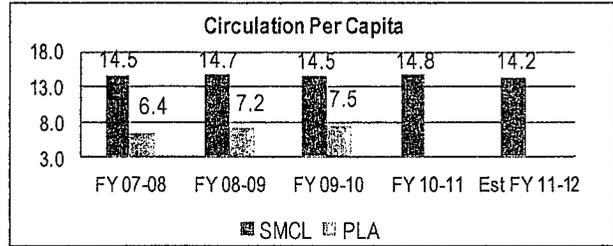
Performance Measure	FY 2009-10 Actuals	FY 2010-11 Actuals	FY 2011-12 Target	FY 2011-12 Projected	FY 2012-13 Target
Annual circulation <sup>(1)</sup>	4,160,245	3,989,770	4,100,000	3,850,000	4,000,000
Circulation per capita	14.5	13.9	14.0	14.2	14.6
Percent of self-check usage	79%	78%	85%	78%	90%
Number of library visits	2,334,661	2,399,677	2,500,000	2,400,000	2,500,000
Visits per capita	8.2	8.4	8.6	8.8	9.1
Number of eBranch visits <sup>(2)</sup>	---	475,936	---	565,000	575,000
Programs and Events: - Number of programs and events offered	6,546	6,083	5,000	6,150	5,500
- Total attendance	195,108	181,567	150,000	186,800	175,000
Total number of items held by the system <sup>(1)</sup>	843,990	796,827	900,000	810,000	850,000
Number of public computers	335	363	383	365	375
Number of registered borrowers	180,606	194,601	210,000	207,000	220,000
Registered borrowers as a percent of the population	63%	79%	72%	76%	80%
Percent of customer survey respondents rating services good or better	95%	93%	96%	96%	97%

- (1) Includes print, audio and video materials, eBooks and eAudiobooks.
- (2) New measure representing "hits" to the online eBranch.

Performance measures are necessary to improve the system's operations and can help the organization stay focused on results. By objectively assessing past and current performance, SMCL is better equipped to plan for the future.

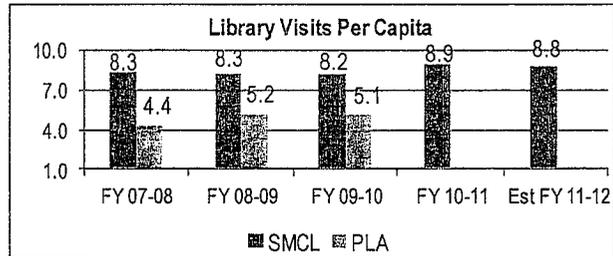
**Why Is This Important?**

**Circulation Per Capita:** Relates to the number of library materials loaned to the number of persons the library serves. This output measure is useful for gauging the collection use and whether the system is meeting its customer's needs. Chart compares SMCL to Public Library Association (PLA) data for library systems with a population between 250,000 – 499,999.



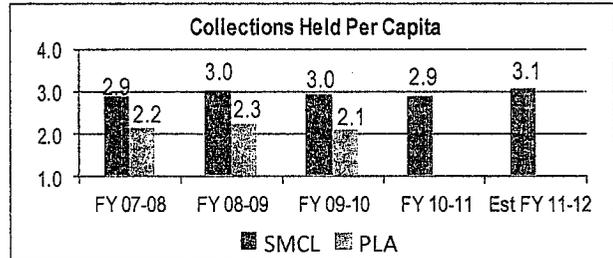
**Why Is This Important?**

**Library Visits Per Capita:** Relates to the number of library visits to the number of persons the library serves. This measure is an indicator of public awareness of the library and is useful in developing an annual profile of library use. Chart compares SMCL to Public Library Association (PLA) data for library systems with a population between 250,000 – 499,999.



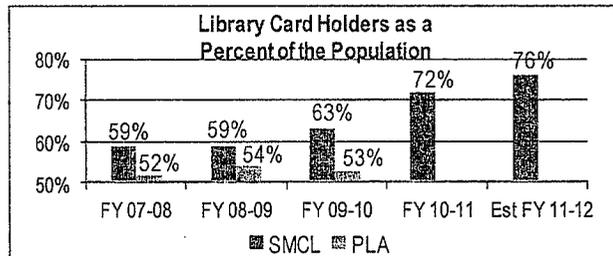
**Why Is This Important?**

**Collections Held Per Capita:** Relates to the number of volumes in the library's collection to the number of persons the library serves. Meeting the diverse needs of the service community requires a collection of adequate size. Chart compares SMCL to Public Library Association (PLA) data for library systems with a population between 250,000 – 499,999.



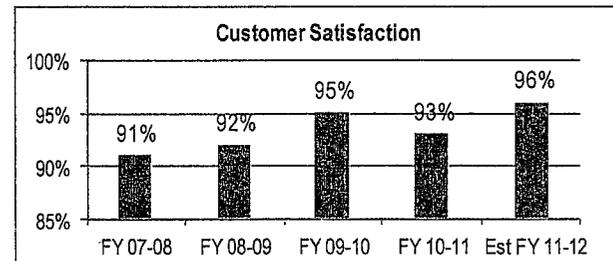
**Why Is This Important?**

**Library Card Holders as a Percent of the Population:** Relates to the number of persons registered as borrowers to the number of persons the library serves. This measure is useful in gauging the percent of potential users who know the library exists and have indicated intent to use it. Chart compares SMCL to Public Library Association (PLA) data for library systems with a population between 250,000 – 499,999.



**Why Is This important?**

**Customer Satisfaction:** Relates to the percent of respondents rating overall satisfaction with library services as good or excellent. This output measure is a good indicator of how well the library system is responding and meeting our customer's needs.



## Budget Background

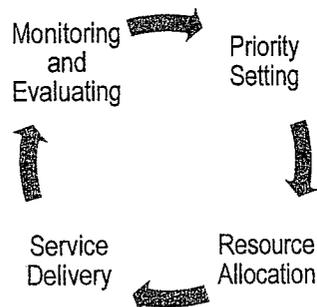
The San Mateo County Library was established by the San Mateo County Board of Supervisors in 1912 under the authority of the County Library Law of 1911. The underlying legislation supporting county libraries explicitly provides for participation in the levy of a tax for library purposes. The share of property tax collected within the service area represents the Library's primary source of funding. Approximately 274,000 people live within the boundaries of the SMCL legal taxing district which covers 351 square miles.

In 1999, the San Mateo County Library Joint Powers Authority (JPA) was established. The Library JPA is comprised of the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the unincorporated areas of the county.

The San Mateo County Library JPA is governed by a Board consisting of representatives from each member entity. The JPA structure approved in 1999 overlays the San Mateo County Library, but does not replace it. Oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, and otherwise influence operations and account for fiscal matters is exercised by the San Mateo County Library JPA Governing Board. Acting on the recommendation of the JPA Governing Board, the Board of Supervisors then adopts an annual operating budget for the Library JPA.

## Budget Process

The San Mateo County Library budget process involves the distribution of resources and services that meet performance objectives as identified by SMCL staff, the JPA Operations Committee, and the JPA Governing Board. SMCL funds are appropriated on an annual basis as adopted by the JPA Governing Board. The budget serves as the annual financial plan, an operations guide, and a communications tool which strives to provide the best and most relevant information in an easily understandable format. Information about the system and its many services is also provided.



December marks the point at which staff begins to evaluate trends and conditions which may influence the development of the budget. As part of the budget planning process, staff and community stakeholders are given the opportunity to participate by providing ideas for reducing costs, increasing efficiencies, and enhancing revenues. Work sessions with Managers are held to explain the current financial environment, review service priorities, discuss staff ideas, examine budget scenarios, and engage in discussions of strategies to leverage resources with the goal of providing the highest quality of service possible.

In February, a Mid-Year Report is provided to the JPA Governing Board which includes year-end estimates and identification of major issues affecting the preparation of the upcoming budget. The Recommended Budget is then prepared and submitted to the JPA Operations Committee at the April meeting; and then to the JPA Governing Board at the May meeting. The Board has the opportunity to review the budget; and then adopts the Recommended Budget at the June meeting. The budget is then submitted to the San Mateo County Board of Supervisors for its approval. Acting on the recommendation of the JPA Governing Board, the Board of Supervisors adopts an annual operating budget for the Library JPA by July 1<sup>st</sup>.

After fiscal year-end closing activities are completed, final adjustments to Fund Balance and any significant changes to the budget are submitted to the JPA Governing Board for final approval at the September meeting and again to the Board of Supervisors. Approved changes are included in the Adopted Budget which is published by the 1<sup>st</sup> of November. The fiscal year begins July 1<sup>st</sup> and ends June 30<sup>th</sup>.

FY 2012-13 Budget Strategies

The Library, like most organizations, faces financial challenges due to declining revenue and the continued impacts from the overall downturn in the economy. Beginning in FY 2009-10, the Library recognized that revenue was not keeping pace with operating costs. Since that time, the Library has made targeted reductions in order to produce a balanced budget by identifying items for elimination, reduction, reorganization, consolidation and through alternatives that provide the opportunity to increase performance and efficiency. Efforts have also focused on identifying and applying for federal and state grant funding, and seeking support from advocacy groups such as the Friends of the Library.

The primary source of revenue for the San Mateo County Library is property taxes. Designated as a special district, the system is entitled to receive a small portion of the property tax collected within the boundaries of the San Mateo County Library service area. Approximately 93% of operating revenues are derived from these taxes dedicated for library purposes. A slowing of growth in prices and appraised property values has resulted in a dramatic shift in growth of this revenue. Compared to increases in the range of 5-8% annually, the Library is now experiencing annual growth of approximately 1-2%. These very modest rates of growth are anticipated for at least the next several years.

In FY 2012-13, the Library is faced with closing a structural deficit of just over \$900,000. The economic downturn and corresponding decreases in property tax revenue require that prudent financial strategies be employed in order to operate within available resources and maintain the level and quality of service the public expects.

To this end, on November 1, 2010, the JPA Governing Board approved the formation of a small working group composed of staff and selected members from the JPA Governing Board and JPA Operations Committee to meet and tasked with identifying viable strategies which focus on the long-term fiscal health of the Library and aid in the development of future budgets. The goals of the session were to:

- Examine revenue and expenditure trends and other external conditions and issues which may affect the Library's financial situation.
- Establish a supportive decision making environment to examine all options.
- Seek results which focus on the long-term sustainability of the Library.
- Consider options related to organizational incentives and other proactive staffing strategies.
- Develop solutions that align with areas of greatest need and highest priority.
- Use the results of the session to provide timely and reliable information that lead to trust and confidence throughout the system.

Additionally, in order to gauge core service priorities and develop solutions that align with areas of highest priority, a survey was distributed in which participants were asked to rank library core services according to priority. Results showed clear agreement on high and low priority services as demonstrated in the table below.

**Library Core Service Priorities**

	JPA Members	Library Managers	Library Staff	Public
High Priority	<ul style="list-style-type: none"> <li>• Collections</li> <li>• Open Hours</li> <li>• Technology</li> <li>• Information Services</li> </ul>	<ul style="list-style-type: none"> <li>• Collections</li> <li>• Open Hours</li> <li>• Technology</li> </ul>	<ul style="list-style-type: none"> <li>• Collections</li> <li>• Open Hours</li> <li>• Technology</li> <li>• Information Services</li> </ul>	<ul style="list-style-type: none"> <li>• Collections</li> <li>• Open Hours</li> <li>• Information Services</li> </ul>
Low Priority	<ul style="list-style-type: none"> <li>• Adult Literacy</li> <li>• Adult Programs</li> <li>• Adult Outreach</li> <li>• Youth Outreach</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Literacy</li> <li>• Adult Programs</li> <li>• Adult Outreach</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Literacy</li> <li>• Adult Programs</li> <li>• Adult Outreach</li> <li>• Youth Outreach</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Literacy</li> <li>• Adult Programs</li> <li>• Adult Outreach</li> <li>• Youth Outreach</li> </ul>

Based on the guidance provided at the Budget Work Session, three major strategies were identified and have been employed in the development of the Recommended Budget:

#### Communication and Partnership Strategies

- Continue to reach out and communicate with all levels of the organization and external stakeholders to assess needs and priorities. Explore the budget process to ensure that the process reflects the values and priorities of the JPA Governing Board and our communities. Utilize tools such as the ongoing customer service survey, the current core services survey, and needs assessment reports to gather data about library services and priorities. Continue to provide timely and reliable information to build trust throughout the process.
- Continue to work with the management team to review core service priorities, discuss staff ideas, examine budget scenarios, and engage in discussions of strategies to decrease spending and leverage resources with the goal of providing the highest quality of service possible.
- Engage Library Friends and Foundations as communication channels and as sources of supplemental revenue.
- Promote partnerships with local community organizations to provide more effective services and programs and to reduce duplication of services.

#### Technology and Service Delivery Strategies

- Continue to look for ways to be more efficient. A key element for achieving greater efficiency already exists as part of the Library's Service Model. This model includes items such as single service desks, self-reliant customer service and a greater reliance on vendor processing of library materials.
- Implement RFID technologies and utilize automated materials handling systems to improve efficiencies regarding materials circulation and workflow.
- Promote and utilize the eBranch to provide easy access to library services and resources, as well as equalize remote library access.
- Increase levels of responsibility and accountability among managers, supervisors and line staff.

#### Financial Strategies

- Continue to invest in one-time initiatives, which reduce ongoing operational costs.
- Reduce various operational costs related to the purchase of goods and services.
- Examine staffing ratios and minimum staffing levels in relation to the minimum service hours as set in the JPA Agreement.
- Strategically manage vacancies in combination with repurposing staff to the highest need core service categories.
- To the extent possible, reduce personnel costs by offering voluntary separation incentives.
- Reduce personnel costs through the elimination of vacant positions.
- To the extent possible, manage employee salary and benefit costs.
- Utilize Reserves to help balance the budget on a short-term basis in the context of a multi-year financial plan designed to balance expenditures and minimize drastic service impacts.

The Budget Work Session provided valuable feedback and guidance. Emphasis was placed on working toward elimination of the structural gap over a period of several years, and that a portion of Fund Balance be used to help balance the budget on a short-term basis in the context of a multi-year financial plan designed to balance expenditures and minimize drastic service impacts. Continued efforts around increasing efficiencies and new staffing strategies were also stressed.

Per direction provided by the JPA Governing Board, reductions will be made over the course of the next four to five years. Reductions are captured under Salaries and Benefits through the strategic elimination of vacant positions. It is anticipated that the structural gap will be eliminated by FY 2015-16.

In order to produce a balanced budget the following actions have been included in the Recommended Budget:

- Eliminate four vacant positions as part of the strategy to close a structural deficit and achieve ongoing savings. Reductions total \$396,692 and include one Senior Library Technician, one Senior Community Program Specialist, one Senior Library Assistant, and one Librarian II. The responsibilities of these positions will be absorbed by existing staff and anticipated to have minimal impact on user services.
- Utilize Reserves in an amount totaling \$524,910 to help balance the budget on a short-term basis in the context of a multi-year financial plan designed to balance expenditures and minimize drastic service impacts.

### Authorized Position Summary

The San Mateo County Library is able to deliver high quality library service in a cost effective manner through the careful distribution of staffing resources. Internal economies of scale are achieved because as a system, SMCL is able to centralize support activities. This reduces duplication of service and enables resources to be maximized toward direct service to the public. As the delivery of library services continues to evolve, SMCL will remain proactive in examining staffing needs in order to ensure that services are being provided in the most effective and efficient way possible.

Branch/Division	Actual FY 2010-11	Adopted FY 2011-12	Change FY 2012-13	Recommended FY 2012-13
<b>Support Services</b>				
Administrative and Financial Services	9	8	1	9
Access Services	14	13	(2)	11
Automation Support Services	3	3	0	3
Community Engagement Services	8	7	(2)	5
Library Experience Services	1	1	0	1
eBranch (smcl.org)	2	2	0	2
<b>Branch Services</b>				
Atherton Library	6	6	0	6
Belmont Library	9	9	0	9
Brisbane Library	4	4	0	4
East Palo Alto Library	8	8	0	8
Foster City Library	12	11	0	11
Half Moon Bay Library	10	11	0	11
Millbrae Library	10	10	0	10
Pacifica Libraries	12	12	(1)	11
Portola Valley Library	5	5	0	5
San Carlos Library	12	11	0	11
Woodside Library	5	5	0	5
<b>Total Number of Authorized Positions</b>	<b>130</b>	<b>126</b>	<b>0</b>	<b>122</b>
<b>Total FTE **</b>				
	<b>114.17</b>	<b>111.28</b>	<b>(4.00)</b>	<b>107.28</b>

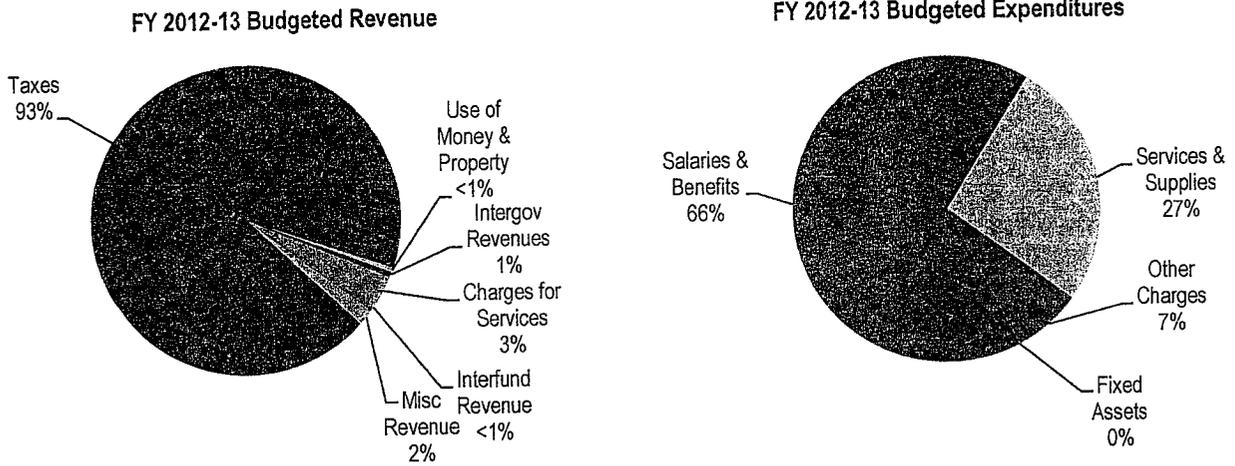
\*\*Full-time Equivalent (FTE): A full-time equivalent position is equal to 2,080 hours a year (40 hours/week x 52 weeks).

### Explanation of FY 2012-13 Position Changes:

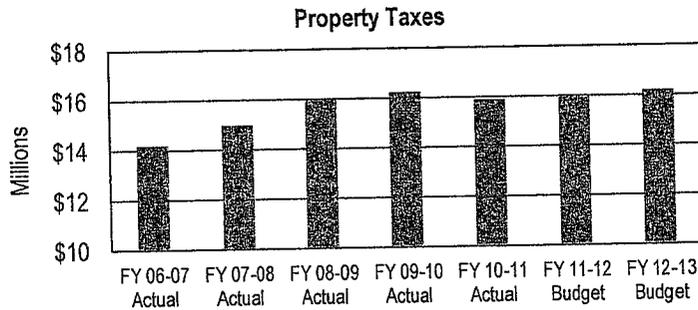
As part of the strategy to close a structural deficit and achieve ongoing savings, four vacant positions have been eliminated including one Senior Library Technician, one Senior Community Program Specialist, one Senior Library Assistant, and one Librarian II. The responsibilities of these positions will be absorbed by existing staff and are anticipated to have minimal impact on public services.

**FY 2012-13 Revenue and Requirements Summary**

The FY 2012-13 Recommended Budget distributes resources designed to meet performance and service objectives. The tables below provide a summary view of this distribution.



FY 2012-13 Recommended Sources total \$31,337,436 (seen as Total Sources). The primary source of revenue for the San Mateo County Library is property taxes. Designated as a special district, the system is entitled to receive a small portion of the property tax collected within the boundaries of the San Mateo County Library service area. Approximately 93% of all revenue is derived from these taxes dedicated for library purposes. Based on receipts in the current year and a slowing of growth in prices and appraised property values, revenue from secured property taxes is estimated to increase by approximately 2%. Revenue from secured property taxes (taxes assessed against real property) is estimated at \$14.9 million, and unsecured taxes (taxes on aircraft and commercial equipment largely generated from businesses at San Francisco International Airport) are estimated at \$795,000. Other sources of revenue include grants, fees, fines, donations, and excess Educational Revenue Augmentation Funds (ERAF).



\*Does not include excess ERAF.

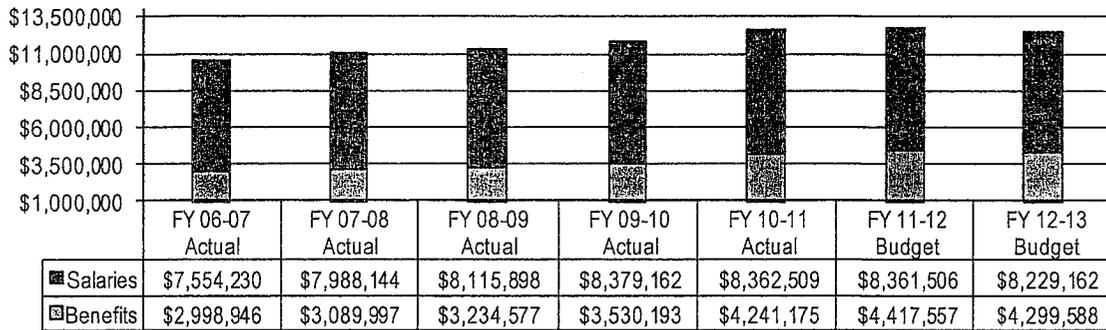
Excess ERAF is the amount of property tax generated in one year that exceeds the amount due to the state. While SMCL has benefited from these additional funds since FY 2003-04, they are considered an unpredictable and potentially unstable source of funding for operating budgets, therefore, only amounts anticipated from the prior fiscal year are budgeted; no assumptions are made beyond this. For this reason, excess ERAF has been used for one-time purposes, discrete projects that have system wide benefit, or set aside in Reserves for future one-time purposes. One-time excess ERAF revenue in FY 2012-13 is estimated at \$1,087,316.

FY 06-07 Actual	FY 07-08 Actual	FY 08-09 Actual	FY 09-10 Actual	FY 10-11 Actual	FY 11-12 Projected	FY 12-13 Projected*
\$1,512,607	\$1,806,392	\$1,938,165	\$2,596,362	\$2,365,643	\$2,442,146	\$1,087,316

\*Only amounts anticipated from the prior fiscal year are budgeted, no assumptions are made beyond this.

FY 2012-13 Recommended Requirements total \$31,337,436 (seen as Total Requirements). The largest contributor to expenditures is labor costs totaling \$12.5 million. Salaries represent 66% of total personnel costs and benefits account for 34%. In the short term, the combined impact of the slowing in the growth of tax revenue and increasing costs associated with employee retirement contributions, health insurance premiums and compensation means expenditures will continue to outpace revenues.

**Salary and Benefit Growth**



Position Count	128	128	130	130	130	126	122
Position FTE	112.9	112.8	112.5	112.9	114.2	111.3	107.3

All staff of the San Mateo County Library are employees of the County of San Mateo. All non-management library employees are represented by SEIU, the County's second-largest union representing about 1,500 County employees. San Mateo County negotiators and SEIU Local 521 reached agreement on a 26-month labor contract effective for the period of August 8, 2010 – October 13, 2012. SEIU agreed to a contract that includes no salary increases during the term of the agreement. The contract, which is designed to achieve both short-term savings and long-term structural savings, included higher medical co-pays and provided that employees pay a greater percentage of health premiums. The contract also reduced retirement and retiree health benefits for newly hired employees and requires new hires to pay up to 50% of the cost of retirement cost of living adjustments. The contract also included one furlough day for affected employees to be used by June 30, 2011. Negotiations for a new contract are scheduled to begin in the Summer of 2012. Effective September 2012, current management and confidential employees will pick up 50% of their retirement costs, reflecting a change from 25%, and resulting in the County of San Mateo and Management/Confidential employees sharing this cost equally (50/50).

The San Mateo County Employees' Retirement Association (SamCERA) is the public pension system created and administered for the benefit of the members and retired members of SamCERA, and their survivors and beneficiaries. In order to meet its pension obligation to existing employees and retirees, the retirement contribution funded by the Library in FY 2012-13 is budgeted at approximately \$2.1 million.

In FY 2007-08, the County of San Mateo established an irrevocable trust for the sole purpose of funding County employee retiree health benefits in compliance with the Governmental Accounting Standards Board (GASB) Statement No. 45 accounting standards. Investment management and trust services are managed by California Public Employees' Retirement System (CalPERS). CalPERS is an agency in the California executive branch that manages pension and health benefits for public employees, retirees, and their families. Sources for covering retiree health benefits include the trust fund, future earnings on the trust, and an annual pay-as-you-go allocation from the County in order to fund the Annual Required Contribution (ARC). An ARC allocation of approximately \$2,000 per employee is contributed annually by the Library to meet its portion of the obligation. In FY 2012-13 this amount totals \$212,232.

The following narrative provides a summary of FY 2012-13 General Operations (\$18,010,143), One-time Activities (\$899,890), and Agency Reserves/Capital Reserves (\$12,427,403).

**FY 2012-13 Recommended Budget**

	General Operations	One-Time Activities	Total FY 2012-13 Recommended Budget
Total Revenue	17,595,091	899,890	18,494,981
Fund Balance	12,842,455	0	12,842,455
<b>Total Sources</b>	<b>30,437,546</b>	<b>899,890</b>	<b>31,337,436</b>
Net Appropriations	18,010,143	899,890	18,910,033
Agency Reserves	3,586,280	0	3,586,280
Capital Reserves	8,841,123	0	8,841,123
<b>Total Requirements</b>	<b>30,437,546</b>	<b>899,890</b>	<b>31,337,436</b>

**General Operations (\$18,010,143)**

Operational costs include those activities which represent day-to-day operations. The system's most significant operational expenditures in the FY 2012-13 Recommended Budget include:

- Salary and benefit costs associated with 122 regular employees and extra-help positions - \$12,528,750 (accounts 4110-4610).
- Collections including print materials, audio and video materials, online databases, eBooks and eAudiobooks - \$1,000,000 (accounts 5931-5939).
- Estimated SMCL property tax revenue set aside for Donor City purposes as outlined in the JPA Agreement including Atherton Library \$800,000, Portola Valley Library \$95,000, and Woodside Library \$250,000 (account 5184).
- Costs associated with support provided by the Peninsula Library System (PLS) including materials distribution and delivery service, oversight of the shared online library catalog, and costs related to databases and maintenance agreements - \$759,064 (account 5875).
- Revenue distributed to the City of Redwood City to provide services to the North Fair Oaks Community; and to Daly City to provide services to Colma and Broadmoor - \$500,000 (account 6263).
- Costs associated with indirect services including telephone, insurance, maintenance, and A-87 cost reimbursement charges for services provided by the County such as human resources and payroll support - \$885,227 (accounts 6265-6821).
- Support of additional hours of service at the Pacifica Libraries. The SMCL JPA specifies that members agree to the following minimum service levels: for members of less than 10,000 in population, base library service shall be 40 hours per week, and for members of over 10,000 in population, base library service shall be 60 hours per week. The two libraries in Pacifica are currently open a total of seventy-four (74) hours per week based on terms established in FY 1998-99, whereby the SMCL JPA Governing Board agreed to match a portion of staffing costs associated with operating an additional 14 hours. This support is limited to a maximum of \$50,000 per year, and requires the City match it 2:1 (so if the City contributed \$100,000, SMCL would contribute \$50,000). This agreement ended in FY 2009-10. Since that time, continuation of these additional hours has been extended on an annual basis. An appropriation of \$110,000 has been allocated to continue operating a total of 74 hours per week through FY 2012-13 (accounts 4110, 4160). The portion of revenue provided by the City of Pacifica is estimated at \$73,000 (account 2451).

**One-time Activities (\$899,890)**

One-time excess ERAF revenue is being utilized in FY 2012-13 for the purchase of equipment and materials that improves the delivery of library service and support goals that align with the Strategic Plan:

- Materials and Collections Enhancements (\$400,000): In order to keep pace with public demand, increase materials included in the children, teen and adult collections. The continued influx of new materials contributes to greater satisfaction with overall library services. Special emphasis will be placed on digital resources including best-selling titles that are compatible with popular eReaders and mobile devices. Nearly 23,000 eBooks and eAudiobooks will be made available. Total appropriation for collections including the \$400,000 enhancement totals \$1,400,000 (accounts 5931-5939).
- Facility and Space Improvements (\$200,000): Continue efforts to implement enhanced library spaces that meet operational needs. Activities include improving workspaces to increase functionality and efficiency (account 5234).
- Information Technology Improvements (\$164,890): Add 13 early literacy stations for children ages 2-8. These all-in-one digital learning solutions feature engaging graphics and intuitive menus and include educational software programs spanning several curriculum areas. Also, add wireless printing as an option for laptop users at each branch. Wireless printing will allow laptop users the ability to print directly to a print release station without the need to use a wired workstation to perform this function. Also, update the current Active Desktop configuration which is no longer sustainable or compatible with the current Windows 7 operating system. Active Desktop refers to the centralized and standardized system that automates network management of user data, security and resources. Also, upgrade approximately 570 Microsoft Office Professional 2007 licenses to Microsoft Office Professional 2010 to meet current industry standards.
- Information Technology Equipment Replacement (\$100,000): Replace an estimated 90 computers. Public and staff computers are replaced every four years. Replacing computers before significant maintenance is required ensures the highest level of uptime possible and minimizes escalation of staff costs as the total inventory of computers continues to rise; equipment includes the computer, monitor, keyboard, licenses for the operating system, and a four year extended warranty (account 5212).
- Intranet Enhancements (\$20,000): Replace the outdated Library intranet with enhanced user capabilities in order to increase organizational communication, establish a comprehensive repository for manuals and forms, and create a one-stop portal for performing many ongoing work-related activities.
- Employee Engagement Support (\$15,000): Provide start-up support that will enable the development of an ongoing program which recognizes service contributions leading to improved organizational performance (account 5721).

**Agency Reserves (\$3,586,280) / Capital Reserves (\$8,841,123)**

As detailed in the Fund Balance Policy, the Library shall maintain Agency Reserves (account 8611) in an amount equal to no less than twenty percent (20%) of adopted general fund operating appropriations (net appropriations exclusive of one-time activities). This contingency is maintained in the event of economic uncertainties, emergencies, unanticipated funding losses, and one-time opportunities to stabilize current operations. The FY 2012-13 Recommended Budget meets the goal established for Agency Reserves as identified in the Fund Balance Policy.

In order to preserve the system's capital assets, funding allocated for projects and activities that have been determined financially significant enough to be separated and/or anticipated in the future are maintained in the Capital Reserves Budget (account 8811). As detailed in the Fund Balance Policy, these funds may be used to address innovative opportunities related to operational improvements and asset replacement needs as approved by the JPA Governing Board. The Library shall maintain amounts equal to no less than two million five hundred thousand dollars (\$2,500,000) in the category identified as Capital Project Commitments.

The five funds account for future expenditures related to major purchases and special projects as approved by the JPA Governing Board. In order to ensure sound fiscal management, to be responsive to evolving service needs, and to recognize potential fluctuations in the availability of revenue, refinement of the funds may take place over time. The FY 2012-13 Recommended Budget meets the goal established for Capital Reserves as identified in the Fund Balance Policy.

1. Library Catalog Replacement Fund: This fund is established to account for replacement of the library catalog. The library catalog is an online database that organizes materials the library collects and identifies where these materials are located. The library catalog was last replaced in FY 2004-05. The fund is capped at \$400,000 and should adequately address catalog replacement costs at a future date, yet to be determined. The balance in this category totals \$400,000.
2. Remote Services/Bookmobile Replacement Fund: This fund is established to account for the special needs of remote or isolated customers who do not or are unable to obtain library services at a branch. The bookmobile was purchased in 2011 and has an estimated life of 10-12 years. The balance in this category totals \$50,000.
3. New Building Fund: This fund is established to account for costs associated with the construction of new libraries. As outlined in the SMCL JPA Building Projects Policy (02.05.02), the SMCL JPA will support the construction of new libraries by providing part of the funding for interior furnishings, equipment, and collections in an amount based on the square footage of the facility. The fund is adjusted as projects are completed, as new projects are identified, and as available funds allow. The balance in this category totals \$2,600,000.
4. System Improvement Fund: This fund is established to account for significant projects that improve service delivery such as major automation equipment, facility renovations, major projects, and system wide equipment purchases. The fund is adjusted as projects are completed, as new projects are identified, and as available funds allow. The balance in this category totals \$2,991,123.
5. Furniture and Equipment Replacement Fund: This fund is established to account for costs associated with purchases or replacement of furnishings and equipment. The fund is adjusted as projects are completed, as new projects are identified, and as available funds allow. The balance in this category totals \$2,800,000.

## FY 2012-13 Budget Overview

The Budget Overview details significant changes from the FY 2011-12 Adopted Budget to the FY 2012-13 Recommended Budget by major classification category for both revenues and expenditures. Revenues are divided into descriptive categories including: Taxes, Use of Money and Property, Intergovernmental Revenues, Charges for Services, Interfund Revenue, Miscellaneous Revenue, and Fund Balance. Expenditures are divided into descriptive categories including: Salaries and Benefits, Services and Supplies, Other Charges, Fixed Assets, Intrafund Transfers, and Agency Reserves/Capital Reserves.

### Total Sources

#### Taxes (\$17,162,530 to \$17,257,980)

There is a net increase of \$95,450 in this funding source due primarily to modest adjustments made in projected property tax revenues and anticipated one-time excess ERAF funding. Excess ERAF is an unpredictable and unstable source of funding, therefore, only amounts anticipated from the prior fiscal year are budgeted; no assumptions are made beyond this. The amount budgeted in FY 2012-13 totals \$1,087,316 and is reflected in account 1046.

#### Use of Money and Property (\$84,800 to \$84,800)

There is no change in this funding source. This revenue category primarily captures anticipated interest earnings on reserves. Investments are made in several vehicles to lessen risk by diversifying the Library JPA's portfolio and includes the San Mateo County Investment Pool and the State of California Local Agency Investment Fund, both of which strictly comply with state law limitations. Per the Investment Policy, reports are submitted quarterly to the JPA Governing Board on the status of the Library JPA's investment portfolio.

#### Intergovernmental Revenues (\$422,669 to \$106,450)

There is a net decrease of \$316,219 in this funding source due primarily to the elimination of state library funding resulting from statewide budget cuts and used to partially support adult and youth literacy services and general operations.

#### Charges for Services (\$556,000 to \$568,000)

There is a net increase of \$12,000 in this funding source due primarily to projected fees and fines incurred by patrons.

#### Interfund Revenue (\$157,388 to \$157,386)

There is a decrease of \$2 in this funding source representing the contribution by the County, based on the terms established in the SMCL JPA Agreement. This revenue is used to offset facility maintenance costs associated with the County-owned East Palo Alto Library facility. These corresponding costs are reflected in Other Charges within account 6714.

#### Miscellaneous Revenue (\$403,365 to \$320,365)

There is a net decrease of \$83,000 in this funding source primarily reflecting the elimination of one-time revenue associated with support from the Friends of the Millbrae Library related to interior improvements at the Millbrae Library which took place in FY 2011-12.

#### Fund Balance (\$12,471,616 to \$12,842,455)

There is an increase of \$370,839 in this funding source. Fund Balance reflects the carry forward of Reserves and unanticipated revenues and unspent appropriations projected at the close of the current fiscal year. After June 30, a final reconciliation is completed to account for actual revenues and expenditures and Fund Balance is adjusted at that time.

## Total Requirements

### Salaries and Benefits (\$12,779,063 to \$12,528,750)

There is a net decrease of \$250,313 in this expenditure category due to modest merit increases and benefit adjustments; offset by the elimination of four vacant positions as part of the strategy to close a structural deficit and achieve ongoing savings. Deleted positions include one Senior Library Technician, one Senior Community Program Specialist, one Senior Library Assistant, and one Librarian II. The responsibilities of these positions will be absorbed by existing staff and are anticipated to have minimal impact on public services. The total position count is reduced from 126 to 122. Salaries represent 66% of total budgeted personnel costs and benefits account for 34%.

### Services and Supplies (\$14,234,314 to \$13,042,299)

There is a net decrease of \$1,192,015 in this expenditure category due primarily to the elimination of one-time activities budgeted in FY 2011-12. Support costs transferred to each of the branch libraries totals \$8,046,243 and are reflected in account 5872. The corresponding transfer of these costs is described below in Intrafund Transfers. Costs associated with support provided by the Peninsula Library System including materials delivery, oversight of the shared online library catalog, and costs related to databases and equipment maintenance agreements total \$759,064 and reflected in account 5875. The collections and materials budget is \$1,400,000 and reflected in accounts 5931-5939. One-time activities related to service improvements such as furniture and equipment are detailed under FY 2012-13 Revenue and Requirements Summary.

### Other Charges (\$1,423,554 to \$1,385,227)

There is a net decrease of \$38,327 in this expenditure category. Maintenance, insurance and costs associated with A-87 reimbursement for services provided by the County such as human resources and payroll support reflect modest increases and are displayed in account 6821. The contributions to Redwood City for services provided at the Fair Oaks Library and to Daly City for services provided on behalf of residents of the unincorporated Broadmoor and Colma areas total \$500,000 and are budgeted in account 6263.

### Fixed Assets (\$296,000 to \$0)

There is a decrease of \$296,000 in this expenditure category. One-time purchases budgeted in FY 2011-12 are eliminated. There are no Fixed Asset purchases planned for in FY 2012-13.

### Intrafund Transfers (\$8,796,084 to \$8,046,243)

There is a decrease of \$749,841 in Intrafund Transfers. Intrafund Transfers show the expenditure transfers between operations within the same fund/budget. In the case of the San Mateo County Library, Intrafund Transfers are used to reflect support costs that are distributed to each of the branch libraries. The distribution of these costs is based on a formula representing three equally weighted factors including circulation and walk-in use, property tax revenue, and population of each member's service area. Support costs include services provided by the following divisions: Administrative and Financial Services, Access Services, Automation Support Services, eBranch, Community Engagement Services, and Library Experience Services.

### Agency Reserves/Capital Reserves (\$11,321,521 to \$12,427,403)

There is an increase of \$1,105,882 in this expenditure category due principally to the accumulation of unanticipated one-time excess ERAF. In order to preserve the system's capital assets, funding allocated for projects and activities that have been determined financially significant enough to be separated and/or anticipated in the future are maintained in the Capital Reserves Budget (account 8811). As detailed in the Fund Balance Policy, the balance of Agency Reserves (account 8611) represents 20% of Net Appropriations (less one-time items). This contingency is maintained in the event of economic uncertainties, emergencies, and unanticipated funding losses.

FY 2012-13 Recommended Budget Summary View

		FY 2010-11 Actuals	FY 2011-12 Adopted	FY 2012-13 Recommended
<b>Sources</b>				
1000	Taxes	18,232,579	17,162,530	17,257,980
1500	Use of Money and Property	119,568	84,800	84,800
1600	Intergovernmental Revenues	507,045	422,669	106,450
2000	Charges for Services	588,062	556,000	568,000
2500	Interfund Revenue	157,388	157,388	157,386
2600	Miscellaneous Revenue	481,479	403,365	320,365
	<b>Total Revenue</b>	<b>20,086,121</b>	<b>18,786,752</b>	<b>18,494,981</b>
333	Fund Balance	11,641,652	12,471,616	12,842,455
	<b>TOTAL SOURCES</b>	<b>31,727,773</b>	<b>31,258,368</b>	<b>31,337,436</b>
<b>Requirements</b>				
4000	Salaries and Benefits	12,603,684	12,779,063	12,528,750
5000	Services and Supplies	12,581,673	14,234,314	13,042,299
6000	Other Charges	1,383,581	1,423,554	1,385,227
7000	Fixed Assets	211,002	296,000	0
	<b>Gross Appropriations</b>	<b>26,779,940</b>	<b>28,732,931</b>	<b>26,956,276</b>
8000	Intrafund Transfers	(7,523,783)	(8,796,084)	(8,046,243)
	<b>Net Appropriations</b>	<b>19,256,157</b>	<b>19,936,847</b>	<b>18,910,033</b>
8500	Agency Reserves	8,233,041	3,666,418	3,586,280
8700	Capital Reserves	4,238,575	7,655,103	8,841,123
	<b>TOTAL REQUIREMENTS</b>	<b>31,727,773</b>	<b>31,258,368</b>	<b>31,337,436</b>
	Salary Resolution	130.00	126.00	122.00
	Funded Full-Time Equivalent (FTE)	114.17	111.28	107.28

FY 2011-12 Recommended Budget Detail View

	FY 2010-11 Actuals	FY 2011-12 Adopted	FY 2012-13 Recommended
<b>Sources</b>			
1021 Current Yr Secured	14,618,166	14,795,000	14,944,000
1024 PY Secured Redemption	23,341	15,000	20,000
1031 Current Yr Unsecured	813,759	775,000	795,000
1033 Prior Yr Unsecured	3,894	0	0
1041 CY SB 813 Secured Supplemental	199,279	225,000	205,000
1042 CY SB 813 Unsecured Supplemental	7,957	5,000	7,000
1043 PY SB 813 Redemption	13,809	20,000	15,000
1045 PY SB 813 Unsecured Supplemental	3,567	1,500	1,500
1046 Excess ERAF Rebate	2,365,643	1,142,866	1,087,316
1129 Property Tax In Lieu of VLF	183,164	183,164	183,164
<b>1000 Taxes</b>	<b>18,232,579</b>	<b>17,162,530</b>	<b>17,257,980</b>
1521 Interest Earned	104,640	80,000	80,000
1525 Other Interest Earned	10,172	0	0
1556 County Land/Buildings Rentals	4,756	4,800	4,800
<b>1500 Use of Money and Property</b>	<b>119,568</b>	<b>84,800</b>	<b>84,800</b>
1661 Highway Property Tax Rental	657	500	500
1831 Homeowners Property Tax Relief	108,248	105,000	105,000
1868 Timber Tax Yield Guarantee	894	500	750
1871 State Aid	328,900	316,269	0
1955 Federal Programs	68,206	0	0
1971 Other In-Lieu Taxes	140	400	200
<b>1600 Intergovernmental Revenues</b>	<b>507,045</b>	<b>422,669</b>	<b>106,450</b>
2291 Library Fees & Fines	475,229	460,000	475,000
2451 Misc Services to Cities	112,833	96,000	93,000
<b>2000 Charges for Services</b>	<b>588,062</b>	<b>556,000</b>	<b>568,000</b>
2521 IFR - General Fund	157,388	157,388	157,386
<b>2500 Interfund Revenue</b>	<b>157,388</b>	<b>157,388</b>	<b>157,386</b>
2631 Sale of Literature	990	1,000	7,000
2645 SDI Payments	57,370	15,000	35,000
2646 Donations	27,039	103,298	103,298
2647 Friends Donations	208,868	144,067	144,067
2655 Other Foundation Grants	7,017	15,000	10,000
2658 All Other Miscellaneous Revenue	180,195	125,000	21,000
<b>2600 Miscellaneous Revenue</b>	<b>481,479</b>	<b>403,365</b>	<b>320,365</b>
<b>Total Revenue</b>	<b>20,086,121</b>	<b>18,786,752</b>	<b>18,494,981</b>
333 Fund Balance	11,641,652	12,471,616	12,842,455
<b>TOTAL SOURCES</b>	<b>31,727,773</b>	<b>31,258,368</b>	<b>31,337,436</b>

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FY 2011-12 Recommended Budget Detail View

		FY 2010-11 Actuals	FY 2011-12 Adopted	FY 2012-13 Recommended
<b>Requirements</b>				
4110	Permanent Salaries	7,474,996	7,589,306	7,496,962
4160	Extra Help Salaries	887,493	772,200	732,200
4310	Retirement Contributions	3,023,254	3,075,158	3,010,899
4410	Employment Group Insurance	1,090,983	1,199,251	1,151,057
4450	Unemployment Insurance	62,395	56,589	55,865
4510	Workers Comp Insurance Contribution	64,675	66,559	61,767
4610	Other Benefit Adjustments	(112)	20,000	20,000
<b>4000</b>	<b>Salaries and Benefits</b>	<b>12,603,684</b>	<b>12,779,063</b>	<b>12,528,750</b>
5184	SMCL Donor City Set Aside	1,083,156	1,260,000	1,185,000
5188	Misc Other Grant Funded Expenses	23,257	13,200	0
5190	Office Expenses	128,092	142,900	149,900
5198	Donations Funded Services	26,134	103,298	103,298
5199	Friends Funded Services	192,047	144,067	144,067
5212	Computer Equipment	249,696	170,000	304,890
5215	eBranch License/Maintenance Expense	72,374	41,900	47,722
5234	Furniture & Equipment	155,562	322,000	250,000
5331	Memberships	12,740	5,000	5,000
5343	Advertising Expense	224	2,000	2,000
5426	Other General Equipment Maintenance	67,917	69,000	69,000
5430	Facilities Maintenance	92,504	95,000	105,000
5712	Mileage Allowance	12,058	12,000	12,000
5721	Meetings & Conference Expense	20,562	15,000	50,000
5722	Employee Expense Reimbursement	40,378	30,000	35,000
5731	Dept Employee Training Expense	1,621	0	0
5854	Contract Library Services	57,468	55,000	48,000
5856	Promotional Materials & Print Costs	36,203	35,000	35,000
5858	Other Professional Contract Services	490,357	599,000	203,000
5866	Fingerprinting Processing	1,150	800	800
5872	Cost Applied Support Charges	7,523,783	8,796,084	8,046,243
5875	Interagency Agreements - PLS Services	711,734	731,200	759,064
5876	Centrally Planned Programming	33,623	30,000	25,000
5926	Alcohol/Drug Testing	164	400	400
5927	Program Activities Expense	17,146	10,000	10,000
5931	Print Materials - Adult	510,360	425,000	370,000
5932	Print Materials - Children	170,317	245,000	235,000
5933	Videos - Children	29,492	25,000	25,000
5934	Print Materials - Serials	227,789	190,000	165,000
5936	Audio Materials	149,066	135,000	125,000
5937	Videos - Mature Material	166,149	150,000	175,000
5938	Digital Materials	193,330	250,000	240,000
5939	World Language Materials	76,719	80,000	65,000
5942	Other Library Expense	8,501	51,465	51,915
<b>5000</b>	<b>Services and Supplies</b>	<b>12,581,673</b>	<b>14,234,314</b>	<b>13,042,299</b>

FY 2011-12 Recommended Budget Detail View

	FY 2010-11 Actuals	FY 2011-12 Adopted	FY 2012-13 Recommended
6263 Redwood City, Daly City Contributions	508,592	500,000	500,000
6265 Commute Alternative Incentive	0	3,000	2,000
6712 Telephone Service Charges	54,845	49,000	42,000
6713 Automation Services-ISD	53,551	52,000	43,000
6714 County Facility Rental Charges	157,388	157,388	139,077
6715 Other Facilities Maintenance Charges	0	20,000	20,000
6717 Motor Vehicle Mileage Charges	14,626	14,000	15,000
6724 Auto Liability Insurance	684	687	1,630
6725 General Liability Insurance	91,080	91,085	88,282
6727 Official Bond Insurance	3,180	3,180	3,082
6728 County Property Insurance	65,076	64,668	36,356
6733 Human Resources Licensing Fees	3,621	3,621	3,905
6734 Motor Vehicle Replacement Charge	4,000	4,000	3,862
6736 Rent Surcharge	0	0	14,307
6738 Countywide Security Services	4,396	4,396	4,396
6739 Tax Allocation Fee	126,895	130,000	125,000
6821 A-87 Expense	295,647	326,529	343,330
<b>6000 Other Charges</b>	<b>1,383,581</b>	<b>1,423,554</b>	<b>1,385,227</b>
7311 Fixed Assets - Equipment	211,002	296,000	0
<b>7000 Fixed Assets</b>	<b>211,002</b>	<b>296,000</b>	<b>0</b>
<b>Gross Appropriations</b>	<b>26,779,940</b>	<b>28,732,931</b>	<b>26,956,276</b>
8142 Intrafund Transfers	(7,523,783)	(8,796,084)	(8,046,243)
<b>8000 Intrafund Transfers</b>	<b>(7,523,783)</b>	<b>(8,796,084)</b>	<b>(8,046,243)</b>
<b>Net Appropriations</b>	<b>19,256,157</b>	<b>19,936,847</b>	<b>18,910,033</b>
8611 Agency Reserves	8,233,041	3,666,418	3,586,280
<b>8500 Agency Reserves</b>	<b>8,233,041</b>	<b>3,666,418</b>	<b>3,586,280</b>
8811 Capital Reserves	4,238,575	7,655,103	8,841,123
<b>8700 Capital Reserves</b>	<b>4,238,575</b>	<b>7,655,103</b>	<b>8,841,123</b>
<b>TOTAL REQUIREMENTS</b>	<b>31,727,773</b>	<b>31,258,368</b>	<b>31,337,436</b>
Salary Resolution	130.00	126.00	122.00
Funded Full-Time Equivalent (FTE)	114.17	111.28	107.28

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# ATTACHMENT G

## MEMO

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
 Pam Deal, Financial Services Manager  
**Date:** April 30, 2012  
**Meeting Date:** May 7, 2012  
**Re:** FY 2012-13 Proposed Uses of Donor City Library Funds and Establishment of Library Trust Fund Accounts

### BACKGROUND:

Section VI. D. of the San Mateo County Library (SMCL or Library) JPA Agreement states the following, "In the event that the allocated library service revenue exceeds the amount required to maintain the minimum library service for each city as described in this Agreement, such excess funds shall be spent on library related activities within that city (hereinafter, "Donor City") including, but not limited to, facility maintenance, facility remodeling or expansion, increased service hours, or increased book purchases, as mutually agreed by the Library JPA and the city council of the affected Donor City." In accordance with the donor city provision, at the end of each fiscal year, funds in excess of the amount required to operate a branch are distributed and held in a separate library account by the member city.

In order to secure agreement by the Library JPA, member cities that qualify as a Donor City and are interested in utilizing library funds to support library related activities are requested to provide information to the JPA Governing Board related to the proposed uses of this revenue for the upcoming fiscal year.

### DISCUSSION:

There are three member cities designated as Donor Cities including the Towns of Atherton, Portola Valley, and Woodside. Proposed uses of SMCL Donor City revenue in FY 2012-13 are detailed below:

#### Donor City: Town of Atherton

Balance of Donor City Library Revenue on June 30, 2011: \$5,574,263

The Town of Atherton proposes to utilize SMCL Donor City revenue in an amount estimated at \$1,004,950. Revenue will be used to offset facility costs incurred by the Town related to general maintenance, utilities, custodial services, landscaping services, and associated supplies for the library building. Included in this amount is also an appropriation estimated at \$957,000 to capture costs related to the new library building project. These activities include project management services, architectural design related activities, town planner services, activities related to the Environmental Impact Report (EIR), and advertising and public notices. The amount of SMCL property tax currently generated from this community also enables the branch to operate 17 additional hours above the minimum required per the JPA Agreement and be open a total of 57 hours per week.

Donor City: Town of Portola Valley

Balance of Donor City Library Revenue on June 30, 2011: \$415,321

The Town of Portola Valley proposes to utilize SMCL Donor City revenue in an amount estimated at \$10,000 to offset facility costs incurred by the Town related to general maintenance and repairs of the library building. The amount of SMCL property tax currently generated from this community also enables the branch to operate four additional hours above the minimum required per the JPA Agreement and be open a total of 44 hours per week.

Donor City: Town of Woodside

Balance of Donor City Library Revenue on June 30, 2011: \$2,092,512

The Town of Woodside proposes to utilize SMCL Donor City revenue in an amount estimated at \$134,500 to offset facility costs incurred by the Town related to general maintenance, utilities, contracted janitorial and landscaping services, associated supplies, and an allocation for indirect costs related to the library building. The amount of SMCL property tax currently generated from this community also enables the branch to operate four additional hours above the minimum required per the JPA Agreement and be open a total of 44 hours per week. The planned interior renovation of the Woodside Library will be funded with SMCL Donor City revenue. The timeframe for implementation of this project is still being determined.

Establishment of Library Trust Fund Accounts

Staff is recommending that beginning in FY 2012-13, the Library creates separate Trust Fund accounts for new excess Donor City revenue. In 2002, the Library obtained Governing Board approval to transfer SMCL property tax revenue identified as Donor City funds to a separate library account to be held by the affected member city. At that time, the reasoning for this decision was based on the idea that reflecting the accumulation of this revenue in the Library's operating budget would artificially inflate fund balance.

A simple mechanism to resolve this issue would be the creation of separate Trust Fund accounts. A Trust Fund is an account used to carry out specific activities in accordance with special regulations, restrictions or limitations. Trust Funds are segregated from an agency's general operating budget and also accrue interest. The interest earned is based on the County Pooled Investment Fund and distributed quarterly.

As a County Free Library system, revenue dedicated to supporting library operations and later set aside as donor funds should be held by SMCL. These funds would continue to be used for library activities as described in the JPA Agreement related to Donor City provisions on a cost-reimbursement basis. An instructive policy clarifying the use of these funds and the method for distributing this revenue in a consistent manner would be established. Existing excess funds would remain in the accounts currently held by each donor city and depleted first before accessing funds in the newly established accounts.

In addition to the current practice of providing information to the JPA Governing Board on the proposed uses of this revenue for the upcoming fiscal year, establishment of these funds would improve the reporting to the Board of the expenditures of this library service revenue and be reflected in SMCL's annual financial statements. This information would also be distributed to designated Donor Cities.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by ensuring that resources are allocated and reviewed in compliance with the JPA Agreement and that the distribution of these resources supports the effective delivery of library services.

**FISCAL IMPACT:**

Library related activities in FY 2012-13 funded with SMCL Donor City revenues total \$1,149,450. The Towns of Woodside, Portola Valley and Atherton have proposed utilizing a total of \$192,450 for general facility maintenance costs. Additionally, an amount totaling \$957,000 represents anticipated costs associated with the library building project in Atherton.

**RECOMMENDATION:**

Recommend JPA Governing Board approval of the FY 2012-13 Proposed Uses of Donor City Library Funds and that, beginning in FY 2012-13, the Library creates separate Trust Fund accounts for new excess Donor City Library revenue. Operations Committee members present at the April 24, 2012 meeting concur with this recommendation and Town Managers of the affected towns are supportive of this change.



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# ATTACHMENT H

## MEMO

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
 Pam Deal, Financial Services Manager  
**Date:** January 27, 2012  
**Meeting Date:** February 6, 2012  
**Re:** FY 2011-12 Mid-Year Financial Report

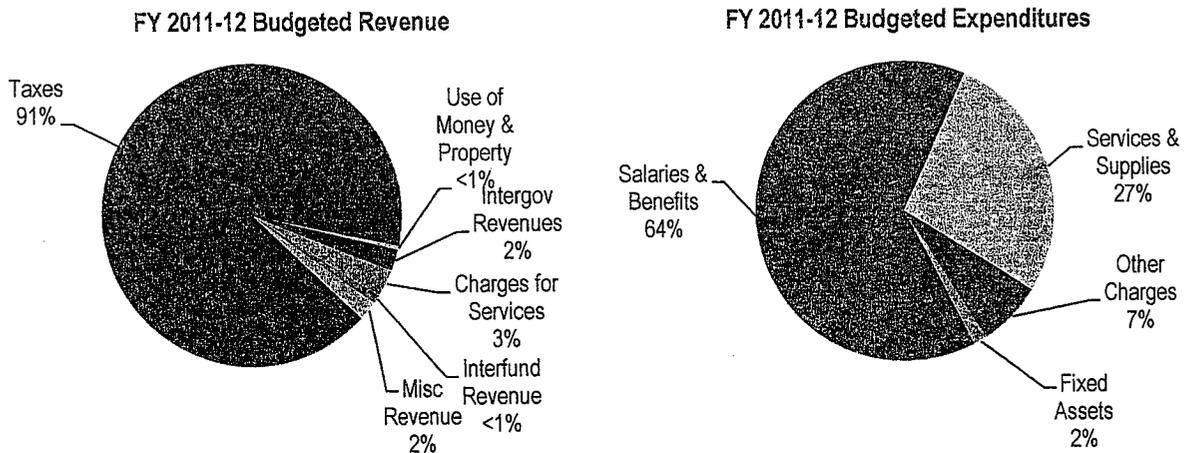
### BACKGROUND:

The FY 2011-12 Mid-Year Financial Report provides the Joint Powers Authority (JPA) Governing Board with information regarding the financial condition of the San Mateo County Library (Library) for the current fiscal year. The report includes year-end estimates and based on current indicators the identification of major issues affecting the preparation of the upcoming budget.

### DISCUSSION:

#### Current Year Financial Summary

The FY 2011-12 Adopted Budget approved by the Governing Board in September 2011 distributes resources designed to meet performance and service objectives. The tables below provide a summary view of this distribution.



Property taxes represent the major source of revenue for the Library. Designated as a special district, the Library is entitled to receive a small portion of the property tax paid by all property owners in the service area. Approximately 91% of the Library's operating revenues are derived from taxes. A total of 286,569 people live within the boundaries of the Library's legal taxing district which covers 351 square miles.

Using historical trends, projections and actual activity recorded as of November 30, 2011, the Library anticipates additional revenue of approximately \$1.1 million. This is primarily due to additional excess Educational Revenue Augmentation Funds (ERAF) which will be realized. This figure also factors in the loss of approximately \$220,000 in state library funding due to statewide budget cuts and used to partially support adult and youth literacy services and general operations. Expenditure savings of approximately \$415,000 are estimated primarily in the area of salaries and benefits as a result of vacancies, and savings from various service and supply costs. An estimated \$12.8 million in Fund Balance will be carried over to FY 2012-13. This figure is primarily unspent Reserves totaling \$11.3 million.

The table below provides a breakdown of projected year-end revenues and expenditures.

**FY 2011-12 Mid-Year Estimate Summary**

	FY 2011-12 Adopted Budget	FY 2011-12 Year-End Estimate	FY 2011-12 Year-End Balance	% of Budget Realized/Spent
<b>Revenues</b>				
Taxes	17,162,530	18,473,810	1,311,280	108%
Use of Money and Property	84,800	100,000	15,200	118%
Intergovernmental Revenue	422,669	202,000	(220,669)	48%
Charges for Services	556,000	556,000	0	100%
Interfund Revenue	157,388	157,388	0	100%
Miscellaneous Revenue	403,365	403,365	0	100%
<b>Total Revenue</b>	<b>18,786,752</b>	<b>19,892,563</b>	<b>1,105,811</b>	<b>106%</b>
Fund Balance	12,471,616	12,471,616	0	100%
<b>Total Available Funds</b>	<b>31,258,368</b>	<b>32,364,179</b>	<b>1,105,811</b>	<b>104%</b>
<b>Expenditures</b>				
Salaries and Benefits	12,779,063	12,498,254	280,809	98%
Services and Supplies	14,234,314	14,100,000	134,314	99%
Other Charges	1,423,554	1,423,554	0	100%
Fixed Assets	296,000	296,000	0	100%
<b>Gross Appropriations</b>	<b>28,732,931</b>	<b>28,317,808</b>	<b>415,123</b>	<b>99%</b>
Intrafund Transfers	(8,796,084)	(8,796,084)	0	100%
<b>Net Appropriations</b>	<b>19,936,847</b>	<b>19,521,724</b>	<b>415,123</b>	<b>98%</b>
Contingencies/Reserves	11,321,521	0	11,321,521	0%
<b>Total Expenditures</b>	<b>31,258,368</b>	<b>19,521,724</b>	<b>11,736,644</b>	<b>62%</b>
<b>FY 2011-12 Fund Balance Estimate</b>			<b>12,842,455</b>	

**FY 2012-13 Budget Assumptions**

December marks the point at which the Library begins to evaluate current trends and conditions which may affect the development of the budget. The most significant factors which influence Library operations includes property tax revenues and personnel costs.

At this time, it is estimated that property tax revenue will increase by approximately 2% in FY 2012-13. The determination of property tax revenue estimates is based on historical growth patterns, potential changes in economic conditions, and data supplied by the County Assessor's Office. Estimated increases in salary and benefits are expected to be modest. There are no negotiated wage increases in FY 2012-13, and relatively small increases projected in health benefits. The current authorized position count is 126. Additional support in the form of extra help (temporary employees not included in the Salary Ordinance) totals approximately 35 FTE.

### FY 2012-13 Budget Process

The Library, like most organizations, is dealing with significant financial challenges due to declining revenue and the continued impacts from the overall downturn in the economy. Beginning in FY 2009-10 the Library recognized that revenue was not keeping pace with operating costs. Since that time, the system has made targeted reductions in order to produce a balanced budget by identifying items for elimination, reduction, reorganization, consolidation and through alternatives that provide the opportunity to increase performance and efficiency.

In December 2010, based on direction from the Governing Board, a work group composed of staff and members from the Governing Board and Operations Committee met to identify viable strategies which focused on the long-term fiscal health of the Library and aid in the development of future budgets. Three major strategies were developed and are outlined below:

#### Communication and Partnership Strategies

- Continue to reach out and communicate with all levels of the organization and external stakeholders to assess needs and priorities. Explore the budget process to ensure that the process reflects the values and priorities of the Governing Board and our communities. Utilize tools such as the ongoing customer service survey, the current core services survey, and needs assessment reports to gather data about library services and priorities. Continue to provide timely and reliable information to build trust throughout the process.
- Continue to work with the management team to review core service priorities, discuss staff ideas, examine budget scenarios, and engage in discussions of strategies to decrease spending and leverage resources with the goal of providing the highest quality of service possible.
- Engage Library Friends and Foundations as a communication channel and as a source of supplemental revenue.
- Promote partnerships with local community organizations to provide more effective services and programs and to reduce duplication of services.

#### Technology and Service Delivery Strategies

- Continue to look for ways to be more efficient. A key element for achieving greater efficiency already exists as part of the Library's Service Model. This model includes items such as single service desks, self-reliant customer service and a greater reliance on vendor processing of library materials.
- Implement RFID technologies and utilize automated materials handling systems to improve efficiencies regarding materials circulation and workflow.
- Promote and utilize the eBranch to provide easy access to library services and resources, as well as equalize remote library access.
- Increase levels of responsibility and accountability among managers, supervisors and line staff.

#### Financial Strategies

- Continue to invest in one-time initiatives, which reduce on-going operational costs.
- Reduce various operational costs related to the purchase of goods and services.
- Examine staffing ratios and minimum staffing levels in relation to the minimum service hours as set in the JPA agreement.
- Strategically manage vacancies in combination with repurposing staff to the highest need core service categories.
- To the extent possible, reduce personnel costs by offering voluntary separation incentives.
- Reduce personnel costs through the elimination of vacant positions.
- To the extent possible, manage employee salary and benefit costs.
- Utilize Reserves to help balance the budget on a short-term basis in the context of a multi-year financial plan designed to balance expenditures and minimize drastic service impacts.

The Budget Work Session provided valuable feedback and guidance for the development of upcoming budgets with an emphasis on working toward elimination of the existing structural gap over a period of several years and that a portion of Fund Balance be used to help balance the budget on a short-term basis in the context of a multi-year financial plan designed to balance expenditures and minimize drastic service impacts by FY 2015-16. This multi-year approach is now in its second year. In FY 2011-12, the structural deficit totaled \$1,025,220. Through direction provided by the Governing Board, the following actions were included in the approved Adopted Budget including the elimination of four vacant positions to achieve ongoing savings totaling \$321,309 and the use of Reserves in an amount totaling \$703,911. While assumptions are preliminary, the shortfall in FY 2012-13 is estimated at between \$800,000-\$900,000.

With the assistance of the Governing Board, the Library has made significant progress toward addressing the budget gap while maintaining the high standard of service expected of the library community. The Library proposes moving forward with development of the FY 2012-13 Recommended Budget utilizing the strategies set in place by the Governing Board.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by ensuring that the San Mateo County Library provides information on the Library's financial condition for the current fiscal year as well as information on issues and trends that will affect future budgets. Projections and suggested solutions are also provided for purposes of budget planning and management.

**FISCAL IMPACT:**

There is no fiscal impact associated with accepting this report.

**RECOMMENDATION:**

Recommend JPA Governing Board accept the FY 2011-12 Mid-Year Financial Report. There is no recommendation from the JPA Operations Committee as the meeting scheduled for January 24, 2012 was cancelled.



# ATTACHMENT I

**Date:** July 11, 2011  
**From:** Anne-Marie Despain, Director of Library Services  
**Re:** Background Related to the Operations and Governance of the San Mateo County Library

---

## System Overview

The purpose of this memo is to provide background related to the operations and governance of the San Mateo County Library. The San Mateo County Library (SMCL or Library JPA) offers an array of services. The 12 branches, bookmobile, and eBranch are a source of books, periodicals, newspapers, and information in multiple languages. The libraries provide access to computers and the Internet, online databases, music, business resources, and educational research. The eBranch provides access to a wealth of information and is accessible in each branch library or from a resident's personal computer at home, work, or school.

The San Mateo County Library also responds to the informational, educational and cultural needs of the community by offering a broad range of programs for children, teens and adults including author readings, lectures, films, exhibits, dance and musical performances. Outreach services include book club readings provided to incarcerated youth, and programs offered in settings such as schools, low-income clinics and shelters. Educational programming includes homework help assistance, computer training, and literacy services for children, families and adults.

## Formation of the San Mateo County Free Public Library

The San Mateo County Free Public Library was established by the San Mateo County Board of Supervisors in 1912, under the authority of the County Library Law of 1911. The underlying legislation supporting County Free Public Libraries explicitly provides for participation in the levy of a tax specifically dedicated and restricted for library purposes. The San Mateo County Library is classified as a dependent district. The property taxes collected for the district are allocated directly to the entity (SMCL) to provide library services within an established geographic area. Existing member cities joined the San Mateo County Free Public Library at the time of incorporation, virtually automatically, because the County Library tax levy already overlaid the properties within the new city.

The portion of dedicated property tax attributed to the San Mateo County Library is a portion of the general tax (equal to 1% of the assessed value of a property). Tax rates are based on the percent of taxes the library system received prior to Proposition 13. The passage of Proposition 13 in 1978 and subsequent legal determinations put the State in charge of the allocation of local property taxes and set in place the basic tax rate based on a proportionate sharing of the tax in place. Proposition 13 established limitations on increases in assessed value and set the maximum general property tax rate at 1%. The SMCL now has a fixed percentage of the property tax, and this cannot be effectively reallocated due to the constitutional provisions in place. The average tax rate for San Mateo County Library is .032. This means that for every \$100 of assessed value of a property, the San Mateo County Library tax is approximately 3.2 cents. The primary source of revenue for the San Mateo County Library is property taxes. Approximately 90% of operating revenues are derived from these taxes dedicated for library purposes.

## **Formation of the San Mateo County Library Joint Powers Authority**

In 1999, the San Mateo County Library Joint Powers Authority (Library JPA) was established. The Library JPA is comprised of the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the unincorporated areas of the county. A total of 286,569 people live within the boundaries of the SMCL legal taxing district which covers 351 square miles.

The Library JPA structure approved in 1999 overlays the San Mateo County Library but does not replace it. As detailed in the Library JPA Agreement, the Library JPA shall operate under and be governed by the rules and regulations, legal restrictions and requirements applicable to County Free Library Law. Maintaining the designation as a County Free Public Library allows the system to remain a taxing entity and provide the Library JPA with its primary source of funding.

## **Purpose of the Library JPA**

The Library JPA is charged with the governance of the San Mateo County Free Public Library system pursuant to the Library JPA Agreement. The Library JPA is governed by a Board consisting of representatives from each member entity. Oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, and otherwise influence operations and account for fiscal matters is exercised by the Library JPA Governing Board. As outlined in the San Mateo County Library JPA Agreement, the Library JPA is responsible for the following:

- Provide policy direction and governance for the Library System.
- Carry out the functions as required in the JPA Agreement.
- Approve the budget and disposition of revenues for Library System Services.
- Approve and oversee the services and programs of the Library System.

All policies relating to the provision of library services shall be determined by the Library JPA Governing Board. The San Mateo County Board of Supervisors, acting on the recommendation of the Library JPA Governing Board, adopts by July 1st of each year an annual operating budget for the Library JPA.

## **Library JPA Member Responsibilities**

As outlined in the Library JPA Agreement maintenance, repair and all capital improvements to new and existing library facilities shall be the responsibility of the facility owner, or pursuant to an agreement approved by the Library JPA Governing Board and the facility owner. In summary, these responsibilities and associated costs include facility construction and/or renovation, utilities, custodial services, landscaping, and general maintenance tied directly to the library facility. The Atherton Library is a facility owned by the Town of Atherton.

## **Library JPA Member Withdrawal**

The summary below outlines terms related to the withdrawal of a member of the Library JPA as described in the Library JPA Agreement. An individual Party may withdraw from the Agreement upon the giving of written notice by July 1<sup>st</sup> of its intent to withdraw from the Library JPA effective July 1st of the following fiscal year. If a Party withdraws from the Agreement, such Party shall not be entitled to the return of any funds contributed to the Library JPA. Such Party shall take on the obligation to provide all library services to its residents. In this eventuality the County shall pay to the withdrawing agency all subsequent library property tax proceeds collected in the withdrawing Party's jurisdiction. The use of these funds would continue to be bound by the legal restrictions and requirements applicable to County Free Library Law and restricted to library purposes only. At the time of the withdrawal, the Parties may agree to allow the withdrawing party to retain books and other library materials, furniture and equipment obtained by the Library JPA, on the condition that such property and materials will be used for public library purposes and available to all residents of San Mateo County at no charge. Since its inception in 1999, no members have withdrawn from the Library JPA.

## Donor City Provisions

Section VI. D. of the Library JPA Agreement states the following: In the event that the allocated library service revenue (San Mateo County Free Public Library property taxes attributed to parcels located within member city boundaries) exceeds the amount required to maintain the minimum library service for each city as described in this Agreement, such excess funds shall be spent on library related activities within that city library (hereinafter, "Donor City") including, but not limited to, facility maintenance, facility remodeling or expansion, increased service hours, or increased book purchases, as mutually agreed by the Library JPA and the city council of the affected Donor City and consistent with requirements applicable to County Free Library Law. In accordance with the donor city provision, at the end of each fiscal year, funds in excess of the amount required to operate a branch are distributed and held in a separate library account by the member city.

There are currently three member cities designated as "Donor Cities" including the Towns of Woodside, Portola Valley, and Atherton. San Mateo County Library property taxes attributed to parcels located within these member city boundaries exceeds the cost to operate these libraries resulting in the designation as a "Donor City."

The amount of San Mateo County Library revenue designated as "Donor City" funds and held by the Town of Atherton in a separate library account was \$4,914,208 on June 30, 2010, as reported in the Town of Atherton's Fiscal Year 2009-10 Basic Financial Statements presented to the Town of Atherton on December 15, 2010.

The amount of new revenue set aside in FY 2010-11 is \$784,143. Revenue in this amount was transferred by San Mateo County Library to the Town of Atherton in June 2011. This calculation is based on the amount of San Mateo County Free Public Library property taxes attributed to parcels located within the member city boundary, less the cost to operate the branch in that year. Assuming that property taxes within the member city boundary continue to grow as a similar rate as compared to the cost to operate, the conditions which generate "Donor City" revenue will continue. For purposes of recent history, the amounts set aside in FY 2009-10 and FY 2008-09 were \$900,000 and \$846,846 respectively.

The use of these funds proposed by the Town of Atherton and approved by the Library JPA Governing Board on May 2, 2011 for FY 2011-12 include \$40,779 to offset facility costs incurred by the Town related to general maintenance, utilities, custodial services, landscaping services, and associated supplies for the library building. Additionally, an appropriation estimated at \$282,050 has been included to capture costs related to the new library building project including contracted services associated with architectural and environmental review work, and other planning and legal assistance.

## Recent Activities Related to Building a New Atherton Library

The activities below represent standard library practice related to renovation, expansion or replacement of library buildings. A brief status update is also included.

### 1. Conduct a Building and Site Evaluation

An important first step is an evaluation of the facility by a structural engineer. An assessment includes information regarding current architectural, structural, mechanical, electrical and plumbing deficiencies.

*Status: The Town of Atherton contracted with Crosby Group and prepared two reports including ASCA 31-03 Structural Evaluation Report dated 2/11/09, and FEMA 356 Life Safety Building Performance Evaluation and Probable Maximum Loss (PML) Analysis dated 9/24/09.*

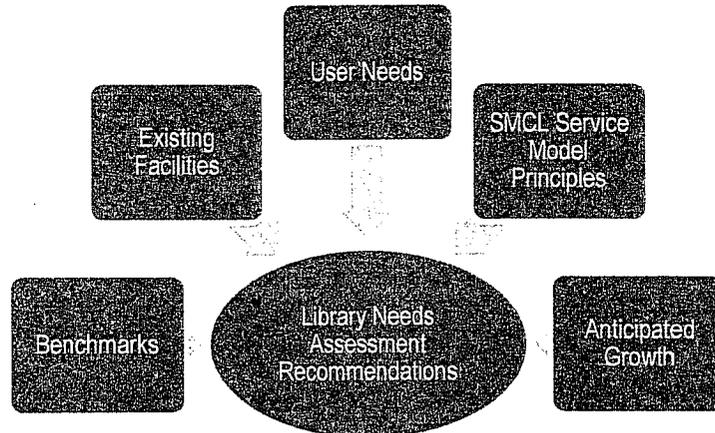
### 2. Complete a Library Needs Assessment

A library needs assessment is an essential part of the planning process. The assessment determines how well the library is currently meeting the needs of the community and identifies other types of resources and services to consider providing in the future. A Library Needs Assessment examines numerous sources of information and influences as they pertain to the delivery of library services. The process of a needs assessment begins by gathering data through a combination of quantitative and qualitative methods, including:

- Benchmarks: Peer library benchmarking
- Existing Facilities: Facilities assessment

- User Needs: Input and analysis to gain community insight through surveys, questionnaires, interviews, focus groups, and onsite observations
- SMCL Service Model Principles
- Anticipated Growth: Community background and demographics

### Library Needs Assessment Overview



Service needs are then identified and translated into space requirements for collections, user seating, meeting and study rooms, staffing levels, and computer resources. A needs assessment also involves determining the shortcomings of the library as related to current space limitations and building deficiencies. Once the data has been gathered, it is analyzed and a needs assessment report is prepared.

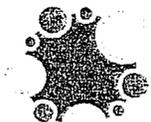
*Status: San Mateo County Library contracted with Anderson Brulé Architects (ABA) to complete the Atherton Library Needs Assessment. The report was completed in 2010 and accepted by the Town of Atherton in February 2010, and the San Mateo County Library JPA in March 2010.*

*The report can be found at: <http://www.smcl.org/sites/www.smcl.org/files/file/Organization/JPA/03292010/Atherton-Library-Needs-Assessment-Memo-and-Report.pdf>*

### 3. Develop a Conceptual Plan and Cost Estimate

Based on findings from the structural engineer and the needs assessment, an architectural design firm outlines project goals and a process and schedule by which to achieve those goals. This will serve to identify existing conditions, opportunities, and design options for the Atherton Library. Conceptual cost estimates of several alternatives are also determined.

*Status: The Town of Atherton has contracted with Group 4 Architecture, Research + Planning, Inc. to complete conceptual plans and cost estimates. This work is in progress and will continue as the preferred site and building program is refined. Based on a recommendation by the Town of Atherton in June 2010, the Atherton Library Building Steering Committee was established and tasked with engaging the community in the planning and design process, making recommendations, as well as acting as an advisory group to the City Council regarding the new library. Members include staff from the Town of Atherton, San Mateo County Library, Friends of the Library, and other key stakeholders.*



---

**To:** Honorable Mayor and Members of the Atherton City Council  
Jerome Gruber, Atherton City Manager

**From:** Anne-Marie Despain, Director of Library Services

**Date:** February 17, 2010

**Subject:** Atherton Library Needs Assessment

---

## **Background**

The Town of Atherton is a participating member in the San Mateo County Library Joint Powers Authority (Library JPA). Formed in 1999, the Library JPA is a library service organization comprised of and serving the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and unincorporated San Mateo County. The Library JPA is governed by a Board consisting of representatives from each member entity. Library services and operations are provided by San Mateo County Library staff. Facilities are owned and maintained by each member entity.

Based on expressed interest in the improvement of the Atherton Library and recent completion by the Town of a Structural Facility Evaluation, the Library identified completion of a Library Needs Assessment as a project for FY 2009-10. A Library Needs Assessment has two primary goals. The first is to describe how the building enables or limits the provision and enjoyment of the library's collections and services. The second is to describe the minimum space required to provide for the library's collections and services at present and into the future. When considering new or improved library spaces, a Library Needs Assessment is an essential part of the planning process.

## **Atherton Library Needs Assessment**

A Library Needs Assessment involves a thorough service analysis and facility evaluation resulting in the identification of service objectives and corresponding space needs. This process typically takes several months and begins with selecting a consultant to facilitate the gathering of data through a combination of quantitative and qualitative methods, such as surveys, questionnaires, interviews, focus groups, and onsite observations. Service needs are identified and then translated into space requirements for areas such as collections, user seating, meeting and study rooms, and computer resources. The assessment also involves determining the shortcomings of a library as related to current space limitations and building deficiencies. Once this data has been gathered, it is analyzed and a Library Needs Assessment Report is prepared.

In September 2009, San Mateo County Library selected Anderson Brule Architects (ABA) to complete the Atherton Library Needs Assessment. ABA provides a full range of planning, architecture and interior design services, and has extensive experience working with library facilities.

The subsequent report provides a description of the library's service program and comparative data, followed by an evaluation of the library's facility and its services and collections as they are affected by the building. The report also concludes with a building program detailing space needs and recommendations for the size of a library building needed to serve the community into the future.

### **Findings of the Atherton Library Needs Assessment**

Facilities can support or inhibit the ability to meet the operational needs of a library. The Library Needs Assessment findings suggest that the existing facility presents significant barriers to the effective delivery of library services including:

- Inability to house an adequate collection for a community of its size
- A need to increase the number and types of seating available
- A need to increase the number of public computers available
- A need to provide areas for library related programs and events
- A need to create spaces or zones for various uses, such as quiet study areas, browsing areas, and spaces dedicated for children and teens

The report recommends that in order to effectively meet identified service needs, the facility would require an increase from the current 4,790 square feet to approximately 11,100 square feet.

### **Recommended Next Steps**

Based on the findings of the Library Needs Assessment, we recommend that the Town partner with San Mateo County Library, Friends of the Atherton Library and other key stakeholders to create a work group tasked with reviewing this report and two others associated with the Atherton Library facility (ASCA 31-03 Structural Evaluation Report 2/11/09 and FEMA 356 Life Safety Building Performance Evaluation and Probable Maximum Loss (PML) Analysis 9/24/09). This work group would identify and examine options in order to make a recommendation for creating a facility that meets current and future needs.

The San Mateo County Library wishes to thank the Town of Atherton for its enthusiastic support and interest in the improvement of the Atherton Library.

### **Attachment**

Atherton Library Needs Assessment, February 5, 2010

# Atherton Library Needs Assessment

February 10, 2010



San Mateo County Library  
Atherton Library Needs Assessment



Anderson Brulé Architects, Inc.  
February 10, 2010

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# Executive Summary

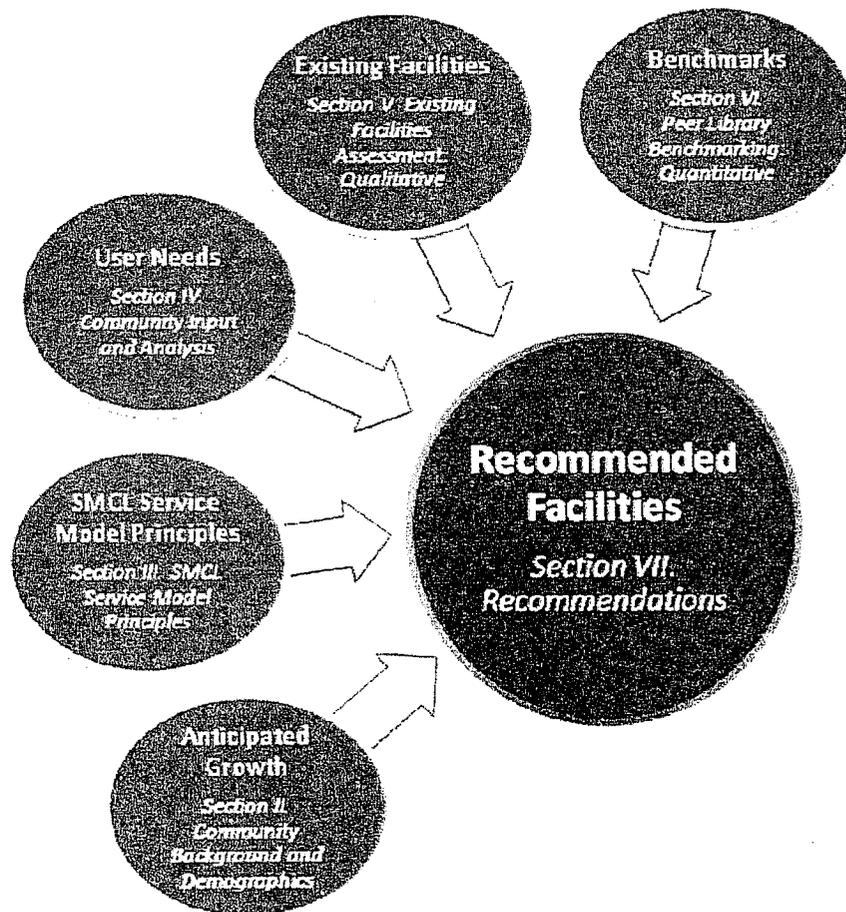
## Introduction

The San Mateo County Library (SMCL) has completed a Needs Assessment at the Atherton Library with two primary goals.

- Describe how the building enables or limits the provision and enjoyment of the library's collections and services.
- Describe the minimum space required to provide for the library's collections and services, both currently and in the future.

This Library Needs Assessment has considered numerous sources of information and influences, as they pertain to the delivery of library services at the Atherton Library:

- Anticipated Growth
- SMCL Service Model Principles
- User Needs
- Benchmarking
- Existing Facilities (review from a service delivery perspective)



## Executive Summary

### **Community Background**

The Town of Atherton, California, is a residential community with a predominantly uniform demographic profile. The size of its population is relatively steady, but is influenced by the surrounding communities. The service population includes the Town of Atherton and surrounding unincorporated areas of San Mateo County, including Menlo Oaks, Sequoia Tract, Weekend Acres, and West Menlo. (See map on page 12.)

### **San Mateo County Library Service Model Principles**

The San Mateo County Library Vision, developed prior to this Needs Assessment, is driven by these primary principles:

- A welcoming environment which offers a variety of settings and options
- Defined spaces that excite and inspire
- Intuitive systems and layout
- Maximization of self-service and operational efficiencies
- Customer driven service

To address those goals, several spaces are now being included in the San Mateo County Library facilities:

- Marketplace – vibrant entry area with materials displayed
- Kids & Family Place – welcoming, comfortable space for families and children to celebrate books and reading
- Teen Zone – uniquely teen space that supports their educational needs, group study, computer access, and recreational reading
- Community Living Room – comfortable, relaxed, and quiet atmosphere for reading
- Gathering Space – environment for people to gather and relax with one another
- Computer and Homework Centers – provides community access to tools and supports lifelong learning

### **Community Input and Analysis**

Multiple methods of outreach were employed to gain community insight and priorities. These include a survey, a focus group, and key informant interviews.

The Atherton Library is greatly appreciated by the community. Its small and intimate nature makes it distinct from other local libraries. Staff service is also seen as excellent. Overall satisfaction with the services and programs available is high. However, there are consistent concerns with acoustics for different types of activities. Additional requests include: improving the civic presence and entry of the library; adding space for gathering, technology, and seating; and increasing the materials collection on hand.

### **Existing Facilities Assessment: Qualitative**

Research was conducted and compiled on existing services and facilities documentation. The current Atherton Library facilities are located in a remodeled residence. Despite various renovations, issues with



## Executive Summary

accessibility still exist. The open floor plan creates acoustical issues for different types of use, especially when activities are taking place concurrently. The entry lobby and main market space are undersized and overcrowded. In addition, staff space is laid out inefficiently.

**Peer Library  
Benchmarking:  
Quantitative**

The facilities are deficient in several key library metrics, compared to the recommended target metrics and other benchmarked peer libraries. There are inadequate amounts of collection, seating, computer stations, and room for programs.

**Recommendations**

This Library Needs Assessment has considered numerous sources of information and influences, as they pertain to the delivery of library services at the Atherton Library:

- Anticipated Growth
- SMCL Service Model Principles
- User Needs
- Benchmarks
- Existing Facilities (from a service delivery perspective)

**Collections**

- Total items to increase from ~33,097 to ~51,797;
- Increase space provided from approximately 1,220 square feet to approximately ~4,200 square feet.

**Seating**

- Total reader seating to increase from 28 to 68;
- Increase space provided from approximately 775 square feet to approximately ~1,541 square feet.

**Technology**

- Increase technology seating from 6 to 17;
- Provide power with seating for individual laptop use;
- Increase space provided from approximately 150 square feet to approximately ~513 square feet.

**Entry**

- Provide space for welcoming entry;
- Create appropriate space for Community Information;
- Relocate exterior bookdrop to enclosed space, with a preference for access directly into staff work space;
- Create easy access to accessible restrooms.

**Library Program Room**

- Add a Program Room to accommodate up to 50 people.



## Executive Summary

### Quiet Zone

- Provide a quiet zone for up to 8 people.

### Friends of the Atherton Library

- Provide approximately 50 square feet of space for collection and sales.

### Children's Programming

- The typical programming will be accommodated in other growth recommendations;
- For larger and special events, allow for overflow and use of the library program room by the children's area.

### Marketplace

- Improve sense of entry and path of arrival to the Marketplace;
- This is accommodated within the overall area increase recommendations.

### Community Living Room

- Provide comfortable seating and a quiet place for reading;
- This space is included in recommendations for growth in seating.

### Gathering Space

- Allow and encourage gathering with an emphasis on social interaction and discussion.

### Teen Space

- Provide space for the teen collection as well as adjacent seating;
- This space is included in recommendations for growth in collections and seating;
- If a separate teen room is preferred, additional space of up to 400 SF will be required.

### Staff Spaces and Functionality

- Reconfigure and provide approximately 950 – 1,000 square feet for staff functions;
- Provide spaces that are on one level and adjacent to one another.

### Accessibility

- Space for these required accessibility improvements is accommodated within the overall recommendations.

### Total Square Feet of Building

- Provide for approximately 11,100 square feet minimum, compared to the existing 4,790 square feet.





SAN MATEO COUNTY LIBRARY  
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# ATTACHMENT K

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## MEMO

**To:** JPA Governing Board  
**From:** Martín Gómez, Director of Library Services  
**Date:** January 26, 2009  
**Meeting Date:** February 2, 2009  
**Re:** Use of Donor City Funds

---

### BACKGROUND:

At its September 8, 2008 meeting, the JPA Governing Board passed the following motion: "Atherton should be allowed to use donor city funds for purposes of acquiring existing lands and buildings to expand the library." (MSP: Marsala/Rutherford). The Board approved the motion pending outcome of the following: (1) Legal counsel examination of the proposal to identify any conflicts of interest with respect to the use of these funds, (2) Operations Committee examination of the proposal to ensure that the project adheres to funding guidelines. Staff requested an opinion from JPA legal counsel, Shupe and Finkelstein. A copy of their opinion is attached to this memo. The outcome from the Committee's review of this opinion will be transmitted to the JPA Governing Board on February 2, 2009.

### DISCUSSION:

As outlined in the Library Joint Powers Authority (JPA) Agreement, "for each fiscal year the library service revenue allocated to libraries in each city shall not be less than the estimated library property tax revenue attributable to property located in that city. In the event that the allocated library service revenue exceeds the amount required to maintain the minimum library service for each city as described, such excess funds shall be spent on library related activities within that city (hereinafter, "Donor City") including, but not limited to, facility maintenance, facility remodeling or expansion, increased service hours, or increased book purchases, as mutually agreed by the Library JPA and the city council of the affected Donor City."

The JPA Agreement further states that, "maintenance, repair and all capital improvements to new and existing city library facilities shall be the responsibility of the facility owner, or pursuant to an agreement approved by the Governing Board and the facility owner."

At the August 26, 2008 Operations Committee meeting, members agreed that, with respect to member city responsibilities, the use of donor city funds to acquire property and construct buildings is inconsistent with the original intent of the JPA agreement. The Committee acknowledged that current language in the agreement is ambiguous and needed to be reviewed and a policy determination made. Short of a final policy determination on this matter, the Town of Atherton has a pending request before the Governing Board.

In accordance with the donor city provision, at the end of each fiscal year, funds in excess of the amount required to operate a branch are distributed and held in a separate library account by the member city.

The Town of Atherton has expressed an interest in using accumulated donor city funds to remodel and/or expand the current Atherton Library, including the acquisition of an existing city-owned building adjacent to the library. Staff has estimated that Atherton has accumulated donor city funds totaling approximately \$3.2 million.

While acknowledging there are inconsistencies within the JPA agreement on the use of library funds to maintain city library facilities, legal counsel confirms that donor city funds can be used for the construction, remodeling or expansion of city facilities for library purposes but the Town of Atherton's request to use donor city funds to purchase and/or acquire an existing city-owned building adjacent to the current library is not consistent with current library law.

Legal counsel opinion states that "to use Donor funds to "acquire" a building the Town already owns, neither the Library District law nor the JPA agreement authorize that expenditure of Donor funds."

In summary, the use of Donor city funds for the acquisition of non-city owned property and/or construction of buildings for library purposes is consistent with current policy and current library law, subject to JPA Governing Board approval.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.1: Assess and allocate resources to be a world-class library.

This activity aligns with the goal by ensuring that resources are appropriately and thoughtfully allocated to make possible the effective delivery of services that contribute to achieving Library goals.

**FISCAL IMPACT:**

There is no fiscal impact associated with acceptance of this report.

**RECOMMENDATION:**

Recommend that the Governing Board accept the opinion of JPA legal counsel. The Operations Committee concurs with this recommendation.

**ATTACHED DOCUMENTS:**

- 1) Town of Atherton Proposed Use of Donor City Library Funds



**San Mateo County Library**  
**Connect. Discover. Evolve.**

**San Mateo County Library**  
**Strategic Plan: 2007 to 2014**

*Framework for a Successful Future*



**September 2007**

## **ACKNOWLEDGEMENTS**

### **JOINT POWERS AUTHORITY BOARD MEMBERS**

Charles Marsala, Atherton

Dave Warden, Belmont

Cyril Bologoff, Brisbane

Donna Rutherford, East Palo Alto

Pam Frisella, Foster City

Marina Fraser, Half Moon Bay

Nadia Holober, Millbrae

Jim Vreeland, Pacifica

Maryann Derwin, Portola Valley

Thomas Davids, San Carlos

Carroll Ann Hodges, Woodside

Jerry Hill, San Mateo County

### **OPERATIONS COMMITTEE MEMBERS**

Wende Protzman, Atherton

Jack Crist, Belmont

Clay Holstine, Brisbane

Alvin James, East Palo Alto

James C. Hardy, Foster City

Marcia Raines, Half Moon Bay

Ralph Jaeck, Millbrae

Stephen Rhodes, Pacifica

Angela Howard, Portola Valley

Mark Weiss, San Carlos

Susan George, Woodside

Peggy Jensen, San Mateo County

### **DIRECTOR OF LIBRARY SERVICES**

Victoria L. Johnson

### **ASSISTANT DIRECTOR OF LIBRARY SERVICES**

Anne-Marie Despain

### **STRATEGIC PLANNING COMMITTEE**

Thom Ball, Pacifica Libraries Branch Manager

Pam Deal (Chair), Financial Services Manager

Sarah Houghton-Jan, Information and Web Services Manager

Anne Marie Malley, Half Moon Bay Branch Manager

Ned Richards, Collections and Cataloging Services Manager

### **STRATEGIC PLANNING CONSULTANT**

Harry Christiansen, Organizational Change Consulting Group

## DIRECTOR'S INTRODUCTION



Victoria L. Johnson  
Director of Library Services

What an exciting time it is for public libraries! The rapid evolution of library services has been significantly influenced by the advent of new technologies, from self-service equipment to social networking tools and opportunities. Changing demographics and patron expectations for fast, easy, and convenient high quality service also provide momentum. In recognition of the fact that this change process will continue, the San Mateo County Library (SMCL) set out to develop a high-level, long range plan to guide the development and continuous improvement of library services.

Our process was designed to assist development of a seven-year plan that identifies the important areas of focus, but recognizes that we cannot imagine the future in enough specificity to be prescriptive. Instead, we sought a plan with clearly stated guiding principles more appropriate to the dynamic environment in which we operate. At the same time we needed a plan that will help us identify the most important elements to focus on and a strategic document that is clear and accessible to all staff giving them a sense of purpose and direction.

The basis for plan development rests on how we want San Mateo County Library to be perceived at the end of the period:

- a model of customer service - customers get what they want, when and where they want it
- an example of fiscal health - both effective and efficient in the way we operate
- a trained and motivated staff - eager to learn, fulfilled by their work and energized in their careers
- a world class library - ahead of the curve, relevant, envied

The plan presented in this document is the tool to help us accomplish this. By 2014 we expect our member agencies and their constituents to point with pride to their libraries; recognizing those characteristics which make each one unique and valuing the similarities among them that insure every resident will receive excellent, equitable service. Further we aim to have civic organizations within the areas served feel that SMCL is a good community partner, complementing their work to build strong and vital communities. In turn, we desire to have civic partners who advocate for strong libraries and free access to information as a required ingredient of quality of life and an essential element of a free society. All this can only be accomplished with a fully engaged staff that operates as partners with the library administration, their fellow employees throughout SMCL and their communities. Each of us must pride ourselves on being stewards of the organization and this plan in order to achieve our goals and the ultimate success of the strategic plan.

## EXECUTIVE SUMMARY

An inclusive approach was used to develop the strategic plan using input from a broad cross section of library staff and library patrons. This was accomplished first by a survey of 212 internal and 1,315 external stakeholders, and second by a two-day collaborative planning conference attended by 38 stakeholders representing the library's patrons, staff, governing board, foundations, and collaborating partners. The survey results were then incorporated during the planning conference, to help shape development of the San Mateo County Library Strategic Plan. This plan, alongside other indicators on the performance of the organization, will serve as a framework for library branches and divisions to develop action plans that are aligned with, and in support of, the strategic plan.

## PROFILE AND HISTORY OF THE SAN MATEO COUNTY LIBRARY

The San Mateo County Library is a Joint Powers Authority (JPA) and comprised of the cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside, and the unincorporated areas of the county.

The County Library JPA is governed by a Board consisting of representatives from each member entity. Oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, and otherwise influence operations and account for fiscal matters is exercised by the San Mateo County Library Governing Board.

Property taxes pay for more than 90% of the cost to operate the County Library. Designated as a special district, the County Library is entitled to receive a small portion of the property tax paid by all property owners in the 11 member cities and the unincorporated area. Other sources of funding include private, state and federal grants, interest earnings, fines and fees, and generous gifts from individuals and the Friends of the Library. Additionally, some member cities choose to enhance local service by providing supplemental funding to support extended hours of service.

The San Mateo County Library offers an array of library services. The 12 branches are a source of books, periodicals, newspapers and information in multiple languages. The libraries provide access to computers and the Internet, music, videos, business resources, and educational research. Online databases also serve as an additional resource for library users. The County Library website (smcl.org) provides access to a wealth of information and is accessible in each branch library or from residents' personal computers at home, work, or school.

The San Mateo County Library also responds to the informational, educational and entertainment needs of library users by offering a broad range of programs to children and adults including author readings, lectures, films, exhibits, dance and musical performances. Other outreach services include volunteer tutoring, homework help centers, and computer training.

## **SAN MATEO COUNTY LIBRARY VISION AND MISSION**

### **VISION**

**San Mateo County Library  
Connect. Discover. Evolve.**

### **MISSION**

**The San Mateo County Library provides innovative, dynamic services  
that connect our diverse community with opportunities for  
individual growth and enrichment.**

## **SAN MATEO COUNTY LIBRARY STRATEGIC GOALS**

### **DESTINATION LIBRARIES**

**Create welcoming spaces that promote a sense of community pride and facilitate customer-centered services.**

### **COLLECTIONS AND SERVICES**

**Develop and deliver outstanding library collections and services that reflect the interests and needs of our diverse customer base.**

### **COMMUNITY ENGAGEMENT**

**Raise awareness and visibility of SMCL services and increase recognition of the library as an essential community asset.**

### **ORGANIZATIONAL CULTURE**

**Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service.**

## STRATEGIC GOALS AND OBJECTIVES

	<p><b>Challenge:</b> SMCL customers expect welcoming and functional libraries that are easy to use, reflect the character of the local community, and maximize the modern library experience.</p>
<b>DESTINATION LIBRARIES</b>	<p><b>Goal 1:</b> Create welcoming spaces that promote a sense of community pride and facilitate customer-centered services.</p>
	<p><b>Objectives</b></p> <p>1.1 Offer physical and virtual spaces that serve as gathering places where our diverse communities connect and share.</p> <p>1.2 Create and refresh intuitive library spaces that support diverse community and staff needs.</p> <p>1.3 Provide a robust technology infrastructure to support a wide array of state-of-the-art services.</p> <p>1.4 Actively support community efforts to enhance library services and facilities.</p>

	<p><b>Challenge:</b> SMCL customers expect high-quality collections and services that meet the needs of our diverse communities and enhance quality of life.</p>
<b>COLLECTIONS AND SERVICES</b>	<p><b>Goal 2:</b> Develop and deliver outstanding library collections and services that reflect the interests and needs of our diverse customer base.</p>
	<p><b>Objectives</b></p> <p>2.1 Anticipate and meet the informational, educational, cultural, and recreational needs of our diverse communities with up-to-date, dynamic collections.</p> <p>2.2 Market and promote collections in a variety of formats through easy-to-use discovery systems.</p> <p>2.3 Provide exceptional services that build and support a literate community.</p> <p>2.4 Provide our community with the knowledge and tools needed to succeed in an information society.</p> <p>2.5 Offer an intuitive virtual presence that facilitates access to a full range of physical and digital services.</p> <p>2.6 Expand and strengthen programs and events that enrich, educate, and entertain.</p>

	<p><b>Challenge:</b> SMCL needs to build greater awareness about the range of services offered and the opportunities for collaboration.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>COMMUNITY ENGAGEMENT</b></p>	<p><b>Goal 3:</b> Raise awareness and visibility of SMCL services and increase recognition of the library as an essential community asset.</p>
	<p style="text-align: center;"><b>Objectives</b></p> <p>3.1 Engage the community in the library experience and maximize awareness of the variety and the value of library services.</p> <p>3.2 Connect with and attract potential library users through innovative methods.</p> <p>3.3 Expand and strengthen strategic working relationships and assume a prominent role in our communities.</p>
	<p><b>Challenge:</b> SMCL will reflect and engage the community in order to anticipate and align with customer expectations.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>ORGANIZATIONAL CULTURE</b></p>	<p><b>Goal 4:</b> Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service.</p>
	<p style="text-align: center;"><b>Objectives</b></p> <p>4.1 Assess and allocate resources to be a world-class library.</p> <p>4.2 Attract, hire, and retain optimum levels of a dynamic and diverse staff that provide the best possible customer service.</p> <p>4.3 Cultivate an environment that encourages participation, open communication among all, and recognizes team and individual contributions.</p> <p>4.4. Establish an environment that promotes leadership and stewardship to ensure the long-term health of SMCL.</p>

## **SURVEY METHODOLOGY AND RESULTS**

### **BACKGROUND**

In June 2007, the San Mateo County Library conducted a survey of internal and external stakeholders in order to assess what library users value; and the types of services and improvements the County Library might consider implementing to meet the demands of its customers into the future. The survey results represent an important source of information used to assist in the development of the new Strategic Plan. The complete survey report is available at [www.smcl.org/strategicplansurvey.html](http://www.smcl.org/strategicplansurvey.html).

### **SURVEY METHODOLOGY**

In order to obtain input from all key stakeholders, including library users, staff, partners, and decision-makers, two surveys were developed. The external stakeholder survey was created to target library users. The internal stakeholder survey was created to target library staff, Friends of the Library and Foundation members, and Joint Powers Authority Governing Board and Operations Committee members. The surveys were posted on-line at [smcl.org](http://smcl.org) and also made available in hard copy form at each of the 12 branches. The survey was left open for 10 days.

The response rate was considered to be extremely good. Twenty-two questions were asked in the external stakeholder survey, and a total of 1,315 surveys were completed. Eighteen questions were asked in the internal stakeholder survey, and a total of 212 surveys were completed. Results are presented for all topics. In some cases respondents opted to skip over questions; therefore, the total number of responses is included following the title of each question. Scores are presented as whole numbers for ease of reading. This may, on occasion, result in percentages not totaling exactly 100%. Below is a summary of key findings.

### **KEY FINDINGS**

#### What External Stakeholders Value

- Materials most frequently checked out from the library include audio/video, fiction, and non-fiction materials in nearly equal numbers
- Respondents most frequently visit the adult areas of the library followed by computer areas, and children's areas
- Respondents indicated they typically visit the library to check out materials, followed by picking up holds, and using library computers
- Respondents identified posters and other public relations materials as the way they learn about library events and services
- Respondents expect a large variety of technologies (software, hardware, and online services) from the library, particularly online services like downloadable materials and online programs and classes

External Stakeholders Ideas for Service Improvements

- The most frequently identified improvements that would increase library usage included longer hours, followed by more materials, cafes, and additional events
- While most respondents indicated they had enough time on library computers, when asked how much additional time was needed, the majority said at least 30 minutes
- Respondents indicated less satisfaction with the selection of books, music, and videos available in languages other than English
- Respondents were generally unaware that the County Library offers online homework help

What Internal Stakeholders Value

- Customer service was identified as the most important service provided by the County Library
- The opportunity to work with highly skilled and motivated staff, and the rewards that comes from working with the public were frequently cited as areas of satisfaction

Internal Stakeholders Ideas for Service Improvements

- A focus on providing optimal customer service, examining programs offered to ensure alignment with community needs, and making best use of building and equipment configurations and resources were frequently identified as areas needing improvement
- Respondents suggested that services to remote and homebound users be expanded, and enhancements to web and online services continue
- Inadequate staffing to meet service needs, and poor communication within the organization were frequently cited as areas of concerns
- Respondents indicated a need to improve the materials, programs and services provided to ethnic populations
- The majority of respondents cited the following as other feedback to consider; the need to examine ways to improve upon the diverse needs of each community through the right balance of materials and services; and examine ways to improve the distribution of staff resources and workloads

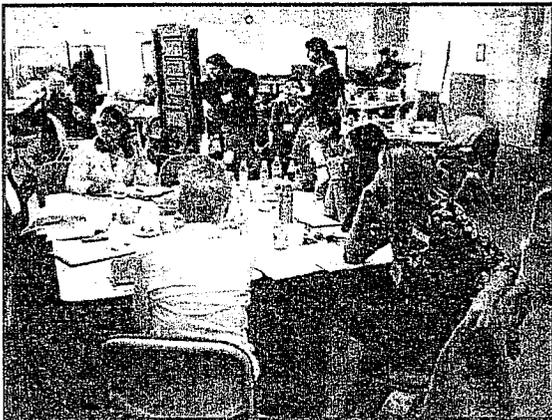
## STAKEHOLDERS CONTRIBUTING TO THE STRATEGIC PLAN

### BACKGROUND

In July 2007, 38 stakeholders representing the library's patrons, staff, governing board, foundations, and collaborating partners contributed to a two-day collaborative strategic planning conference at the San Carlos Branch Library.

### PLANNING PROCESS

On the first day, stakeholders began by acknowledging the past history of the San Mateo County Library and by analyzing results from the internal and external surveys. Next, the stakeholders prioritized the external trends and forces affecting the library system and subsequently conducted a series of conversations to develop a shared understanding of the library system's current operational environment and key organization issues. The first day concluded with stakeholders recommending improvements to the mission statement. After the first day concluded, a small group of stakeholders (mission team) revised the mission statement based on the recommendations of the stakeholders.



The second day began with the mission team presenting the revised mission statement for review by all stakeholders. Next, the stakeholders identified the key focus areas in which the San Mateo County Library wanted to succeed over the next 5 to 7 years (2007 to 2014). The stakeholders then self-selected the focus area in which they were interested. Each focus area group then drafted the goals and objectives for

their focus area and presented their recommendations to all of the stakeholders. The second day concluded with stakeholders recommending improvements to the vision statement. After the second day concluded, a small group of stakeholders (vision team) revised the vision statement based on the recommendations of the stakeholders.



## CONFERENCE STAKEHOLDERS

### Library Users

Melissa Moss  
Melissa Simpson  
Diane Smelker  
Donna Spillane  
Anthony Vassallo

### Collaborating Partners

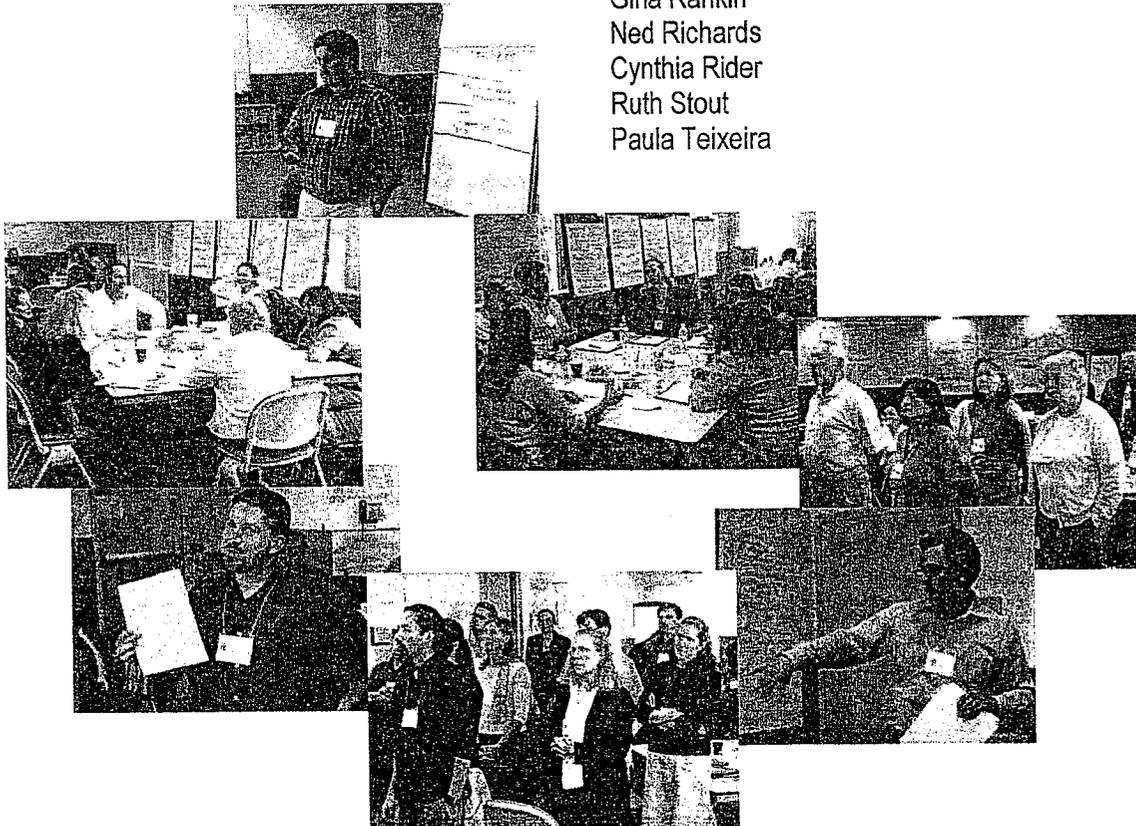
Deb Allum  
Angel Barrios  
Linda Crowe  
Trish Hudson  
Ed Kaufman  
Judith Selvidge  
Dwight Wilson

### Governance

Pam Frisella  
Angela Howard

### Library Staff

Jeanine Asche  
Thom Ball  
Kathleen Beasley  
Greg Bodin  
Mary Castle  
Cathy Cheek  
Ida daRoza  
Pam Deal  
Anne-Marie Despain  
Heidi Dolamore  
JC Escalante  
Darwin Eustaquio  
Daniel Hackett  
Sarah Houghton-Jan  
Vickey Johnson  
Reeba Lynn  
Anne Marie Malley  
Orest Mytrofaniuk  
Alex Perez  
Gina Rankin  
Ned Richards  
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Ruth Stout  
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San Mateo, CA 94402-4000  
650.312.5258  
[www.smcl.org](http://www.smcl.org)

This Strategic Plan is available at  
[www.smcl.org/strategicplan.html](http://www.smcl.org/strategicplan.html)



SAN MATEO COUNTY LIBRARY  
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# ATTACHMENT M

## MEMO

**To:** JPA Governing Board  
**From:** Anne-Marie Despain, Director of Library Services  
**Date:** October 25, 2010  
**Meeting Date:** November 1, 2010  
**Re:** Strategic Plan Update Report

## BACKGROUND:

In October 2007, the Library JPA Governing Board approved the San Mateo County Library's Strategic Plan: 2007 to 2014 a seven-year comprehensive plan, which identified four ambitious goals that would build upon San Mateo County Library's strengths and set a challenging course for the future. Based on a request by the JPA Governing Board, staff is presenting a midpoint update of the Strategic Plan. This report includes background on the development of the Strategic Plan, a review of the plan's effectiveness and highlights over the past three years, and next steps in reaching our strategic goals.

## DISCUSSION:

### Strategic Plan History

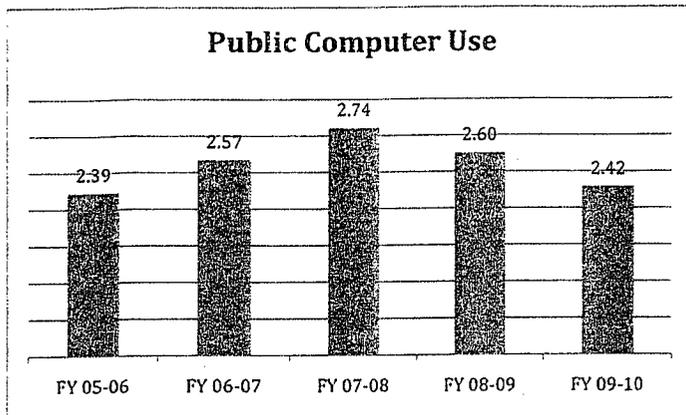
In 2007, the San Mateo County Library (SMCL) set out to develop a high-level, long-range plan to guide the development and continuous improvement of library services. An inclusive approach was used to develop the strategic plan, using input from a broad cross section of library staff, library patrons and other stakeholders. This was accomplished first by a survey of 212 internal and 1,315 external stakeholders, and second by a two-day collaborative planning conference attended by 38 stakeholders. The survey results were then incorporated during the planning conference, to help shape development of the San Mateo County Library Strategic Plan.

The process resulted in the development of a seven-year plan that identified the important areas of focus, but recognized that the Library cannot imagine the future in enough specificity to be prescriptive. Instead, the Library sought a plan with clearly stated guiding principles more appropriate to the dynamic environment in which the system operates. The plan was also developed to be clear and accessible to all staff giving them a sense of purpose and direction.

### Strategic Plan Update

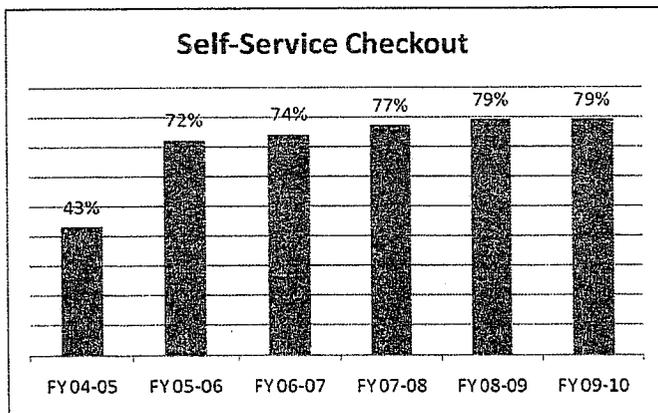
Implemented in 2007, the San Mateo County Library Strategic Plan is a dynamic, "living document" used to guide the development and continuous improvement of library services. Each year staff establishes action plans detailing goals and objectives for their respective branches and division. The development of annual action plans represent specific activities which will be addressed each year to achieve the goals and objective set forth in the Strategic Plan. Stakeholder feedback and the current expressed needs of the community are critical in the development of these plans. The flow chart below illustrates the annual strategic planning process in place.





**Public Computer Use Per Capita:** Relates to the number of public library computer uses to the number of persons the library serves. As information shifts from print to online, it is important for the library to accommodate the growing need for public computer access. For comparison purposes according to a recent national library survey (LJ October 2010), the average use of public computers per capita for libraries with expenditures between \$10 million - \$29.9 million is 1.6. (Note: Foster City Library was closed during portions of 2009)

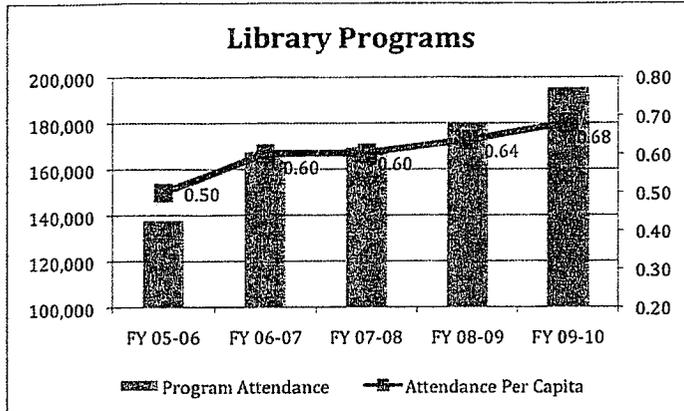
In order to manage the growing public demand for library services, SMCL must continue to transition from a materials handling organization to a customer-focused organization. Several service responses and new systems were identified to free staff from the sheer volume of material handling activities. The Library has worked hard to transition the organization and continues today to incorporate these strategies, which include automation and smart design to create highly efficient operations and self-service options that empower patrons and reduce wait time. Several examples of these new services include eCommerce for online fine payments, self-service checkout machines, one-desk service points, and the recent installation of automated material handling systems. Inspired by the success at the Belmont Library, Automated Material Handling Systems (AMHS) were installed at Foster City, Millbrae and San Carlos Libraries. When a patron returns a book at these self check-in stations, it is automatically checked in and sorted for shelving. Like our self checkout systems, this technology assists staff by handling much of the heavy labor, an average of 97,000 items per month at these four libraries. This year SMCL will continue to add automation and restructure operations by implementing Radio Frequency Identification (RFID) and patron online card registration. These services will further support efforts to keep pace with increasing circulation, free up staff to be redirected to working directly with customers, and reduce transit time so materials are available to the public faster.



**Self-Service Checkouts:** Relates to the percentage of use of the self-checkout stations in libraries by the public. Shifting work from staff and allowing customers to have greater control over their library experience is key to this model of service. For comparison purposes according to a recent national library survey (LJ June 2010), 85% of libraries offer self-service.

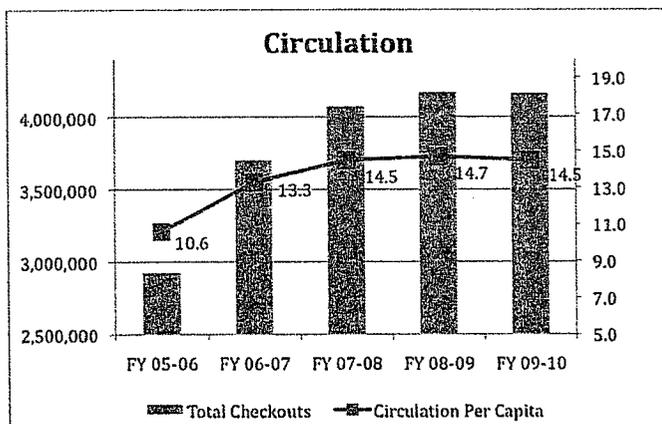
In this last fiscal year, our twelve community libraries received 2.3 million visitors. With libraries serving as popular destination places in our communities, it is important that they are welcoming, promote a sense of community pride, and the facilities support current community and staff needs. SMCL partnered with member cities to enhance library services in many communities. The new Portola Valley Library opened in September 2008, the Foster City Library was renovated and re-opened in January 2009 and the Atherton Library Needs Assessment was completed in February 2010. A number of projects are currently underway including renovation design plans for the Half Moon Bay, San Carlos and Woodside Libraries; space improvements at Brisbane, East Palo Alto and Millbrae Libraries; and a Library Needs Assessment for Pacifica. In partnership with member cities, we will continue to make facility improvements that employ elements of our service model and create welcoming spaces.





**Library Program Attendance:** Relates to the number of attendees at programs and the attendance per capita or to the number of persons the library serves. Shifting work from staff and allowing customers to have greater control over their library experience is key to this model of service. For comparison purposes according to a recent national library survey (LJ October 2010), the average number of attendance at programs per capita for libraries with expenditures between \$10 million - \$29.9 million is 0.31.

With close to four million items checked out each year, use of the library collection remains the center of library activity. Library users want a collection that supports their diverse educational, informational and recreational needs. Each year an average of 80,000 items are added to the collection. As diversity continues to increase in the county, SMCL kept pace with the needs of non-English speaking patrons by focusing on expanding our world language collection that includes items in languages such as Chinese, Hindi, Russian and Spanish as well as online resources. With the growing popularity of digital books, downloadable library materials have been increased and new formats introduced such as Playaways (audiobooks on MP3 players). The innovative service of floating collections allows SMCL to circulate popular materials such as DVDs and Books on CDs easily and throughout all our libraries. Using this method of collection disbursement, delivery of materials is reduced, library collections are constantly refreshed, and patrons get the benefit of seeing new items on a continual basis. The floating collection model has become a best practice in public libraries and SMCL staff recently shared our success story at the Public Library Association Conference in Portland, OR.



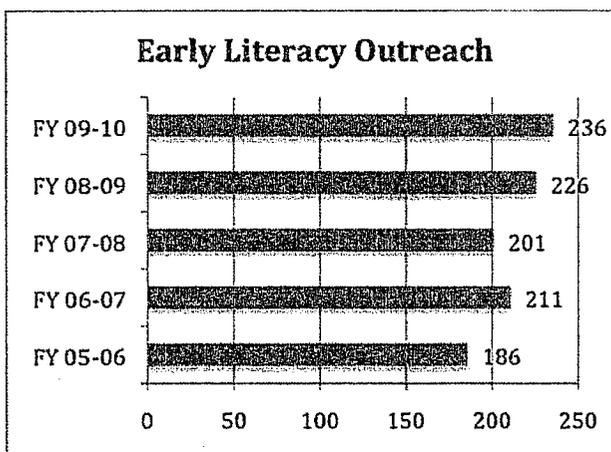
**Circulation Per Capita:** Relates to the number of library books and audio/visual materials checked out to the number of persons the library serves. This output measure is useful in gauging the collection use and whether the system is meeting its customers' needs. For comparison purposes the median visits per capita for public libraries in FY 2007- 08 with a population between 250,000 – 499,999 is 6.4. (Note: Foster City Library was closed during portions of 2009)

SMCL continued to provide new and enhanced online resources for the increasing number of people who access the library remotely. Earlier this year we launched the newly designed website known as the eBranch (smcl.org). The development of the eBranch reflects SMCL's commitment to offer virtual spaces that serve as gathering places where our diverse communities can connect and share. With close to 40,000 visits every month, the use of the eBranch has increased by 37% since the launch.

Community Engagement			
Goal 3: Raise awareness and visibility of SMCL services and increase recognition of the library as an essential community asset.	Progress Started	In Progress	Achieved/Ongoing
<b>Objective 3.1</b> Engage the community in the library experience and maximize awareness of the variety and the value of library services.	████████████████████		
<b>Objective 3.2</b> Connect with and attract potential library users through innovative methods.	████████████████████		
<b>Objective 3.3</b> Expand and strengthen strategic working relationships and assume a prominent role in our communities.	████████████████████		

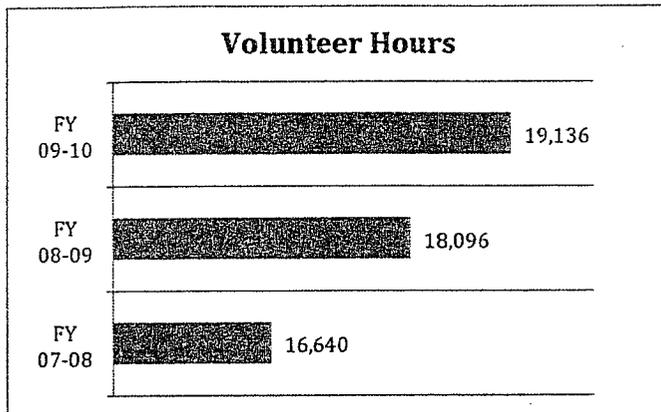
**Progress Highlights:**

The Library has been a leader in emergent literacy efforts and is known statewide for innovative services that promote reading development in young children. Besides the numerous in-library early literacy programs, services are taken out to the community where a number of outreach programs that target low-income, at-risk populations are offered. Reaching low-income families through the Raising A Reader and Reading on the Road programs, SMCL partnered with Head Start and other childcare centers; the Health Department; Prenatal to Five; Women, Infants and Children (WIC); Human Services Department; Second Harvest and other agencies, to deliver books and library services to underserved populations. Language literacy classes are being held at low-income health and nutrition clinics, women’s shelters and immigrant housing centers, and other agencies serving at-risk populations. The Library initiated several new partnerships and began providing family literacy services at Second Harvest food distribution sites and battered women’s shelters. A priority for the current year, SMCL is working to identify potential partners, strengthen current relationships and mobilize community partners to address library needs, increase awareness of library services, and reduce duplication of services.



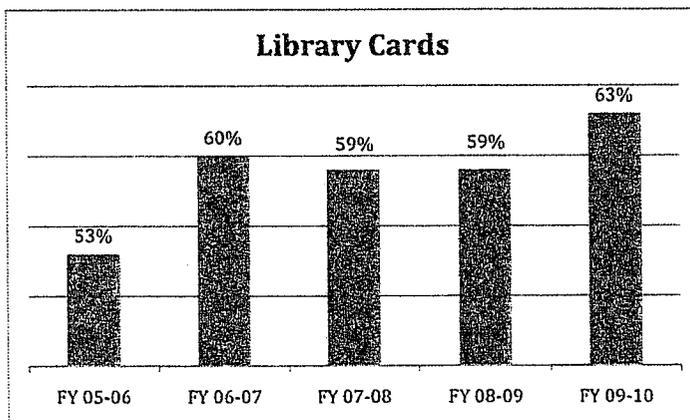
**Early Literacy Outreach:** Relates to the number of programs conducted by community services outreach staff. Programs include visits and storytimes conducted at preschools, elementary schools, childcare facilities, and other community agencies throughout the service area. This measure is an indication of the number of connections we are making to underserved children and families. (Note: Foster City Library was closed during portions of 2009)

The Library is fortunate to have strong support from our communities. The work of our wonderful community members makes a tremendous difference in the lives of the citizens of San Mateo County. The generous contributions made by our Friends of the Library groups every year enhance collections, support homework help, summer reading and other programs, and special events. Community members strongly supported the library, with thousands of dollars and thousands of volunteer hours contributed to SMCL. Volunteers enhance library services to our communities by assisting in numerous capacities and overall helping to meet the rising demand for library collections, programs and literacy support.



**Volunteer Hours:** Relates to the number of hours that volunteers assist annually at their community libraries. Volunteers enhance library services and are used for special events, projects or activities on a regular basis to assist staff. Services provided by volunteers aid the library in meeting community needs for library services.

To connect with more patrons, especially those who cannot easily access the library, new and innovative outreach services are being explored and developed. Expanding the Library's presence will increase the ability for users with limited access to branch facilities to conveniently obtain library services. Some innovative methods being explored include increasing the range of services offered with the eBranch, developing a new library card and sign-up campaign, offering convenient alternatives to obtaining library materials, and expanding the use of the bookmobile in order to deliver more books and library resources to people in the community. SMCL currently operates a bookmobile to serve the isolated unincorporated communities along the coast. Bookmobiles play an important outreach role and are an effective tool for connecting with new users, strengthening cooperative partnerships with local agencies, raising awareness of library offerings, and increasing visibility throughout the service area. Over the last several years planning of the replacement of the bookmobile began and in addition to ordering the vehicle a determination of service needs is currently being developed. The new bookmobile provides an excellent opportunity to expand service and ensure that the Library is providing comprehensive and accessible services to all members of our service area.



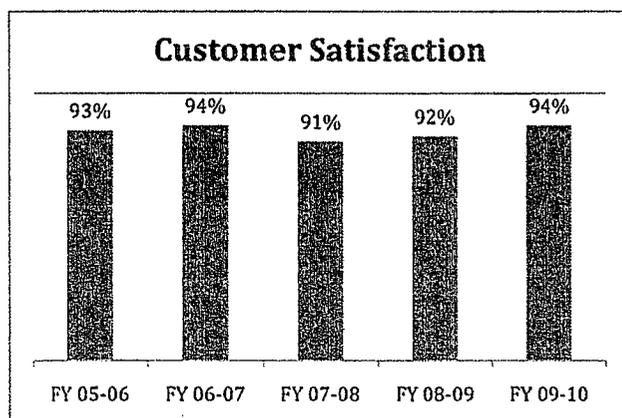
**Library Card Holders:** Relates to the number of persons registered as borrowers to the number of persons the library serves. This measure is useful in gauging the percent of potential users who know the library exists and have indicated intent to use it. For comparison purposes the average percent of registered cardholders for public libraries in FY 2007-08 with a population between 250,000 – 499,999 is 54%.

Organizational Culture			
Goal 4: SMCL will reflect and engage the community in order to anticipate and align with customer expectations.	Progress Started	In Progress	Achieved/Ongoing
<b>Objective 4.1</b> Assess and allocate resources to be a world-class library.	████████████████████		
<b>Objective 4.2</b> Attract, hire, and retain optimum levels of a dynamic and diverse staff that provide the best possible customer service.	████████████████████		
<b>Objective 4.3</b> Cultivate an environment that encourages participation, open communication among all, and recognizes team and individual contributions.	████████████████████		
<b>Objective 4.4.</b> Establish an environment that promotes leadership and stewardship to ensure the long-term health of SMCL.	████████████████████		

**Progress Highlights:**

Libraries are dynamic, evolving institutions and staff must keep their skills current in order to meet challenging needs. An internal assessment of system-wide training and staff development needs was completed last year and major areas of need were identified. A committee is currently developing a multifaceted approach to training that will cover a wide range of topics to address the needs of our diverse staff, while maximizing our investment in training by utilizing a variety of delivery methods. In addition to ensuring a well-trained workforce, it is imperative that the Library optimizes its most important resource. It has and will remain important for the Library to focus on continuous process improvements, which address increasing public use while operating within available resources. Last year, SMCL identified a staffing assessment as a system priority. The goal of the project was to receive an informed outside assessment of library branch operations that would recommend ways to improve and/or optimize staff resources, associated workflow, and task distribution. Many of the recommendations are currently underway and the implementation of the outstanding recommendations will further develop the organization to maximize operational efficiencies.

Critical to the success of the system is feedback from the public. Achieving a high level of customer satisfaction remains a priority and through customer service surveys collected each year we have received feedback particularly in the areas of customer service, library materials, and programs and events offered. This year in order to establish standardized customer satisfaction information, efforts were made to develop a new questionnaire which will enable San Mateo County Library to gauge effectiveness over time and aid in making informed, strategic choices regarding service delivery. Easily accessible opportunities to offer feedback allow stakeholders to make their ideas heard and participate in influencing services offered.



**Customer Satisfaction:** Relates to the percent of respondents rating overall satisfaction with library services as good or excellent. This output measure is a good indicator of how well the library system is responding and meeting our customers' needs.

Each year, in order to meet local community needs, library staff develops and implements Action Plans as part of the Annual Strategic Planning and Budget process. Started in conjunction with the implementation of the Strategic Plan, this process was developed to connect community library activities with shared system values and the current year's priorities and initiatives. Each library and division considers community needs and creates goals and strategies to achieve them. This year a total of 105 unique and creative goals are being implemented throughout the organization. With more people using library services and resources in the past few years, it is imperative that SMCL continue to meet the needs of library users while at the same time being fiscally responsible. To engage staff in the discussion about the future of library services during the economic downturn this year, surveys and staff forums were held to discuss ideas and solutions in order to continue providing services that patrons need most.

### Strategic Plan Next Steps

This progress report showcases the tremendous efforts of the Library JPA and staff in accomplishing our overarching goals as outlined in the Strategic Plan. Moving forward, the following key areas will be focused on in order to achieve the Strategic Goals by 2014:

- Demonstrate fiscal responsibility, implement strategies and practices that increase organizational efficiencies, and continue to focus on process improvements, which address increasing public use while operating within available resources.
- Expand and strengthen strategic working relationships and establish and/or enhance partnerships to build broad-based support and involvement from local partners and explore ways to coordinate services to create greater efficiency.
- Partner with member cities to leverage resources in order to improve facilities and create library spaces that support diverse community needs and new library service models.
- Connect with and attract potential library users through innovative methods. Target and expand virtual library services and community outreach efforts.
- Engage the community in the library experience and maximize awareness of the variety and the value of library service to build support and assume a prominent role in our communities.
- Enhance organizational participation and communication, cultivate a sense of shared responsibility, promote leadership and succession planning and focus on strategies that maximize staffing resources.

The San Mateo County Library has made great strides in the last three years and this report highlights the tremendous efforts of our dedicated and hard working employees who are responsible for these accomplishments. Our stated mission is "The San Mateo County Library provides innovative, dynamic services that connect our diverse community with opportunities for individual growth and enrichment." The Library is dedicated to achieving this mission and our strategic goals. By 2014, SMCL expects our communities to point with pride to their libraries, recognizing those characteristics which make each one unique, and valuing the similarities among them that insure every resident will receive excellent, equitable service.

**STRATEGIC PLAN ALIGNMENT:**

Goal 4: Become a learning organization that continuously assesses community needs and develops staff to provide excellent customer service; and Objective 4.4: Establish an environment that promotes leadership and stewardship to ensure the long-term health of SMCL.

This activity aligns with the goal by providing a Strategic Plan progress review to the JPA Governing Board that communicates accomplishments and outlines future goals and objectives of the Strategic Plan to achieve the SMCL Mission and Strategic Goals by 2014.

**FISCAL IMPACT:**

There is no fiscal impact associated with accepting this report.

**RECOMMENDATION:**

Recommend Governing Board acceptance of the Strategic Plan Update Report. Operations Committee members present at the October 19, 2010 meeting concur with this recommendation.

# ATTACHMENT N

1 **FIRST RESTATED JOINT POWERS AGREEMENT BETWEEN THE COUNTY**  
2 **OF SAN MATEO AND THE CITIES OF ATHERTON, BELMONT, BRISBANE,**  
3 **EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, MILLBRAE,**  
4 **PACIFICA, PORTOLA VALLEY, SAN CARLOS, AND WOODSIDE,**  
5 **RELATING TO LIBRARY SERVICES**  
6

7 This is an agreement between the County of San Mateo and the cities of Atherton,  
8 Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica,  
9 Portola Valley, San Carlos, and Woodside (hereinafter "Parties"), relating to the joint  
10 exercise of powers over library services throughout the San Mateo County Library  
11 System.

12 **WHEREAS**, the San Mateo County Free Library System (hereinafter the  
13 "Library System"), has authority to provide library services within its jurisdiction, and is  
14 governed by the San Mateo County Board of Supervisors; and

15 **WHEREAS**, the Parties have independent authority to provide library services  
16 within their jurisdictions; and

17 **WHEREAS**, the provision of Library services to the residents of the  
18 unincorporated area of the County and to the residents of the other Parties is enhanced  
19 and made more efficient by a coordinated program among the public entities who  
20 comprise the Library System; and

21 **WHEREAS**, the Joint Powers Law (Government Code '6500 et. seq.) permits  
22 public entities, after receiving the prior consent of their respective legislative bodies, to  
23 jointly exercise powers common to the contracting parties, including the power to  
24 provide for library services; and

25 **WHEREAS**, a Joint Powers Agreement between the parties was approved in  
26 1999, and in November 2003 the Library Joint Powers Governing Board ("Governing

1 Board”) recommended that certain changes be made in the original Joint Powers  
2 Agreement to clarify the authority of the Governing Board and to make other changes to  
3 the nature of the agreement between the parties, as defined in the Joint Powers  
4 Agreement; and

5 WHEREAS, this First Restated Joint Powers Agreement replaces the Joint  
6 Powers Agreement approved in 1999.

7 NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL  
8 PROMISES AND COVENANTS CONTAINED HEREIN, the Parties to this  
9 agreement agree as follows:

10 I. Establishment of Library Joint Powers Authority; Purpose of  
11 Agreement

12 A. Joint Powers Authority Created

13 The Parties to this Agreement, with the consent of their respective legislative  
14 bodies, acting on or before May 30, 2004, hereby join together for the purpose of  
15 providing extended library services within their communities and establishing a Library  
16 Joint Powers Authority (hereinafter “Library JPA”) to exercise the powers described  
17 herein. The Library JPA shall be an entity which is separate from the parties to this  
18 Agreement and shall be responsible for the administration of this Agreement. Except as  
19 otherwise provided herein, the debts, liabilities and obligations of the Library JPA shall  
20 be the debts, liabilities and obligations of the entity and not the debts, liabilities, and  
21 obligations of the parties to this Agreement. This Agreement replaces the JPA  
22 Agreement approved in 1999. Any debts, liabilities, and obligations assumed by the

1 Parties under the 1999 JPA Agreement remain in full force and effect to the extent they  
2 are not inconsistent with the terms and conditions of this Agreement.

3 **B. Purpose and Functions of the Library JPA**

- 4 1. Provide policy direction and governance for the Library System.
- 5 2. Carry out the functions required by this Agreement.
- 6 3. Approve the budget and disposition of revenues for Library  
7 System Services.
- 8 4. Approve and oversee the services and programs of the Library System.

9 Subject to the limitations related to the status of the Library System as designated  
10 in I.C. below, and subject to the parameters of this Agreement and the agreement for  
11 County employees to serve as Library staff, it is the intent of the Parties that the Library  
12 JPA shall have full and complete discretion for Library operations and policy.

13 **C. Library JPA Operating Rules and Restrictions - Designation**

14 The Library JPA shall operate under and be governed by the rules and regulations  
15 and legal restrictions and requirements applicable to the San Mateo County Free Public  
16 Library as established under State Education Code Section 19400.

17 **D. Additional Parties**

18 Additional cities may become Parties to this Agreement on such terms and  
19 conditions as may be approved by a majority of the total membership of the Library Joint  
20 Powers Governing Board (hereinafter "the Governing Board"). One condition to  
21 participation shall be that all Parties and their residents shall have reciprocal access to  
22 library facilities, materials and services of all other Parties.

23

1           **E.     Terms of Agreement; Termination and Withdrawal**

2           1.     This Joint Powers Agreement shall commence upon (1) the date it has  
3     been executed by the County and all of those cities which have acted to approve the  
4     agreement within the timeframe stipulated in Section I.A., or (2) the date the Staff  
5     Services Agreement referred to in Section IV.A., below, is executed by the Governing  
6     Board and County, whichever date is later. The Agreement shall continue, uninterrupted,  
7     until two-thirds of the members vote to terminate the Agreement, in which case, the  
8     Agreement shall terminate on June 30 of the following fiscal year. An individual Party  
9     may withdraw from this Agreement upon the giving of written notice by July 1<sup>st</sup> of its  
10    intent to withdraw from the Library JPA effective July 1st of the following fiscal year.  
11    For purposes of this JPA, the fiscal year shall run from July 1st of one calendar year to  
12    June 30th of the following calendar year. The withdrawal of any Party from this  
13    Agreement shall in no way affect the rights and obligations of the remaining Parties. If a  
14    Party withdraws from this Agreement, such Party shall not be entitled to the return of any  
15    funds contributed to the Library JPA. Such Party shall take on the obligation to provide  
16    all library services to its residents. In this eventuality the County shall pay to the  
17    withdrawing agency all subsequent library property tax proceeds collected in the  
18    withdrawing Party's jurisdiction. At the time of the withdrawal, the Parties may agree  
19    to allow the withdrawing party to retain books and other library materials, furniture and  
20    equipment obtained by the JPA, on the condition that such property and materials will be  
21    used for public library purposes and available to all residents of San Mateo County at no  
22    charge.

1           2.       In the event a Party fails to make any required contribution as set forth in a  
2 budget approved in accordance with Section VI of this Agreement or otherwise fails to  
3 approve the budget adopted by the Governing Board, the Party shall not receive services  
4 to be paid for by that Party's required contribution.

5           **F.       Disposition of Property Upon Termination**

6           Upon termination of this Agreement, any surplus money on hand shall be returned  
7 in proportion to the contributions made by the Parties who are still active members at the  
8 time of termination. Upon termination, title to all property, including facilities, buildings,  
9 materials and equipment owned by a Party upon execution of this Agreement shall  
10 remain in the ownership of that Party. All property acquired by the Library JPA during  
11 the term of this Agreement shall become the property of the Library System. However, if  
12 any Party agrees to ensure that such property and materials will be used for public library  
13 purposes and available to all residents of San Mateo County at no charge, then said  
14 property and materials shall remain where they are housed at termination.

15       **II.       Library Policies**

16           All policies relating to the provision of library services, including hours,  
17 organization, staffing levels and type, and other services, shall be determined by the  
18 Governing Board, unless specifically delegated to the Operations Committee. Current  
19 policies with respect to the Library System shall continue in full force and effect until  
20 changed by the Governing Board, or Operations Committee if so delegated by the  
21 Governing Board. In addition, the Library System remains subject to State law with  
22 respect to libraries, including Education Code section 19146 which vests power to select  
23 materials in the County Librarian.

1     **III.     Governing Board of Library JPA**

2             **A.     Creation of Governing Board; Composition**

3             There is hereby created the Governing Board which shall administer this  
4     Agreement. The Governing Board shall be comprised of one representative from each  
5     Party, selected by the Party from the elected legislative body of that Party. Each Party  
6     may designate one alternative representative who will be a member of that Party's  
7     legislative body. The selection process and length of tenure for each Governing Board  
8     representative and any alternate shall be determined by the governing body of each Party.  
9     Governing Board representatives shall serve without compensation. The policies of the  
10    Library System shall be directed by the Governing Board, provided that policies  
11    regarding the terms and conditions of employment shall be within the province of the  
12    County so long as the County provides the services set forth in any Staff Services  
13    Agreement entered into by and between the Library JPA and the Governing Board, as  
14    described in Section IV.A., below.

15            **B.     Actions of the Governing Board**

16            Actions of the Governing Board shall be taken only if a quorum is in attendance,  
17    and shall be effective upon approval of a majority of the members present. A quorum is  
18    one more member than half of the total membership. The Governing Board shall select a  
19    Chair and Vice-Chair and shall meet at least annually to consider and approve the  
20    operating and capital budget of the Library JPA for the next fiscal year and to elect  
21    officers. The Board may also hold other special meetings as convened by the Chair.

22

23

1           **C.     Powers of Governing Board**

2           1.     The Library JPA, through its Governing Board, may acquire, purchase,  
3     lease, own or dispose of property and equipment, and make and enter into contracts, as  
4     may be required to meet the purposes of this Agreement. It may employ agents and  
5     employees, operate public works improvements and facilities, sue and be sued in its own  
6     name, incur debt, and invest surplus funds.

7           2.     The Governing Board is responsible for establishing policies for the  
8     Library JPA in accordance with this Agreement, within the limits of the approved annual  
9     budget. The Governing Board shall create, adopt and maintain by-laws and related  
10    policies to provide for the conduct of its business.

11          3.     The Governing Board shall submit an annual budget for Library Services  
12    to the County Board of Supervisors for its approval.

13          4.     The Governing Board may delegate any or all of these powers, except the  
14    power to sue and be sued and approval of an annual budget, to the Operations Committee  
15    or County Library Director for purposes of program development and implementation or  
16    policy formulation.

17           **D.     Operations Committee**

18          Subject to the direction of the Governing Board, the Operations Committee shall  
19    be responsible for administration and oversight of the day to day operations of the  
20    Library System, working through the County Library Director. The Operations  
21    Committee will be comprised of the Chief Executive Officer of each city which is a  
22    Party, or his/her designee, and the representative designated by the County ("County  
23    Representative"). Operations Committee Members will serve without consideration of

1 terms or tenure and without additional compensation. The Operations Committee will  
2 meet at least quarterly, but may meet more often, upon the call of its Chair, as needed.  
3 Actions of the Operations Committee shall be taken only if a quorum is in attendance,  
4 and shall be effective upon approval of a majority of the members present. A quorum is  
5 one more member than half of the total membership.

6 **E. Notice of Meetings**

7 Notice of the time and place of all regular meetings shall be given in accordance  
8 with the Ralph M. Brown Act and shall be posted in all community libraries in the  
9 Library System. The Library Director and Governing Board Chair shall be responsible  
10 for the preparation and posting of the Board's agenda in compliance with the Brown Act.  
11 The Library Director and the Operations Committee Chair shall be responsible for the  
12 preparation and posting of the agenda for the Operations Committee in compliance with  
13 the Brown Act.

14 **F. Bylaws**

15 The Governing Board shall adopt bylaws necessary to the smooth and successful  
16 implementation, administration, and operation of the Library JPA. The bylaws shall  
17 become operative upon approval by a majority vote of the Governing Board. The  
18 Governing Board may amend the bylaws by a majority vote of the Governing Board.

19 **G. Personnel Committee**

20 1. The Personnel Committee shall consist of: the Governing Board Chair and  
21 Vice-Chair; the County Board of Supervisors' member of the Governing Board (if such  
22 member is not serving as Chair or Vice-Chair); the County Representative; and the Chair  
23 of the Operations Committee (or Vice-Chair if the County Representative is serving as

1 Chair of the Operations Committee).

2 2. The Personnel Committee shall perform the following functions:

3 a. Serve as a forum for dispute resolution resulting from the Staff  
4 Services Agreement, or other matters involving services provided  
5 to the Library JPA by County staff.

6 b. With input from the full Governing Board, conduct performance  
7 reviews of the Library Director and make recommendations to the  
8 County as the final authority.

9 c. Initiate and conduct a recruitment and selection process for Library  
10 Director, in consultation with the Governing Board. The Personnel  
11 Committee will present a list of up to three qualified candidates  
12 with a recommendation to the County Representative for final  
13 selection and appointment.

14 **IV. Employees**

15 **A. Staff Services Agreement**

16 1. The Library JPA shall contract with the County to provide a Library  
17 Director, and may contract with the County to provide other staff services. Such staff  
18 shall be subject to the County's labor agreements and personnel rules. All costs of such  
19 services shall be paid for from Library JPA funds. The County will consult with the  
20 Governing Board regarding any personnel rule changes which impact Library staff. The  
21 Library JPA also may contract with any other Party or may employ its own personnel for  
22 additional personnel services deemed necessary, provided that any such additional  
23 personnel services do not conflict with the Staff Services Agreement, or interfere with the

1 obligations of the County, the Library Director or Library staff employed by County  
2 arising out of the employment relationship.

3         2.       The Staff Services Agreement with the County shall describe the County's  
4 responsibilities for the administration of the policies adopted by the Library JPA  
5 Governing Board. The agreement shall also describe the Library Director's  
6 administrative responsibilities with the County.

7         3.       Provided the Governing Board complies with the notice provisions for  
8 termination contained in the Staff Services Agreement, the Library JPA may arrange for  
9 staffing services from other sources, or may become the direct employer of Library  
10 Services staff. The Governing Board and the County may mutually agree to change,  
11 instead of terminating, the Staff Services Agreement.

12         **B.       Library Director**

13         1.       The Library Director shall be appointed and employed by the County of  
14 San Mateo. Unless otherwise designated by the Governing Board and approved by the  
15 County Representative, the Library Director shall have the duties and responsibilities of  
16 County Librarian as provided for in State law.

17         2.       The terms of employment shall be determined by the County and shall be  
18 contained in a position classification.

19         3.       Under the direction of the Governing Board, the Library Director  
20 determines the scope and nature of library services and needed plans for the expansion  
21 and modification of library services. The Library Director reports to the County on  
22 administrative matters in accordance with the Staff Services Agreement.

1     **V.     Support Services**

2             **A.     General Support Services**

3             1.     The Governing Board may contract to provide other administrative  
4     services such as legal, purchasing, payroll, budget and other support services to the  
5     Library JPA with the costs of these services paid for from Library JPA funds; provided  
6     that the Governing Board may not contract for payroll services or other employee related  
7     support services (including, by way of example, classification, compensation,  
8     employment benefits, labor negotiations, performance, discipline and workers  
9     compensation or assignment matters) provided to any employees covered by the Staff  
10    Services Agreement.

11            2.     Subject to Agreement with the County, the Governing Board may add  
12    other administrative services to the Staff Services Agreement.

13            **B.     Treasurer**

14            1.     The County Treasurer shall perform the statutory duties required by the  
15    Government code for the Library JPA.

16            **C.     Controller/Auditor**

17            1.     The County Auditor/Controller shall perform the statutory duties required  
18    by the Government Code for the Library JPA.

19            2.     The Governing Board has the authority to contract for accounting services  
20    or to perform them with its own employees.

21            3.     The Governing Board has the authority to contract for auditing services.  
22    The County shall retain the authority to conduct its own audits of the Library JPA at no  
23    cost to the Library JPA.

1           **D.    Legal Counsel**

2           The Library JPA shall employ its own Counsel or designate one of its members  
3 to provide legal services, with the consent of that member.

4   **VI.   Financial Provisions**

5           **A.    Annual Budget**

6           1.     The Governing Board shall adopt and submit annually to the County  
7 Board of Supervisors a budget containing the estimates in detail of the amount of money  
8 necessary for the Library Services for the ensuing year, together with an estimate of all  
9 revenues other than tax revenues which are anticipated. The Governing Board's proposed  
10 budget shall be submitted in a format acceptable to the County and on a schedule as  
11 established by the County Manager. The Board of Supervisors, acting on the  
12 recommendation of the Governing Board, shall adopt by July 1st of each year an annual  
13 operating budget for the Library JPA setting forth anticipated expenses, financing sources  
14 and proposed service levels necessary to carry out the purposes of this Agreement.

15          2.     The estimate of total expenditures, as finally fixed and adopted by the  
16 Board of Supervisors, constitutes the appropriation for the Library Services for the period  
17 for which the budget is intended to apply. The Governing Board shall have authority to  
18 expend funds within the appropriations for the Library Services as defined in this section,  
19 except that the monies specified in the Governing Board's budget for salaries and  
20 employee benefits, fixed asset purchases or capital expenditures shall not be exceeded  
21 without a transfer or other appropriate augmentation of said budget category as  
22 authorized by standard County policies and procedures. The fiscal year for the Library  
23 JPA shall be from July 1st of each calendar year to June 30th of the following calendar

1 year. Immediately after approving the annual budget, the Governing Board shall refer the  
2 budget to the governing bodies of the Parties for the purposes of securing from them any  
3 necessary contributions and/or appropriations as set forth in the budget. Each Party shall  
4 deposit its monetary contribution as specified in the adopted budget with the Library JPA  
5 Treasurer on or before August 1st of each fiscal year, or at any other schedule approved  
6 by the Governing Board and the Party. If a Party fails to pay its annual contribution, it  
7 shall not receive services to be paid for by that contribution. Any individual Party may  
8 enhance Library services at particular libraries with additional funds contributed by that  
9 Party.

10 **B. Revenues**

11 1. The Parties to this agreement hereby reconfirm existing Library System  
12 revenue sources and commit to their continuance at their current proportion to the extent  
13 permitted by general law. These revenue sources include:

- 14 a. San Mateo County Free Public Library Property Tax
- 15 b. Motor Vehicle in Lieu tax distributed to libraries
- 16 c. Public Library Fund
- 17 d. State and Federal Library Services Act funds
- 18 e. Interest
- 19 f. Other monies which may be appropriated by the State Legislature  
20 for the specific benefit of county public libraries

21 2. The Governing Board is authorized to apply directly for grants and  
22 donations. All such revenues shall be deposited and accounted for by the Library JPA  
23 Treasurer.

1           **C.     Library Funds**

2           The revenue derived from taxes or other monies allocated to the County free  
3 public library shall be deposited with the County Treasurer as required by State Law and  
4 shall be paid out for the purposes authorized in this Agreement. Other monies acquired  
5 by gift, devise, bequest, or otherwise by or for Library Services, to the Library JPA, shall  
6 be paid into either the County Treasury or other fund maintained by the Library JPA, and  
7 shall be paid out for the purposes authorized in this Agreement.

8           **D.     Allocation of Property Tax Dollars**

9           Notwithstanding any other provision of this Agreement, for each fiscal year the  
10 library service revenue allocated to libraries in each city shall not be less than the  
11 estimated library property tax revenue attributable to property located in that city. It shall  
12 be the responsibility of the Governing Board to develop a budget which guarantees this  
13 provision. In the event that the allocated library service revenue exceeds the amount  
14 required to maintain the minimum library service for each city as described in this  
15 Agreement, such excess funds shall be spent on library related activities within that city  
16 (hereinafter, "Donor City") including, but not limited to, facility maintenance, facility  
17 remodeling or expansion, increased service hours, or increased book purchases, as  
18 mutually agreed by the Library JPA and the city council of the affected Donor City.

19           **E.     Minimum Service Levels**

20           1.     The Parties to this agreement agree to minimum service levels as follows,  
21 provided revenues are maintained at the 2003-2004 fiscal year level:

22           a.     For Parties of less than 10,000 in population, base library service shall be  
23                 40 hours per week and for Parties of over 10,000 in population, base

1 library service shall be 60 hours per week. The County has agreed to  
2 contribute \$275,000 in General Fund monies to support Library operations  
3 in 2003-2004. Starting in fiscal year 2004-05, the County may reduce this  
4 contribution at its discretion. However, such support shall not be reduced  
5 by more than \$91,667 per year; provided that, if the County elects to forgo  
6 some or all of the reduction allowed in a given year, the County may add  
7 the reduction it elected to forgo to any reduction allowed in a subsequent  
8 year.

9 b. Unincorporated area residents are currently served at libraries located in  
10 and maintained by City members and operated by the Library JPA or by a  
11 City itself. Since the County does not have a discrete library branch it has  
12 been the practice of the Governing Board to allocate Library property tax  
13 monies collected in the unincorporated areas to fund access agreements  
14 with Redwood City and Daly City and to insure minimum service levels at  
15 all San Mateo County Library branches. All Parties to this Library JPA  
16 recognize that the discretion the Governing Board has with respect to the  
17 unincorporated area tax revenues is crucial to the continued functioning of  
18 the Library Services and the provision of minimum services to all  
19 members.

20 c. The County may from time to time request that the level of service to a  
21 particular unincorporated area be examined to insure adequate and  
22 comparable service. When such a request is made, Library staff or an  
23 independent library consultant working with the Library staff, shall

1           prepare a report, with input from community representatives and other  
2           stakeholders identified by the County, objectively comparing service  
3           levels on a system wide basis in comparable city areas with that provided  
4           to the subject unincorporated areas. The analysis shall take into  
5           consideration such factors as community needs, hours of service,  
6           collection materials and accessibility, as well as relative population  
7           density. To the extent that the unincorporated service level is  
8           demonstrably less than that provided to similar incorporated areas on a  
9           system-wide basis, the Governing Board shall have an obligation to  
10          complete a study of this service deficiency within 12 months, and bring  
11          service to a level comparable with other similarly situated areas in  
12          member city jurisdictions, within the subsequent 12 months.

13           2.     Bookmobile service will continue on the 2003-04 schedule, with minor  
14          adjustments to be made by the Library Director as he/she deems appropriate, and with  
15          major changes to be approved by the Governing Board.

16           3.     Administrative, collection and technical services support will be provided  
17          appropriate to each branch's public service hours. Administration and other central  
18          services, regional services, access agreement payments to other libraries, collection  
19          replacement, and a base service level of 40 or 60 hours per Party will be funded with  
20          Library System revenues, subject to the property tax restriction identified in VI (D).

21           4.     Each Party may supplement revenues to provide for enhanced services at  
22          individual library facilities, but no Party shall be required to make a revenue contribution  
23          for additional services beyond the minimum service levels provided for in this agreement.

1           5.     In the event that library revenues are not sufficient to provide minimum  
2 service levels, the Governing Board shall reduce services as necessary. Service  
3 reductions will be implemented with consideration to maintaining services to all areas  
4 and populations, while maintaining the revenue allocations specified in Section VI (D).

5           6.     Each city has the right to use its allocated library services revenues for  
6 facility maintenance costs or library patron services. The service levels defined in this  
7 agreement for each city are based on the assumption of responsibility for library facility  
8 maintenance and repair as described in Section VII (B). However, notwithstanding the  
9 provisions of Section VII (B), each city may elect to accept a reduction in the level of  
10 service to which it would otherwise be entitled in return for a corresponding reduction in  
11 its obligation for maintenance and repair costs. Such election by a city must be  
12 accompanied by a resolution duly adopted by the City Council of said city.

13           F.     Half Moon Bay Facility

14           In the event the City of Half Moon Bay decides to either replace or significantly  
15 remodel and expand the Half Moon Bay Library, the County agrees to contribute 50% of  
16 the costs associated with any such replacement or remodeling in recognition that  
17 approximately 50% of the population served by the Half Moon Bay Library comes from  
18 unincorporated areas. If there is a significant change in the unincorporated area  
19 population either by annexation to the City of Half Moon Bay or incorporation of a new  
20 city, then the County contribution to the remodel or expansion of the Half Moon Bay  
21 Library will be renegotiated by the County and the City of Half Moon Bay. Any budget  
22 for such facility construction must be mutually agreed to by the County Board of

1 Supervisors and the Half Moon Bay City Council prior to the County making this  
2 contribution.

3 **G. Library Administration Building**

4 1. The Tower Road building is owned by the County and is dedicated for the  
5 use of the Library JPA. The building operations costs shall be paid from Library JPA  
6 funding sources.

7 2. The Governing Board may investigate and implement building operations  
8 and maintenance arrangements independent of the County, in which case the building  
9 charges would be adjusted accordingly.

10 **H. Waiver of Property Tax Allocation Fee**

11 The County agrees that it shall waive the imposition of the Property Tax  
12 Allocation Fee for Library property tax revenue collected from the unincorporated areas,  
13 estimated at \$43,000 in FY 2003-04. The County may reduce this contribution at its  
14 discretion; however, this contribution shall not be reduced by more than \$14,333 per  
15 year, provided that, if the County elects to forgo some or all of a reduction allowed in a  
16 given year, the County may add the reduction it elected to forgo to any reduction allowed  
17 in a subsequent year.

18 **VII. Property**

19 **A.** The materials in the Library collection and all furniture and equipment  
20 used for Library services shall be and remain the property of the Library System on  
21 termination of this Agreement except as otherwise provided in Section I (E). Insurance  
22 for this material is the responsibility of the Library JPA.

23 **B.** Maintenance, repair and all capital improvements to new and existing city

1 library facilities shall be the responsibility of the facility owner, or pursuant to an  
2 agreement approved by the Governing Board and the facility owner.

3 **VIII. Insurance Provisions**

4 A. The County shall add the Library JPA to its existing excess liability  
5 insurance coverage and shall maintain such coverage in full force and effect during the  
6 life of the Agreement. Coverage and limits shall be equivalent to that provided to  
7 Agencies and Departments of the County.

8 B. Unless the parties determine otherwise, County shall provide for the  
9 defense of any claims or litigation within the self-insured retention limits set forth in  
10 subsection A.

11 C. Any out of pocket expense or loss, by way of judgment or settlement,  
12 arising out of the operation of this Agreement, within the limits of the County's self-  
13 insured retention shall be paid from the Library JPA funds, including, but not limited to,  
14 all costs of defense, including attorneys' fees. Any additional costs incurred by County  
15 in adding the Library JPA to its excess liability insurance coverage shall be borne by the  
16 Library JPA.

17 **IX. Notices**

18 The Library Director shall file all notices with the Secretary of State as required  
19 by Government Code Section 6503.5 and shall be responsible for any other notices  
20 required by law.

21 **X. Amendments**

22 This Agreement may be amended by a 2/3rds vote of the Parties to this  
23 Agreement. In the event there is a change in law affecting a material term of this

1 Agreement, the Parties agree to engage in good faith negotiations on a successor  
2 agreement within 45 days being notified of the change in law.

3 **XI. Authorization and Execution**

4 By the execution of this Agreement, each Party hereby authorizes its respective  
5 Chief Elected Official to execute such documents as may be necessary to carry out the  
6 terms of this Agreement. This Agreement may be signed in counterparts, each of which  
7 shall be deemed an original, and all of which constitute one and the same agreement.

ATTACHMENT O

THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY

The County of San Mateo and certain cities within the County of San Mateo have entered into a Joint Powers Agreement establishing the Library Joint Powers Authority (hereinafter referred to as the "Library JPA"). The Library JPA hereby adopts the following Bylaws for the purpose of providing for the orderly conduct of its affairs.

ARTICLE I.

NAME.

The name of the separate entity established by the Joint Powers Agreement is the "San Mateo County Library Joint Powers Authority" and may be referred to as the "Library JPA." The Library JPA is charged with the governance of the San Mateo County Free Public Library system pursuant to the Joint Powers Agreement.

ARTICLE II.

PURPOSES.

The Library JPA shall have the purposes established by the Joint Powers Agreement. In addition, the JPA shall::

- A. Authorize the submission of applications for federal, state, local, and private grants and approve acceptance of such grants as are received, and allow for the delegation of this responsibility to the Library Director.
- B. Advise the County concerning the job performance of the Library Director and concerning any issues regarding the Staff and Services Agreement between the Library JPA and the County.
- C. Act in an advisory capacity to each City Council and the Board of Supervisors in all matters pertaining to public library services and the services of the library system.
- D. Make appointments to advisory boards and other groups with which the Library JPA is affiliated including the Peninsula Library System Advisory Board.
- E. Consult with support groups and citizens on the development and delivery of library services.
- F. Accept contributions, or authorize the Library Director to accept contributions, of money or

1 property to the Library system and make appropriations in accordance with any limitations  
2 imposed by the contributors on the appropriate distribution and use of such gifts, and the  
3 Library JPA budget.  
4

5 ARTICLE III.

6 MEMBERS; GOVERNING BOARD.

7 Governing Board membership shall be as established by the Joint Powers Agreement.

8 A. If both the member and the alternate as described in the JPA will be absent, the City  
9 Council or Board of Supervisors may designate a substitute for that meeting and notify the  
10 Library JPA, in written notice to the Library Director, of the designation.

11 B. Members are expected to attend all meetings of the Board. A member, or designated  
12 representative, who is unable to attend a given meeting, shall give advance notice of his/her  
13 inability to attend to the Board Chair or to the Library Director.

14 C. If any member, or designated representative, fails to attend three consecutive meetings, the  
15 Chair will notify the City Council or Board of Supervisors to encourage future participation.

16 D. The Governing Board may appoint such committees as may be necessary from time to  
17 time. The Governing Board shall appoint a Personnel Committee in accordance with the  
18 Library JPA.

19 E. Members of the Governing Board and the designated representatives shall comply with  
20 State and Federal conflict of interest laws and regulations.

21  
22 ARTICLE IV.

23 OFFICERS.

24 A. The Governing Board will elect a Chair and Vice Chair annually not later than June. Voting  
25 shall be public. The Chair and Vice Chair shall be voting members of the Governing Board.  
26 New officers shall assume office the first day (July 1) of the next Fiscal Year.

27 B. It shall be the duty of the Governing Board Chair to preside at the meetings of the  
28 Governing Board, call special meetings when necessary and to perform other duties as  
29 ordinarily pertain to the office of Chair. The Chair shall set the agenda in conjunction with the  
30 Library Director and the Operations Committee Chair.

31 C. The Vice Chair shall have all the powers and duties of the Chair in his or her absence.

32 D. The term of office for the Chair and Vice Chair shall commence as stated in paragraph A  
33 above, and run for a period of one year. No person shall hold the same office for more than two  
34 consecutive terms.

1 E. Nomination for officers shall be made from the floor. Nominations shall be made by voting  
2 members of the Governing Board only. Nominations and election of the Chair shall precede  
3 nominations and election of the Vice Chair.

4 F. A special election shall be called by the Governing Board if the Chair and/or Vice Chair is  
5 unable to serve a full term of office. The newly elected member shall serve the remaining term  
6 of that office and this remaining term shall be considered a term in determining consecutive  
7 terms.

8 G. All officers shall serve without compensation.

9 H. The Chair or Vice Chair may be removed from office at any time by majority vote of the  
10 Governing Board.

11  
12 ARTICLE V.

13 OPERATIONS COMMITTEE; OFFICERS.

14 A. The Operations Committee shall be responsible for advising the Library Director and  
15 Library Governing Board on budget and operational issues of the library system.

16 B. The Operations Committee shall elect a Chair and Vice Chair from among its members  
17 annually.

18 C. It shall be the duty of the Chair to preside at the meetings of the Operations Committee, call  
19 special meetings and set the agenda in conjunction with the Library Director.

20 D. The Vice Chair shall have all the powers and duties of the Chair in his or her absence.

21 E. The term of office for the Chair and Vice Chair shall commence on July 1 and be for a  
22 period of one year. No person shall hold the same office for more than two consecutive terms.

23 F. Nomination for officers shall be from the floor. Nominations shall be made by members of  
24 the Operations Committee only. Nominations and election of the Chair shall precede  
25 nominations and election of the Vice Chair.

26 G. The Operations Committee may appoint such other committees as may be necessary from  
27 time to time.

28  
29  
30  
31 ARTICLE VI.

1 MEETINGS.

2 A. The Governing Board shall establish by resolution the date, time and place for regular  
3 Library JPA meetings. The Governing Board may call for or set special meetings as deemed  
4 necessary.

5 ARTICLE VII.

6 CONDUCT OF BUSINESS.

7 A. Except as otherwise provided in these bylaws, or by a majority vote of those present,  
8 Roberts Rules of Order, Revised, shall constitute the parliamentary authority for the Library  
9 JPA Governing Board and Operations Committee.

10 B. For all meetings, the Governing Board and Operations Committee may use a consent  
11 calendar containing items generally non-controversial in nature. Any Governing Board or  
12 Operations Committee member, staff or member of the public may request that an item be  
13 taken from the consent calendar and voted on separately.

14 C. The Governing Board agenda order of business may be revised by the Chair with the  
15 concurrence of the Board.

16 D. The public shall have an opportunity to speak on any Governing Board agenda item. The  
17 Chair, with the concurrence of the Board, may set parameters for the nature and length of any  
18 comments.

19 E. Action may be taken on items not appearing on the posted agenda only in compliance with  
20 provisions of the Ralph M. Brown Act.

21 F. The Library Director shall prepare or cause to be prepared such reports, studies and  
22 recommendations as may be requested by the Board to assist in the conduct of business,  
23 including financial reports.

24 G. The Library Director shall be responsible for the maintenance of proper records and files  
25 pertaining to Board business.

26  
27 ARTICLE VIII.

28 ADOPTION OF BUDGET; PROCEDURES.

29 A. The budget for the Library JPA will be adopted annually by the Governing Board.  
30 Preliminary study sessions or special meetings will be established by the Chair as needed.  
31 Governing Board members may request the Chair to call such sessions or meetings. A  
32 preliminary budget shall be prepared by the Library Director and reviewed and approved by the  
33 Operations Committee and presented to the Governing Board for approval prior to July 1 each  
34 year. A revised final budget shall be prepared and presented to the Governing Board for

1 approval prior to October 15 each year.

2  
3 ARTICLE IX.

4 ADOPTION AND AMENDMENT OF BYLAWS.

5 A. These Bylaws shall become effective upon an affirmative vote of a majority of the  
6 Governing Board.

7 B. The Bylaws may be amended by a majority vote of the Governing Board. Proposed  
8 amendments shall be proposed in writing and distributed to all members at least five (5) days  
9 prior to the meeting at which they are to be considered. The Governing Board shall vote on the  
10 proposed amendment at the soonest practicable regular meeting date.

11  
12 ARTICLE X.

13 CONFLICT BETWEEN BYLAWS AND JOINT POWERS AGREEMENT

14 A. In the event of a conflict between these Bylaws and the Joint Powers Agreement, the latter  
15 shall prevail.

## **Atherton Dames Luncheon – October 18** **Barbara zu Putliz residence Atherton Ave.**

Re-cap by Frauke Janssen, Dames' Co-President:

*“My special thanks goes to Barbara zu Putlitz who opened her home on October 18th for us. Twenty-two Dames came together as we enjoyed a closer look at local artist Charlie Hays' beautiful work. The artist discussed her work which is colorful, contemporary, and reflects emotions and experiences. Thank you very much Charlie for enriching our get together. With the help of Moni Schlotter and Jeannie di Bartolo, who cooked a truly amazing lunch, we enjoyed a wonderful time on a terrific fall day. Thank you ladies for all your hospitality and friendship. I am glad to announce that the luncheon raised \$555 for the park. Thank you all for your generous donations.”*

## **Council of Cities Dinner – San Carlos – October 26**

### **Mayor Diversity Award – Redwood City – October 30**

Mayor Widmer nominated Theresa DellaSanta and because he was out of town at the time of this event, I had the honor to present the 2012 Mayor's Diversity Award to her. This was the 4<sup>th</sup> annual event coordinated by Jorge Jaramillo, Chairman, Board of Directors of the San Mateo County Hispanic Chamber of Commerce, and was extremely well attended. The Master of Ceremonies was the Honorable Jerry Hill, California Assembly Member District 19 with Special Guest Rich Gordon, California Assembly member District 21.

### **Silicon Valley Leadership Group**

#### **Annual Public Policy Luncheon– November 2**

#### **With Governor Jerry Brown, Reed Hastings, CEO Netflix and David Cush, CEO Virgin America**

The panel moderator was an editor from the San Jose Mercury news and provided an in-depth, interactive discussion on California's Competitiveness.

Also former State Senator Joe Simitian gave a brief tribute to Gary Fazzino, former long-time City of Palo Alto Council Member and many times Mayor who recently died.

Congresswoman Anna Eshoo presented lifetime achievement awards to John Doerr and John Johnson.

### **ABAG and C/CAG Workshop – San Carlos – November 8**

Presentation of the **PLAN Bay Area** and **One BayArea** regarding investment strategies for preferred land use and transportation in our 9-Bay Area Counties.

This was an hour workshop before the regularly scheduled C/CAG meeting which Council Member Carlson attended. I did not stay for the C/CAG meeting.

Matt Grocott, Vice Mayor San Carlos questioned the apparently disproportionate amount of state funds being allocated (70%) to this PLAN Bay Area and the high-density development around the El Camino Real corridor and TODs. He has been a member of B-PAC, a bicycle and pedestrian coalition for several years and he has seen funding for their projects literally dry up.

Richard Napier was a presenter and also indicated that he felt the 70% was “high”. I would like to have our council have some discussion about this and take a position before it is too late.

## **Atherton Dames Luncheon – November 15**

### **Circus Club**

Local author and Atherton Dames member Manuela Mischke-Reeds who is a Therapist and Teacher of Somatic Psychology talked about “Emotional Balance Through Mindfulness”

This was a sold-out event!

## **Council of Cities Dinner – Pacifica – November 16**

### **Devil’s Slide: The tunnel and Its Future on the San Mateo Coast**

Supervisor Don Horsley – Opening Celebrations and Progress on New County Park  
Caltrans Spokesperson – The Tunnel Project: History, Challenges and Completion  
Pacific City Manager, Stephen Rhodes – The Devil’s Slide Ride

## **Report on League of California Cities’ Conference**

### **San Diego Sept 5-7**

I arrived Wednesday Sept 5 in time for the First Time Attendee orientation at 1:00pm  
Mike Kasperzak, Mayor of Mountain View and President of League of California Cities  
and Chris McKenzie, Exec Dir League of California Cities presented.

Very informative and provided an overview of how to get the best out of the next 2 ½ days.

Next attended a portion of the Mayors and Council Members meeting where I asked how many of the attendees were from Charter Cities and only about 5 were Charter. I then went to the Personnel and Employee Relations meeting where they talked about AB340 that was just being passed in the legislature.

Next event was the OPENING GENERAL SESSION from 4-6pm.

Keynote speaker was humor consultant Malcolm Kushner who talked about how to lead with laughter and use humor to relate, motivate and communicate

Dinner was after that and then they opened the Expo Hall where 225 vendors were there to talk about what services they can provide for cities.

Afterwards there was the 7<sup>th</sup> annual leadership gala casino night at the Hard Rock Hotel – lots of fun and networking.

Thursday, Sept 6

1<sup>st</sup> session I attended was the Mobil App session. Very interesting hearing about how cities have made their public works departments more efficient with mobile apps that allow residents to take a photo of a pothole, graffiti, or other hazard and immediately upload to the department real-time through the app.. The public works department then has the ability to create a work order and send out crew to repair quickly. Some cities have written their own apps, however there are commercially available templates to purchase.

General Session – For the Love of Cities

Mike Kasperzak, Mayor Mtn View and League President moderated.

Keynote speaker Peter Kageyama, author of the book, “For the Love of Cities”

Talked about how to motivate citizens to do extraordinary things for their communities.

Lunch and then seminar on pipeline safety. Importance because of San Bruno tragedy.

Afternoon session Cities Using Social Media seminar dealt with future of how cities can best use social media to communicate with their residents.

Next afternoon session was Labor Negotiations – New Rules to a Familiar Game

Stuart Adams, of Adams, Ferrone and Ferrone

Mark Meyerhoff, Partner, Liebert Cassidy Whitmore

Basic message was that because of the economic crisis that labor negotiations are not conducted the way they have always been conducted. No more holding close to the chest and back and forth -- cities are laying cards on table and clearly showing what can or cannot be done. Labor organizations are more realistic and willing to negotiate fairly.

Next afternoon session: Public Pension Reform in California.

Late breaking information on legislation AB340.

Evening Caucus’ networking and reception.

Friday, Sept 7

Peninsula Division Breakfast and Business meeting

Elected new officers for our Peninsula Division

## **2012-13 Division Officers**

**President:** Rich Garbarino, Mayor, South San Francisco

**Vice President:** Chuck Page, Mayor, Saratoga

**Secretary/Treasurer:** Kelly Fergusson, Councilmember, Menlo Park

**Division Director:** Art Kiesel, Mayor, Foster City

**Past President:** Steve Tate, Mayor, Morgan Hill

**San Mateo County At-Large Representative:** Michael Brownrigg, Councilmember, Burlingame

**Santa Clara County At-Large Representative:** Nancy Shepherd, Councilmember, Palo Alto

I had to leave then to catch flight home.

I wholeheartedly recommend every council member to attend as many League of Cities’ events as possible.

I learned so much.

## Council Comments – November 2012 – Jerry Carlson

### High Speed Rail

- Sacramento Superior Court Judge failed to issue an injunction to stop work on HSR in the Central Valley. “Project to large”, judge felt to undertake that responsibility. The trial will take place in the first half of 2013
- A February memo from Marian Lee, Caltrain Modernization Project Director, addressed to the High Speed Rail Authority has just surfaced that states, “we (the JPB) are compelled to state for the record that a full build four track option along the Caltrain corridor is not under consideration....We are working diligently with representatives and other stakeholders in pursuing the blended system as referenced in the draft Business Plan....The blended system is the only approach we are willing to embrace”. To my knowledge, this memo was never copied to any of the representatives of the cities along the corridor for whatever reason.
- PCC cancelled its December meeting.

### Caltrain

- The 17 city member “policy committee” has yet to meet after its initial meeting several months ago. Scheduling a time when there is not a meeting already scheduled in one of the cities has been the problem. The current thinking is to hold it on the fourth Thursday of the month.
- Atherton Rail Committee meets at 6pm, on December 4<sup>th</sup>.

### Council of Cities

- Meeting was held on a rainy night in Pacifica. A panel talked about the new Devil Slide tunnels which will be opening in 2013.
- Next meeting will be in Colma when the business meeting will include elections to several important regional positions, including MTC and the San Mateo County Transportation Authority.

### C/CAG

- Atherton presented its Proclamation to Richard Napier at a farewell retirement party, in San Mateo. A board sub-committee has narrowed down to eight the number of people being considered to replace him. During his 17 years, Richard shepherded the organization from congestion relief focus to a much larger responsibility as assigned by the County Supervisors.
- The Legislative Committee will begin considering what legislation to back during the next session. The board members seem to want to keep the present CEQA regulations in place rather than to ease them to “create jobs” as the governor, Silicon Valley Leadership Group, unions and other groups are advocating for. One of their goals is to stop “NIMBY” type law suits which would make it harder for local agencies to protect the values of their communities.
- The board recently loss Tom Kastin (Hillsborough) and Carlos Romero (East Palo Alto) as they did not stand for re-election to their councils. Both were great contributors to C/CAG.

# ITEM 21A

Colleagues' Memo

November 13, 2012

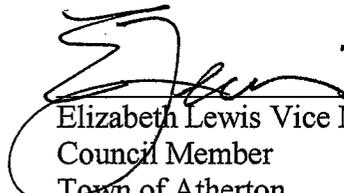
RE: Brown Act compliance

We believe it is important to clarify that our Council will continue to respect and abide by all of the principles of the Brown Act even though the California State legislature has suspended certain portions.

This request is being made at this time because apparently there is another view being put forth as to where we stand as a Council in abiding by the Brown Act.

We are bringing this matter to the Council with the recommendation that a formal resolution be made to ratify the public statement our Council made earlier in the year in order to prevent any potential confusion as to where we stand regarding transparency and disclosure of our governing practices in abiding by all of the Brown Act rules.

Signed



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Elizabeth Lewis Vice Mayor  
Council Member  
Town of Atherton

Signed



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Jerry Carlson  
Council Member  
Town of Atherton